

Telework Policy and Agreement

Definitions:

Eligible Employee An employee whose performance and conduct is satisfactory.

Eligible Position Some or all duties of the job can effectively be performed away from the official duty station without adverse affect on customer service delivery and are conducive to supervisory oversight at the alternative worksite. Positions shall not be excluded categorically from eligibility on the basis of occupation, series, grade or supervisory status.

Official Duty Station The duty station that is documented on the employee's most recent notification of personnel action (e.g., SF-50). Normally, an employee's duty station is the city/town, county, and state where he or she regularly works, as determined by the employee's Bureau.

Alternative Worksite A worksite other than the duty station. For example, a duty station could be an employee's residence, a telework center, or a facility established by state, local, or county Governments or private sector organizations for use by teleworkers, including National Guard Bureau Distance Learning Centers.

Telework Center A multi-agency satellite facility that the General Services Administration established to provide Federal employees an opportunity to work at an alternative location that is geographically convenient to the employee's residence. Information on the telework centers can be found on the internet at www.telework.gov. Use of a telework center must be in accordance with law, regulation and budget appropriation authority.

Core Telework An approved work schedule where an eligible employee works on a routine or regular basis away from the official duty station one or more days per week.

Situational Telework An approved work schedule where an eligible employee works on an occasional, one-time, or irregular (non-routine) basis away from the official duty station.

Federal Records Books, papers, maps, photographs, machine readable materials, e-mail, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government and preserved or appropriate for preservation as evidence of agency functions, organizations and activities or because of the value of information they contain (44 U.S.C. 3301).

Telework Agreement A written agreement between an employee and the first-level supervisor, required for all types of telework arrangements, that outlines the terms and conditions under which the employee may perform work at an alternative worksite.

Labor-Management Relations Prior to implementing the telework program, management must fulfill its labor-management obligation at locations where there is an exclusive bargaining unit representative (i.e., union) in accordance with DOI, Personnel Bulletin No. 05-02, Telework Policy, Part 2.1F.

Eligibility:

Eligible positions for telework must include:

Work activities that are portable and can be performed effectively outside the normal office or facility environment such as mental tasks, writing, data analysis, reviewing or editing proposals or reports, telephone-intensive tasks. This could include setting up or participating in a meeting/conference, obtaining information from a variety of sources that can be obtained on-line or via the telephone, computer oriented tasks such as programming, processing payroll transactions, data entry, word processing, etc., information research, customer service (complaints desk), architectural design, or engineering;

Tasks that are easily quantifiable or primarily project-oriented so that progress/productivity can be measured by results rather than by direct observation;

Contact with other employees or customers that is predictable and can be performed by telephone or e-mail without loss of service or productivity;

Tasks for which classified materials or proprietary data are not required for accomplishment; tasks for which appropriate technology is available to perform off site;

Work that has clearly defined performance measures; and

Tasks that require use of data and systems involving sensitive, non-classified or Privacy Act (when authorized) information that can be adequately secured at the alternative worksite. It is recommended that an employee protect and secure sensitive, non-classified, or Privacy Act information in a locking cabinet or safe.

The Telework Agreement:

In order to participate in a telework arrangement, eligible employees must complete a telework agreement along with the IT Security Liability Acceptance Policy and submit it to their supervisor prior to commencing telework. A telework agreement is provided at Appendix C and the IT Security Liability Acceptance Policy is provided at Appendix E, or can be obtained from the Bureau's telework coordinator.

Before beginning work at an alternative worksite, the employee and immediate supervisor must sign a telework agreement and the IT Security Liability Acceptance Policy. 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.

At a minimum, telework agreements must contain the following:

Alternative worksite location such as the employee's home address or the address of the telework center. The location of the alternative worksite must be mutually agreed upon by the employee and the supervisor.

