

# United State Department Interior

BUREAU OF LAND MANAGEMENT

Oregon State Office

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Portland, Oregon 97208



**In Reply Refer to:**

1251 (OR-950) P

April 8, 2004

EMS TRANSMISSION 04/09/2004

Instruction Memorandum No. OR-2004-061

Expires: 9/30/2005

To: All Oregon/Washington Employees

From: State Director, Oregon/Washington

Subject: Telecommuting Policy and Procedures

**Purpose:** Telecommuting is working away from the principal office at off-site locations, such as home or established telecommuting centers. It is designed to benefit the employee and the organization by meeting employee needs as well as management, organizational, and operational requirements. Telecommuting also supports the public effort to reduce pollution, traffic congestion, and energy conservation. With a multitude of telecommuting agreements already in place, there is a strong need to refine the policy further to protect all BLM employees and managers from undue liability. The following are the Oregon/Washington policy and procedures for employees interested in participating in telecommuting.

**Program Area:** Telecommuting is a management option and not an employee entitlement. It is an arrangement into which an employee and their supervisor enter voluntarily for mutual benefit and which may be modified and/or canceled as situations, work demands, and employee performance change. When approving requests for participating in telecommuting, supervisors will consider each employee's situation individually, taking many factors into consideration, including additional costs which may be incurred as well as office coverage.

In addition to being suited for telecommuting, participation must be limited to jobs, or portions of jobs, which do not require the employee to be on-site. Employees should recognize that all jobs are not suitable for telecommuting and that employees with similar job duties need not all be approved for participation. Below are suggested jobs and duties most and least suitable for telecommuting:

Suggested most suitable for telecommuting	Suggested least suitable for telecommuting
Jobs that involve thinking, writing, data analysis and research	Jobs requiring face-to-face interaction
Telephone-intensive tasks	Positions that use data that is protected by the Privacy Act
Computer-oriented tasks such as data entry, web page design, word processing and programming (not requiring	Positions that require frequent access to material that cannot be moved from the office

high speed network connections)	
Transaction processing (not requiring high speed network connections)	Work that involves top-secret documents and classified materials
Engineering	Site-specific occupations
Architecture	Trainee and entry-level positions
	Jobs requiring high-speed network connections or large file and data transfers.

Also, under normal circumstances, only employees performing at the “Results Achieved” level will be approved to telecommute.

Within the Oregon/Washington BLM, two types of telecommuting are established:

1. **Short Duration:** An employee, with supervisory approval in advance, may be authorized to work at home for short durations for a one-time or emergency basis. In most circumstances, this would be for one day, up to the maximum of three consecutive days. Appropriate reasons to work at home for short durations could be based upon a special project that needs to be completed, a heavy workload that has a short time frame for completion, or for other related reasons.

Working at home for short durations does not mean that an employee can work at home on a regular and reoccurring basis each week. However, if the same or similar circumstances occur again (e.g., another special project), an employee may request to telecommute again under the same conditions as established in the initial agreement. As with the initial request, the employee must submit the request to telecommute to their supervisor in advance by e-mail or in writing, as stipulated by the supervisor.

2. **Special Circumstances:**

- A. There may be “special circumstances” under which an employee could request that they be allowed to work at home or at a sponsored telecommuting center for periods longer than one to three days, up to a maximum of six months. Supervisors are encouraged to require at least one work day per work week be spent on-site (regular office); one to four work days could be spent off-site. The requirement for being on-site is to allow for attendance at meetings, interaction with the supervisor and other employees, and access to facilities not available at the off-site workplace. The employee must document and the

supervisor approve a clear demonstration of a benefit to the agency. Examples of such benefits include timely completion of high priority projects, aiding an employee’s recovery from a medical condition, improving employee morale, relieving office overcrowding, or addressing an employee relations issue. The request must indicate which factors were considered before recommending the employee’s request to work at home for an extended period. These requests will be handled on a case-by-case basis and cannot exceed six continuous months without re-approval by the supervisor.

- B. This program may be used to accommodate employees who are recovering from an illness or injury. In those instances where an employee requests work at home or at a sponsored telecommuting center for extended periods due to medical reasons, management approval will be based upon the employee providing appropriate medical documentation. Unless prohibited by the medical documentation, this option should also include at least one work day per work week be spent on-site, with one to four work days spent off-site. These requests cannot exceed six continuous months without re-approval by the supervisor.

