

## TELEWORK

**SECTION 1. GENERAL:** The Parties acknowledge that a vibrant telework program is consistent with and supports performance goals. Telework serves as a recruitment and retention tool, improves work life quality, and is an effective and efficient means for continuing government operations when employees cannot travel to their duty locations. Telework procedures for bargaining unit employees will be as set forth in the Telework Program Administrative Instruction, except as modified by the provisions set forth below.

**A. Voluntary Nature:** Employee participation in the telework program is voluntary. Telework can be temporarily, permanently suspended, restricted, 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. Any suspension by management shall be for a specified period of time, with no new agreement required to resume telework. If telework is terminated by the supervisor, the employee may submit a new telework request after 180 days (see Section 7).

**B. Training:** 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.

**C. Maximize Use:** 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 worksite as reflected on the employee's Standard Form 50, Notification of Personnel Action.

**B. Alternate Duty Location (ADL):** A place away from the official duty station that has been approved for the performance of officially assigned duties. It may be an employee's home, a telework center, or other approved worksite including a facility established by state, local, or county governments or private sector organizations for use by teleworkers.

**C. Government-furnished equipment (GFE):** A tangible item that is functionally complete for its intended purpose, durable, non-expendable, and needed for job performance (includes laptop or desk top computer).

**D. High Speed Internet Connection:** A fiber optic, DSL, Wireless, Satellite, or cable modem Internet connection that is sufficient to complete the assigned tasks.

**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.

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**F. Personal Health Information (PHI):** In accordance with DoD Regulation 6025.18-R (Reference [r]) and DoD Regulation 8580.02-R (Reference [s]), PHI is individually identifiable health information that is created, received, or maintained by a covered entity, that is transmitted or maintained by electronic or any other form or medium, except as otherwise contained in employment records.

**G. Personal Identifiable Information (PII):** Information which can be used to distinguish or trace an individual's identity, including name, social security number, date and place of birth, mother's maiden name, biometric records, and any other personal information which is linked or linkable to a specified individual.

**H. Portable Work:** Work normally performed at the employee's ODS that can be effectively performed at the ADL. This work is part of the employee's regular work assignment or approved special work assignments.

**I. Telework Agreement:** A written agreement, completed and signed by an employee and their supervisor, that outlines the terms and conditions of the telework arrangement.

**J. Telework:** Any arrangement where eligible civilian employees perform officially assigned duties at an alternate duty location away from the principal worksite on either a regular or intermittent basis.

**K. Unscheduled Telework:** An arrangement where an employee on an approved telework agreement performs assigned official duties at home or other approved worksite when Government offices are closed due to an emergency event or open, but severe weather conditions or other circumstances disrupt commuting and compromise employee safety.

**SECTION 3. POSITION ELIGIBILITY:** Consistent with the Telework Program Administrative Instruction, position eligibility should be reviewed based on job function.

**A. Negotiability:** The Union will be notified of positions determined to be generally ineligible for teleworking. These determinations will be bargained, to the extent allowed by applicable law, and in accordance with the terms of the Mid-Term Bargaining Article of this CBA.

**B. Suitable Positions for Telework:** Positions whose characteristics, tasks and duties are generally suitable for telework include, but are not limited to the following:

1. Do not 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. For which operational requirements do not dictate employee physical presence at specific work locations;

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3. That do not require routine access to classified information; unless required storage and equipment are readily available and the responsible security section has approved the telework arrangement in writing in advance;
4. Have sufficient work activities that are portable and are not dependent on the employee being at the traditional worksite;
5. Where work activities are conducive to remote supervisory oversight because of clear and measurable performance standards and results;
6. Where 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 worksite, consistent with data and systems security requirements, including Privacy Act protection requirements; and
7. Where necessary interaction with coworkers, subordinates, superiors, and customers can be maintained electronically or by telephone without adversely affecting coworkers, customer service or unit productivity.

**C. Telework-Eligibility Consideration Process:** When an employee's position is ineligible for telework, there may be circumstances or portions of employee's work (e.g., reading and analyzing documents, and preparing reports or other types of correspondence) that may be considered for telework on a situational/ad hoc basis. Supervisors are responsible for making these determinations on a case-by-case basis and must ensure that all appropriate safeguards are in place to protect PHI/PII/sensitive/classified material if such are involved in the telework. The employee may request reconsideration of a denial of telework eligibility from the Department Head and may have Union representation.