Duration of the employee's participation in the telework program. If the employee is on a trial or pilot telework arrangement, specify the length of time before the pilot will be evaluated and a decision will be made on whether to extend or terminate the arrangement. The evaluation should be ongoing and a decision should be made on whether to continue the telework arrangement while the employee is still under the pilot agreement.

The telework schedule, which identifies the specific days each week, pay period or month during which work will be performed at the alternative worksite. For intermittent arrangements, the agreement should prescribe the procedures that will be used for approval of specifically requested days to be worked at the alternative worksite. Agreements for situational telework use should identify the time period (from/to dates), number of days and hours per week or pay period during which work will be performed.

Established duty hours for work days at the alternative worksite. This section may state that the employee is free to flex his or her hours or may prescribe specific hours (similar to core hours) where the employee is expected to be available for telephonic contact.

Description of the work to be performed at the alternative worksite including specific duties or projects to be completed and any deadlines for delivery that may apply.

Procedures for administrative processes such as leave approval, weather dismissal, time and attendance certification, etc.

Any procedures required for work processes such as a requirement to submit progress reports to the supervisor, submission and review of completed work, participation in meetings, conference calls, etc.

Certification that adequate security measures are in place, commensurate with the risk and magnitude of the harm that could result from the loss, misuse, or unauthorized access to, or modification of, the Government equipment, software and data being accessed.

Certification that the employee understands that passwords must be protected.

Certification that the employee understands that telework is prohibited for the purpose of dependent care.

Certification that the employee understands the rules for working overtime, compensatory time and credit hours.

Certification that the employee has been advised of and acknowledges the restrictions on the use of Government property and use of official time.

Certification that the employee has been provided with an orientation to Bureau/Office policies related to telework.

If recuperating from an injury or illness, a medical release to perform the duties for which the employee agrees to be responsible under a short-term arrangement.

Certification that the home office meets safety requirements.

Records:

Employees that are teleworking either at home or at an alternative worksite must ensure that files, records, and reference material taken, used, or created at the telework site are:

Adequately protected during transmission to and from a telework site and at an alternative worksite.

Managed in accordance with the provisions of the records management policy, the Federal Records Act and the terms of agreement regarding accessibility to records; and returned or electronically transmitted back to the official work station and incorporated into the organizational unit's official recordkeeping system when necessary.

Made available in response to an applicable discovery, Freedom of Information Act (FOIA), or Congressional request for information.

Not covered by a Privacy Act System of Records unless the employee, working with their Bureau's Privacy Act Officer, determines that it is permissible under the established system.

Must notify security of any tampering with information entered into a Privacy Act system of records.

Work Hours:

The amount of time 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 or full-time telework.

The employee must remain available to personally 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 alternative worksite. Supervisors may consider deviations from this requirement to include such circumstances as: accommodating physical disabilities, recovery from illness or injury, field work, etc, depending on Bureau/Office policy.

Supervisors can verify an employee's time spent working at an alternative worksite by determining the reasonableness of the work output for the time spent, or by making telephone calls during the employee's scheduled work hours at the alternative worksite. The technique for determining reasonableness of work output for the time spent is consistent with managing by results (refer to section below on work assignments/performance).

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 his/her work at an earlier time when working from home since no time is spent commuting to the worksite. With supervisory approval, employees on approved alternative work schedules may continue to work on a flexible or compressed schedule when participating in telework.

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 employee performance plan. The employee agrees to provide regular reports if required by the supervisor for evaluating performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement. The Bureau agrees to ensure employee is properly notified of job-related training, conferences, workshops, office meetings, etc.

Appendix A

Section 359 of Public Law No. 106-346
Department of Transportation and Related Agencies Appropriations Act, 2001
(October 23, 2000)

“SEC. 359. 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. Not later than 6 months after the enactment of this Act, the Director of the Office of Personnel Management shall provide that the requirements of this section are applied to 25 percent of the Federal workforce, and to an additional 25 percent of such workforce each year thereafter.”

