



UNITED STATES MARINE CORPS
MARINE CORPS INSTALLATIONS NATIONAL CAPITOL REGION
MARINE CORPS BASE QUANTICO
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MCBO 12620.1B
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MARINE CORPS BASE ORDER 12620.1B

From: Commander
To: Distribution List

Subj: CIVILIAN EMPLOYEE TELEWORK PROGRAM

Ref: (a) DOD Instruction 1035.01, Telework Policy, April 4, 2012
(b) Deputy Assistant Secretary of the Navy (Civilian Personnel/Equal Employment Opportunity) Memo of 18 Dec 01
(c) Presidential Executive Memorandum of 26 Jul 00, "Employing People with Significant Disabilities to Fill Federal Agency Jobs that can be performed at Alternate Work Sites, Including the Home"
(d) UDS (P&R) Memorandum of 26 Feb 99, "Special Work Arrangements as Accommodations for Individuals with Disabilities"
(e) MCO 12600.1 Telework for Civilian Marine Employees of 2 Jun 10
(f) Title 5, Code of Federal Regulations, Parts 531, 550, 551
(g) MCBO 3100.1B

Encl: (1) Telework Guide
(2) Telework Agreement (DD Form 2946, Dec 2011)

1. Purpose. This Order establishes the Marine Corps Base Quantico (MCBQ) telework policy for civilian employees. References (a) through (g) establish higher authority policy under which eligible employees may participate in teleworking to the maximum extent possible without diminished employee performance. There is nothing in this Order that intentionally violates, waives, or is inconsistent with any provision of law, rule, regulation, or any statutory right in accordance with the Federal Labor Relations Statute.

2. Cancellation. MCBO 12620.1A

3. Applicability. This Order applies to appropriated fund civilian employees working for MCBQ. This includes Headquarters and Service Battalion (Hq&SvcBn) and Security Battalion (SecBn). From here on these organizations will be simply referred to as MCBQ.

4. Information

a. Telework (also known as flexi-place, telecommuting, work-at-home) has emerged over the last decade in Federal government employment both on an informal basis and pursuant to specific Department of Defense (DOD) policies and regulations. The policies, procedures, and definitions identified in this directive and enclosures (1) and (2) apply to implementation and administration of the Telework Program.

b. The objectives of the Telework Program are to promote the Marine Corps as an employer of choice; to improve the retention and recruitment of employees; to provide an alternate means to accomplish legitimate work requirements; and to provide an alternate means of accomplishing work during emergency situations. Additionally, telework is an option that must be considered in efforts to mitigate on base traffic congestion, accommodate people with disabilities, including employees who have temporary or continuing health problems, who might otherwise have to retire on disability.

c. Management has the right to end participation in the program should an employee's performance not meet the prescribed standard, or their continued participation fails to benefit organization needs. Either the employee or the supervisor can terminate the telework arrangement by giving advance written notice, except in emergencies when advance notice is not possible.

d. There are two types of telework schedules: regular and recurring telework and ad hoc telework. Regular and recurring telework includes at least one day each pay period in a telework status. Regular and recurring telework also includes telework schedules approved as a result of an injury or illness that requires a convalescent period. Regular and recurring telework may be performed on a full time basis. Ad hoc telework is performed on an occasional, one time, or irregular basis and is usually driven by the situation (e.g., a one-time project that requires intense concentration).

5. Telework Eligibility

a. To the extent that mission requirements are not jeopardized, MCBQ shall permit employees to telework who exhibit suitable work performance and occupy eligible positions (i.e., those positions that involve portable work and are not dependent on the employee's presence at the traditional worksite) to the maximum extent possible.

b. Telework eligibility criteria will be applied impartially and consistently.

c. Supervisors or commanders will allow maximum flexibility for employees to telework to the extent that mission readiness or accomplishment is not compromised. Regular, routine use of telework programs will allow supervisors and employees to identify and resolve technology, equipment, communications, workflow, and associated issues that could impact the efficiency of mission accomplishment and inhibit the transparency of remote work.

d. Telework is a discretionary workplace flexibility. Although use of telework is encouraged, employees cannot be ordered to telework, unless the employee's duties are designated as mission-critical or the employee's telework agreement addresses this requirement. Telework is not an entitlement and not all employees or positions are eligible to telework. Although there may be circumstances when employees in these positions may be considered for telework on a situational basis, employees in the following types of positions are typically not eligible for telework:

(1) Employees in positions that require, on a daily basis, direct handling of classified materials. Classified work at an approved alternate secure location may be allowed contingent on individual DOD Component requirements regarding such work, when situations warrant.

(2) Employees in positions that require, on a daily basis, an on-site activity or face-to-face personal contacts that cannot be handled remotely or at an alternate workplace (e.g., hands-on contact with machinery, equipment, or vehicles; direct patient care).