**D. Employee Participation:** Employees may request to participate in The Telework at any time by completing the Telework Agreement and a Self-Certification Safety Checklist. Upon approval of the supervisor, eligible employees may participate in telework on a voluntary basis. Employees may withdraw from the program at any time by notifying their immediate supervisor.

1. Supervisors and senior management are to assess individual performance characteristics and criteria when considering an employee for a telework arrangement.
2. A supervisor may defer approving a telework agreement for newly assigned or probationary employees for up to ninety (90) days to assess the employee's ability to work independently.
3. In order to be eligible, an employee must meet the following minimum eligibility criteria:
  - a. Is in compliance with Federal Government and Agency standards of conduct;

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- b. Has demonstrated dependability and the ability to work independently;
  - c. Is able to prioritize work effectively and utilize good time management skills;
  - d. Has access and the ability to use the required teleworking equipment and services;
  - e. Be performing at a satisfactory level;
4. The following criteria will make an employee ineligible to participate in telework:
- a. Are under a performance improvement plan;
  - b. 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 as provided in 5 U.S.C. 6502;
  - c. Has been officially disciplined for being absent without leave (AWOL) or disciplined within the preceding twelve (12) months for misconduct or has been issued a performance action which has a nexus to Telework;
  - d. Is on leave restriction;
  - e. Is excluded from participation by law, government-wide rule or regulation.

**SECTION 4. OPERATIONAL REQUIREMENTS:** Consistent with operational requirements, upon employee's request, the Agency will be flexible in approving telework participation.

**A. Extent:** Eligible employees may be authorized to telework on a regular basis, up to full-time, with the approval of their supervisors; employees must have sufficient portable work to support days requested to telework.

**B. Full-Time Telework:** An employee approved for full-time work at home will have his or her residence established as their ODS. The change in ODS will be treated as a voluntary work relocation assignment in accordance with this CBA. Pay, special salary rates, locality pay, and travel entitlements will be based on the ODS.

**C. Required Telework Agreement:** 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. When there is a change in supervision, the employee and supervisor must enter into a new agreement.

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**D. Equal Treatment:** Management is responsible for supervising work in accordance with the Fair Labor Standards Act and the provisions of this CBA. Telework should be seamless as if working in the office; when practical and appropriate, employees may forward their office phones, and respond to phone calls and emails in a reasonable time. 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
4. Other acts involving managerial discretion

**E. Return to ODS:** Management reserves the right to direct an employee to report to the official duty station or cancel their scheduled Telework day based on operational requirements.

1. Normally, the supervisor will notify the employee at least 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 their canceled telework day during the same pay period.

**F. AWS and Telework:** Employees are eligible to simultaneously have alternate work schedules and be on a telework agreement. Subject to the supervisor's approval, consistent with organizational needs and Agency policy, an employee may be approved to telework the day before or after a regular day off.

**G. Advanced Approval of Changes:** An employee's request for a change to their telework agreement must be approved in advance by the supervisor prior to the date or pay period of the requested change.

**H. Reasonable Accommodations:** Telework is a valid option for Reasonable Accommodation for employees with disabilities and for employees who have temporary medical conditions. Accordingly, 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 (see Reasonable Accommodation Article).

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**I. Home Visits:** Employees are responsible for maintaining a proper and safe working environment at their telework worksite. 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 ADL (residence).

**J. Injury While Teleworking:** Employees are covered under the Federal Employee Compensation Act (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 worksite.

**K. Transportation Benefits:** Employees are responsible for adjusting their transportation benefits to appropriately account for their telework schedule. Ordinarily, employees are not to receive transportation benefits for the days they telework.



**L. Duty Time:** Employees 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.

**M. Telework Evaluation:** Upon the establishment of the Labor Management Forum, 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).

**N. Right to Grieve:** The Negotiated Grievance Procedure Article within this CBA will serve as the exclusive process for resolving telework disputes or disputes regarding terminations of telework for bargaining unit employees.