Appendix B

WASHINGTON METROPOLITAN TELEWORK CENTERS

The General Services Administration (GSA) telework centers house employees of more than one agency and include work stations and equipment similar to the traditional office environment. Typical centers include desks, computers with high-speed modems, Internet access, copiers, laser and color printers, copy machines, fax machines, lockable personal storage, e-mail and file transfer capabilities, and conference areas. Experienced center administrators are available to help teleworkers in their day-to-day use of the facilities and equipment. Information on GSA telework centers and costs can be found at www.telework.gov.

Advantages of using a telework center include: on-site technical support; a professional place to work; and not all employees' homes are conducive to teleworking at their residence.

These telework centers offer a range of priced space options and can be leased on a short or long-term basis. An employee's use of a telework center must be in accordance with law and regulation. Bureau budget offices can provide specific details. The cost for use of a telework center is paid by the employee's organization. To use a telework center, an employee must have an approved telework agreement. An employee must also receive approval to use the telework center by completing and receiving approval on a Telecommuting Facility Reimbursement Information Sheet. An employee's use of a telework center must be in accordance with law and regulation. Bureau Budget Offices can provide specific details. A Telecommuting Facility Reimbursement Information Sheet can be obtained from the Bureau telework coordinator or on the internet at www.telework.gov.

Appendix C

U. S. DEPARTMENT OF THE INTERIOR
Bureau of Land Management

TELEWORK AGREEMENT BETWEEN SUPERVISOR AND EMPLOYEE APPROVED
FOR TELEWORK

The supervisor and the employee should each keep a copy of the agreement for reference.

Voluntary Participation

Employee voluntarily agrees to work at the Bureau-approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

Salary and Benefits

The employee understands that his/her salary and benefits remain the same as at his/her official duty station.

Duty Station and Alternative Workplace

The employee understands that his/her official duty station remains _____, and that all pay, leave, and travel entitlements are based on the official duty station.

Supervisor and employee agree that the employee's approved alternative workplace is:

Home work area

Address: _____
(Street number, street name, city, state)

Phone Number: _____

FAX Number: _____

Cell Phone Number: _____

E-mail Address: _____

GSA Telework Center

Address: _____
(Street number, street name, city, state)

Phone Number: _____

FAX Number: _____

Cell Phone Number: _____

E-mail Address: _____

Other Approved Alternative Worksite

Address: _____
(Street number, street name, city, state)

Phone Number: _____

FAX Number: _____

Cell Phone Number: _____

E-mail Address: _____

Mileage Savings

The employee estimates that the telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week.

Official Duties

Unless otherwise instructed, employee agrees to perform official duties only at the official duty station or Bureau/Office approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace.

The employee understands that telework is not a substitute for dependent care.

Work Schedule and Tour of Duty

The employee is approved to work at the approved alternative worksite specified below in accordance with the following schedule. Supervisor and employee agree to this work schedule.

(If intermittent, the telework agreement should include procedures for approval of specific days/hours at alternative worksite. Supervisor and employee may agree to a telework arrangement on a trial basis for a certain period of time and time period should be specified in this agreement.)

DAY	PER WEEK	PER PAY PERIOD	<i>FIXED WORK SCHEDULE</i>	<i>ALTERNATIVE WORK SCHEDULE (Flexible or Compressed)</i>	DUTY HOURS (specify hours of work and lunch break)
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					

Time and Attendance

The supervisor agrees to certify biweekly the time and attendance for hours worked at the alternative workplace in the same manner as if the employee reported for duty at the traditional worksite. Employee will be required to self certify time and attendance, in a format determined by the supervisor.

Leave

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

Overtime

Employee may work overtime only when overtime is scheduled and approved in advance by his/her supervisor. Employee understands that there is no compensation for unauthorized overtime work. Administrative or disciplinary action may result if employee performs unauthorized overtime work.

Equipment/Supplies

Employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes. The Bureau agrees to service and maintain any Government-owned equipment issued to the telework employee. The employee agrees to report malfunctions in Government-owned equipment to the supervisor, and the employee agrees to bring such equipment to the traditional office for maintenance and/or repairs if necessary.