**Equipment Parameters:**

- Supervisors should ensure that employees participating in telecommuting use only government furnished equipment, e.g., computers, printers, fax machines, cell phones, etc.

- For short duration telecommuters, computers will normally be limited to laptops with network access.
- All equipment needs, including additional equipment requirements (e.g., high-speed access lines or a second phone line, etc.) and costs, are the responsibility of the employee's supervisor.
- Any phone lines or other telecommunication solutions will be provided by commercial vendors who will be responsible for their lines and equipment to the telecommuter's home.
- The BLM office will provide telephone support.
- Any equipment repair will be brought to the employee's office.

**Policy/Action:** If you believe that your job, or a significant segment of it, is conducive to telecommuting one or more days per week, and you are interested in participating in the program, you need to inform your supervisor and request their approval. Written supervisory approval, a ratified "Agreement for Telecommuting," and a "Self-Certification Safety Checklist For Home-based Telecommuters" must be completed prior to an employees participation.

Your request must be in writing and include, as a minimum, the following:

1. The type of telecommuting in which you are interested.
2. The benefit to the government derived from telecommuting

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3. The number of hours and days per week you would be interested in telecommuting.
4. The specific job functions you would perform while telecommuting.
5. A description of the work area where you would perform your duties.
6. If you wish to participate under extended "Special Circumstances," a list of the equipment you would need BLM to furnish.

When a supervisor and employee agree initially to a telecommuting arrangement, an Agreement for Telecommuting (Attachment 1) must be signed jointly by the employee and the supervisor. In addition, a Self-Certification Safety Checklist For Home-based Telecommuters (Attachment 2) must be completed. (Note: A Self-Certification Safety Checklist does not need to be completed for each short duration request.) The supervisor and/or employee may terminate the agreement to telecommute at any time.

This policy does not supersede existing agreements between Districts and their labor organization(s) covering telecommuting or flexiplace. Districts with labor organization(s) that do not have an existing agreement specifically covering telecommuting or flexiplace are reminded to satisfy their bargaining obligations before implementing this policy.

**Timeframe:** Immediately.

**Budget Impact:** Varies. This should save money in the following areas: space and fixed costs.

**Background:** Please refer to Instruction Memorandum OR-2001-044.

**Manual/Handbook Sections Affected:** None.

**Coordination:** Budget (OR-915) and Human Resources (OR-953).

**Contact:** If you have any questions regarding this policy or desire further information, please contact John K. Keith,

Associate Deputy State Director, Management Services, 503-952-6092.

**Districts with Unions** are reminded to notify their unions of this Instruction Memorandum and satisfy any bargaining obligations before implementation. Your servicing Human Resources Office or Labor Relations Specialist can provide you assistance in this matter.

Signed by  
Kathy Eaton  
Acting Associate State Director

Authenticated by  
Mary O'Leary  
Management Assistant

2 Attachment(s)

- 1 - [Sample Agreement for Telecommuting](#) (4pp)
- 2 - [Self-Certification Safety Checklist for home-based Telecommuters](#) (3pp)

Distribution

WO-830 (1000LS)  
WO-500 (5640MIB)

## SAMPLE AGREEMENT FOR TELECOMMUTING

The following constitutes an agreement between:

Bureau of Land Management, [Office] and [Employee Name]

The following constitutes the terms and conditions for the undersigned employee to telecommute.

**Voluntary Participation:** The employee agrees to work at the agency-approved alternative workplace indicated below and to follow all applicable policies and procedures. The employee recognizes that the telecommuting arrangement is not an employee entitlement, but an additional method the agency may approve to accomplish work.

**Duration of Agreement:** The employee and agency agree to this arrangement for a duration as identified below. Either party may terminate this agreement at any time.

Check one:

1. Short Duration (1-3 days)
2. Special Circumstances Option A
3. Special Circumstances Option B

Desired start date: [type date here]

Desired ending date: [type date here]

**Duty Station and Alternative Workplace:** Agency and employee agree that the employee's official duty station is the Bureau of Land Management, \_\_\_[describe existing duty station]\_\_\_.

All pay, leave, and travel entitlements are based on the official duty station. The approved alternative workplace is: \_\_\_[describe address]\_\_\_.