**SECTION 5. CATEGORIES:** Eligible telework-ready employees may work under the following categories as defined:

1. *Full-time Work at Home:* An employee approved to work from home on a full-time basis, with no regularly scheduled days to report or work at an Agency facility (see Section 4B of this Article).
2. *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 Agency policy, as approved by the supervisor in the Telework Agreement.

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3. *Ad hoc or Situational Telework:* the employee teleworks on an occasional or intermittent basis at an ADL. 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 ADL, and where there is no set schedule of regular telework.

## **SECTION 6. TELEWORK PROCEDURES:**

### **A. 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.
2. The supervisor will respond to 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.
3. Prior to initiating telework, the supervisor and the employee shall work together to determine the appropriate telework schedule and finalize the agreement. The number of days for a regular telework schedule is subject to the availability of an appropriate amount of work that can be suitably performed at an ADL and office staffing requirements.
4. Employees and supervisors will discuss and document, as necessary, the job tasks/assignments that will be carried out or completed while teleworking.
5. 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.

**B. Annual Review:** The supervisor may meet with the employee to conduct an annual review of the telework agreement, this does not preclude other reviews as necessary or requested. Barring a request to change by either the supervisor or the employee, approved agreements are presumed to roll over, unless there is a permanent change in supervision.

**C. 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.

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**D. 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 their ADL, the employee is required to complete a full workday, unless the employee takes appropriate leave or is not telework ready.

**E. 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 not be required to work their full day.

**F. Overtime:** An employee may be permitted to work overtime in a telework duty status in accordance with the overtime provisions of this CBA.

**G. Leave:** Requests for leave on scheduled telework days will be handled in accordance with this CBA.

## **SECTION 7. RESTRICTION AND TERMINATION:**

**A. Grounds for Termination/Restriction:** Telework arrangements may be terminated by either management or the employee if the telework arrangement no longer benefits the Agency or the employee's needs. Barring work performance or disciplinary actions which directly affect job performance, a supervisor's decision to terminate or restrict an employee's telework agreement will be based solely on operational work requirements. Termination or restriction shall be by written notice, except under emergency situations.

### **B. Performance and Conduct Related Terminations:**

1. Supervisors are encouraged to counsel employees about specific problems, including a diminishment in performance, when considering the removal of an employee from the Telework Program, except in the case of egregious violations.
2. Upon request, the Agency will provide the employee and/or his or her Union representative with documentation to support a decline in performance, productivity, or a pending disciplinary action which supports terminating telework.
3. 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.

**D. Temporary Suspension:** Employees will suspend telework during travel, temporary duty, 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.

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**E. Temporary Restriction:** 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. Loss of Eligibility:** The employee's telework agreement may be terminated if he or she does not meet one or more of the eligibility criteria or the terms of the telework agreement.

#### **SECTION 8. EQUIPMENT AND SUPPLIES:**

**A. Government Furnished Equipment:** Based on funds, equipment availability, and operational requirements, GFE, including computers and other telecommunications equipment may be provided by the Agency for use by employees participating in the teleworking program. GFE is to be used only for official business.

1. **Maintenance:** The Agency is responsible for the maintenance, repair, and replacement of GFE. Employees are responsible for bringing the equipment into the office for maintenance.
2. **Accountability:** GFE will be signed out and returned in accordance with Agency policies and procedures. The employee must return all GFE and material to the Agency at the conclusion of the telework arrangements or upon request.
3. **Reasonable Accommodation:** As appropriate the Agency shall provide GFE in support of a requested and approved reasonable accommodation.

**B. Supplies:** Approved supplies normally will be procured through established office procedures

**C. Personal Equipment:** Employees are responsible for repair and maintenance of personally owned equipment and associated cost for telecommunications and internet services.

**SECTION 9. COMPUTER AND INFORMATION SECURITY:** Employees who telework are to follow all required security protections and policies 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 and the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. Section 164.

**SECTION 10. TELEWORK FORMS:** After the CBA has been in effect for one 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.

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**SECTION 11. REPORTS**

**A. OPM:** The Union shall be provided a copy of any annual status of telework report provided by the Agency to OPM within thirty (30) calendar days of issuance.

**B. Ineligibility:** 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.

**C. ADL:** The Agency will provide the Union a list of bargaining unit employees that are assigned to an alternate duty location on an annual basis.

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