If personal equipment is to be used for telework, the employee agrees to install, service, and maintain the personal equipment. The Bureau agrees to provide the employee with all necessary office supplies and also reimburse the employee for business-related long distance telephone calls.

Security

Employee agrees not to remove classified/proprietary/sensitive material (hard copy or electronic) from the official duty station and to safeguard all information removed from official duty station, created at alternative worksite in accordance with the Federal Records Act, FOIA, Privacy Act, etc. Employee agrees to protect federal records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

If the Government provides computer equipment for the alternative workplace, employee agrees to comply with Department security procedures and ensure adequate security measures are in place to protect the equipment from being damaged, stolen, or accessed by unauthorized individuals. Employee understands and agrees to accept responsibility and will be liable for damaged or stolen equipment.

The employee understands that 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 Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

The employee agrees to follow the policies concerning personal use of office equipment and library collections while working at the alternative worksite.

Work Area

If the alternative worksite is the employee's home, he/she agrees to designate one area in the home as the official work or office area for performance of official duties. The employee understands that the home office is a space set aside for the employee to work, and that family responsibilities must not interfere with work time. This area is the only area in the employee's home that is subject to the Government's potential exposure to liability. The employee must complete a self-certification safety checklist (Appendix D) to certify that the work area is safe in accordance with Federal Occupational Safety and Health Administration (OSHA) standards.

Workplace Inspection

The employee agrees to permit the access to the alternative home-based worksite by agency representatives as necessary during the employee's normal working hours.

Alternative Workplace Costs

Unless otherwise agreed to, the employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite such as home maintenance, insurance, or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

Safety and Workers' Compensation

Employee understands that he/she is covered by the Federal Employees' Compensation Act (FECA) for injuries and work-related illnesses sustained while performing official Government duties at the regular office or the alternative worksite. The employee agrees to notify the supervisor immediately of unsafe and/or unhealthful conditions and practices at the alternative worksite and personal conditions (physical or mental) that adversely affect his or her ability to perform work in a safe and healthful manner. The employee agrees to report to his/her 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. The supervisor accepts the responsibility to investigate the incident immediately and to complete and submit a safety report to the Bureau Safety Manager. Where internet access is available, the supervisor will enter the report of the incident in the Department's Safety Management Information System (SMIS) at the Web address <http://www.smis.doi.gov>.

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 employee performance plan. The employee agrees to provide regular reports if required by the supervisor for evaluating performance. The employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement. The Bureau agrees to ensure employee is properly notified of job-related training, conferences, workshops, office meetings, etc.

Records Management Considerations

Employee agrees that he/she will ensure that files, records and reference material used or created at the alternative worksite are properly safeguarded, returned to and incorporated in the official office files as appropriate, to include adherence to the provisions of records management policy, the Privacy Act, FOIA, and Federal Records Act.

Standards of Conduct

Employee agrees that he or she continues to be bound by all conflict of interest statutes and regulations while working at the alternative worksite that would apply if working at the official worksite.

Disciplinary Actions

Nothing in this agreement precludes the Bureau from taking any appropriate disciplinary or adverse action against employee for any conduct issues associated with teleworking, including failure to comply with the telework agreement.

Denial or Termination of Telework Agreements

Employees may be terminated from participation in the telework program at any time their performance falls below the satisfactory level; when customer service is adversely affected; when leave restrictions become necessary; and/or conduct issues arise or other requirements of the telework agreements are not fulfilled. Employees are not eligible to participate in telework if they have unresolved performance deficiencies documented during progress reviews, or who are under a performance improvement plan (PIP) or a formal (written) leave restriction. Their participation may be reconsidered when the performance or leave issues have been corrected. Employees who have successfully completed a PIP may be allowed to participate after they have maintained a satisfactory level of performance for a full year. Because of conduct or other performance concerns, a supervisor may have a valid reason for disapproving telework. Telework is not an employee’s right and approval or written termination is within the supervisor’s discretion.