**Work Schedule and Tour of Duty:** Agency and employee agree that the normal tour of duty agreements will continue, regardless of work place, unless alternative work schedules are requested. Existing rules regarding hours of duty apply to telecommuting employees. Alternative work schedules for telecommuting employees may be requested through BLM Form 1400-72, Basic Workweek Request.

1. Employee's work schedule: A copy of the employee's work schedule must be easily accessible. Suggested ways to accomplish this include posting the schedule at the employee's work area, providing copies to the time keeper, and/or providing copies to the supervisor.

Attachment 1-1

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2. Group dismissal and other modifications to work schedules: A telecommuting employee may sometimes be affected by an emergency and may be excused from work. For example, on a "snow closing day," the agency may excuse a telecommuting employee if they cannot perform work because the regular office is closed and/or the alternative worksite is affected by the emergency. The agency should grant the telecommuting employee excused absences as appropriate. When an emergency affects only the alternative work site for a major portion of the workday, the agency can a) require the telecommuting employee to report to the regular office, b) approve annual leave or leave-without-pay, or c) authorize an excused absence.

3. Time and Attendance: The employee will keep an accurate, written account of actual time work including start

and stop times, and lunch periods. The existing rules on overtime under title 5, United States Code, and the Fair Labor Standards Act (FLSA), apply to telecommuting employees.

4. Overtime and Credit Hours: Employees must have advanced approval prior to accruing overtime or compensation time. If employees accrue credit hours that have been approved in advance, they will be compensated in accordance with law, regulation, and FPM guidance. The employee understands that the supervisor may not accept/approve accumulation of unscheduled credit or overtime hours.

5. Requesting Leave: The employee agrees to follow established office procedures for requesting, scheduling, and obtaining approval of leave.

Equipment/Supplies: The 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 agency agrees to provide the employee with all necessary office supplies. Employees will use their Government-issued calling cards to make official long-distance business calls.

Security: No access to computers or records by unauthorized persons will be permitted. Employees agree to adhere to established office procedures used to protect computer systems, records, and data from theft, damage, and unauthorized use or disclosure.

1. Duplication. Copies of records or data shall not be made at home for any purpose other than those required to complete work assignments.

2. Records protection: The employee agrees to take every reasonable precaution to ensure that official records are not subjected to damage or loss. The employee agrees to protect Government/agency records from unauthorized disclosure and to comply with the requirements of the Privacy Act of 1974 (5 U.S.C. 552a), the Freedom of Information Act (5 U.S.C. 552), and any other guidance protecting records and data.

Attachment 1-2

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3. Property protection. The employee agrees to take every reasonable precaution to ensure that Government property is protected from damage or loss.

Liability: The Agency will not be liable for damages to an employee's property when they are using an alternative work site, nor will the Agency be responsible for any operating costs associated with the employee's residence, including home maintenance, insurance, or utilities. The employee understands that they do not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided by statute and regulation.

Safety: Maintaining a safe and healthy working environment is critical for a healthy workforce.

1. Injury Compensation: If injured in the course of performing official duties, regardless of work location, employees are covered under the Federal Employee's Compensation Act. The employee must notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and must complete any required forms. The supervisor agrees to investigate such reports immediately.

2.Safe Work Area: The employee agrees to provide a work area adequate for performance of official duties. The work site must meet both the employee's needs and safety requirements.

3.Safety Inspections: Employees wishing to evaluate and improve their work site may request a safety inspection/consultation from local safety managers.

4.Safety Checklist: The employee is responsible for completing a Self-Certifying Safety Checklist on an annual

basis.

**Conduct:** Agency standards of conduct and ethics apply regardless of work site. Nothing in this agreement precludes the agency from taking appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

**Supervisory Controls:**

1. In order to monitor their performance, the employee agrees to provide regular reports as required by the supervisor.
2. The employee agrees to complete all assigned work according to the procedures, guidelines, and standards agreed to mutually in the employee's performance plan.
3. The employee or supervisor may terminate or suspend the agreement at any time.
4. A copy of this request, agreement, certifications, etc., should be retained by the supervisor and employee.

Attachment 1-3

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5. 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.

I understand the BLM flexiplace policies and agree to the conditions detailed in this agreement.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Attachment 1-4