The Bureau agrees to follow any applicable administrative or negotiated procedures. Employee understands that the Bureau may suspend the telework agreement, and the supervisor may notify the employee to resume working at the official duty station. Suspension of a telework agreement could be for such circumstances as employee’s performance not meeting the prescribed performance standard, or the telework arrangement does not meet the needs of the organization; for example, when there are office vacancies or peak workload periods.

Effective Date

The effective date of this telework agreement is _____

Signatures

Employee's Signature and Date: _____

Supervisor's Signature and Date: _____

Appendix D

DEPARTMENT OF THE INTERIOR WORK AT HOME TELEWORK SAFETY CHECKLIST EMPLOYEE CERTIFICATION

The following checklist is designed to assess the overall safety of the alternative worksite. Each telework employee should read and complete this self-certification safety checklist. Upon completion, the checklist should be signed and dated by the participating employee and returned to his/her immediate supervisor. Employee should retain copy for his or her own records.

Employee name		Title	
Name of Organization/Supervisor's Name			
Home Address		City and State	Zip code
Telephone (Home)	Telephone (Work)		Telephone (Cell)
Title		PP, Series, Grade	
Describe worksite in home			
I believe the Safety Checklist below is accurate and my home is a reasonably safe place to work.			
Employee signature		Date	
Supervisor signature		Date	

LIST OF ITEMS/CONDITIONS TO INSPECT –

Check Yes, No, or Not Applicable (N/A) as appropriate	YES	NO	N/A
1. Is the workspace free of asbestos-containing materials?			
2. If asbestos-containing material is present, is it undamaged and in good condition?			
3. To the extent it can be determined, is the work area free of indoor air quality problems?			
4. Is the space free of noise hazards?			
5. Are temperature, noise, ventilation, and lighting adequate for your normal level of job performance?			
6. 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 fixed to the ceiling, etc.)?			
7. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?			
8. Do circuit breakers clearly indicate if they are in the open or closed position?			
9. Will the building's electrical system permit the grounding of electrical equipment (a 3-prong receptacle)?			
10. Is there a potable (drinkable) water supply?			
11. Are all stairs with four or more steps equipped with handrails?			
12. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?			
13. Are file cabinets and storage closets arranged so drawers and doors do not open into hallways?			
14. Are the phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard?			
15. Is there a smoke detector in or near the work area?			
16. Is adequate ventilation present for the desired occupancy?			
17. Are lavatories available with hot and cold running water?			
18. Do chairs have any loose casters or wheels?			
19. Are the rungs and legs of chairs sturdy?			
20. Is the office space neat, clean, and free of excessive amounts of combustibles?			
21. Are the floor surfaces clean, dry, level, and free of worn or frayed seams?			
22. Are carpets well secured to the floor and free of frayed or worn seams?			
23. Do you have an emergency or contingency plan in place with emergency telephone numbers And means of escape?			
24. Is your chair adjustable?			
25. Do you know how to adjust your chair?			
26. Is your back adequately supported by a backrest?			
27. Are your feet on the floor or fully supported by a footrest?			

LIST OF ITEMS/CONDITIONS TO INSPECT –

Check Yes, No, or Not Applicable (N/A) as appropriate	YES	NO	N/A
28. Are you satisfied with the placement of your computer monitor, mouse and keyboard?			
29. Is it easy to read the text on your screen?			
30. Do you need a document holder?			
31. Do you have enough leg room at your desk?			
32. Is the computer monitor screen free from noticeable glare?			
33. Is the top of the computer monitor screen at eye level?			
34. Is there space to rest the arms while not keying?			
35. When keying, are your forearms parallel with the floor?			
36. Are your wrists fairly straight when keying?			
NOTE: Employees are responsible for informing their supervisors of any significant change to work area or space!			
REMARKS:			