(3) Employees whose performance or conduct warrants more close supervisory direction than telework may provide, whose rating of record is below fully successful (or its equivalent), whose conduct has resulted in disciplinary action within the past 12 months, or who have unresolved security issues.

(4) Employees recently assigned or newly appointed to trainee or entry level positions.

(5) The length of time for which the employee is deemed ineligible for telework is at the supervisor's discretion and must be based upon criteria identified and addressed in the this guidance (e.g., the employee's performance within the first six months in the position or at mid-term review is at an acceptable level).

e. Reference (a) specifies two categories of employees who may not be deemed eligible to telework under any circumstances:

(1) Employees who have officially disciplined for being absent without permission for more than five days in any calendar year.

(2) Employees who have been officially disciplined for viewing, downloading or exchanging pornography, including child pornography, on a federal government computer or while performing federal government duties.

6. Telework Requirements

a. Telework Agreements. Prior to the commencement of a regular and recurring telework arrangement, supervisors and employees must complete and sign a Telework Agreement that outlines the terms and conditions of the arrangement. Ad-hoc telework must also be documented in an agreement; however, it can be documented after the first time it's used as long as the supervisor has verbally approved telework prior to commencement. Thereafter, an Ad-hoc (situational) blanket agreement must be in place, and supervisors must verbally approve each occasion. Telework Agreements will be documented on a Telework Agreement, Enclosure (2). An electronic version can be downloaded from:
<http://www.dtic.mil/whs/directives/infomgt/forms/dd/ddforms2500-2999.htm>

(1) Regular and recurring telework means an approved work schedule where eligible employees regularly work at least one day per biweekly pay period at an alternative worksite. Reasons for regular and recurring telework arrangements include the recruitment and retention of high-quality employees; improved employee morale and a better balance of work and personal lives; reductions in commuting related stress and costs; improvements in access or as a reasonable accommodation for disabled employees; reductions in office space and associated costs; the need for convalescence from a short-term injury or illness, periods when the office is not usable (e.g., during office renovation), or assignment to a special project.

(2) Ad-hoc telework means approved telework performed at an alternative worksite on an occasional, one-time, or irregular basis. Telework of less than one day per pay period is considered ad hoc. This provides an ideal arrangement for employees who, at infrequent times, have to work on projects or assignments that require intense concentration. Work assignments in this situation may include a specific project or report, such as drafting a local directive, preparing a brief or arguments, preparing an organization's budget submission, reviewing grant proposals, or preparing a research paper. Such situations may occur throughout the year or be a one-time event. Ad-hoc telework may also cover short-term assignments, for example, for employees recovering from injury or illness.

Supervisor approved web-based distance and continuous learning courses are examples of ad hoc telework.

(3) 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 due to adverse or inclement weather, or pandemic health crisis must have an approved agreement in place. Telework must be integrated into such activities.

(4) Telework agreements shall be reviewed by the supervisor and teleworker, re-validated at least every 1 year, and revised when appropriate.

b. Telework Training. In accordance with reference (a) all teleworkers and supervisors will complete online telework training in Total Workforce Management System (TWMS) <https://twms.nmci.navy.mil/login.asp>. TWMS is a Department of Navy (DON) management application used to assist human resource management. If DON commands use the TWMS version of the training, the certificate of completion will automatically download into the employee personnel record. The training is also available on-line on the main DON telework web page www.public.navy.mil/donhr/Benefits/worklife/Telework/Pages/Default.aspx.

c. Performance Management. An employee must have a proven, or expected (for new employees) performance rating of "fully successful" or equivalent, to be eligible for participation, and for ongoing participation, in the Telework Program. Teleworker's performance should be monitored in the same manner as all employees' at the traditional worksite.

d. Official Worksite. Designation of the official worksite shall be established for an employee on an approved regular telework schedule on a case-by-case basis consistent with the guidance set forth in reference (f). The official worksite for an employee covered by a telework agreement is the location of the traditional 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 traditional worksite.

7. Approval Authority

a. Only Commanding Officers, the Chief of Staff, and Division Directors, are authorized to approve the general use of telework within their organizations based on ensuring their mission and requirements are performed effectively and efficiently.

b. Telework Denial and Termination. A telework request may only be denied by Commanding Officers, Chief of Staffs, or Directors. A telework agreement may be terminated at the discretion of the supervisor or at the employee's request.

(1) When an employee's request to telework is denied or an agreement is terminated, the reasons for denial or termination will be documented in writing and given to the employee within two weeks of denial/termination. Denial or termination of telework agreements will be based on business reasons (e.g., the telework agreement fails to meet the organization's needs or the employee's performance does not meet the prescribed standard).

(2) Employees may dispute the denial of telework, the reasons given for a denial and the termination of an existing telework agreement through administrative or negotiated grievance procedures.

(3) The employee or supervisor may terminate the Telework Agreement by giving advance written notice. If, at any time, it is determined that an arrangement is having an adverse impact on work operations or performance, the supervisor will provide notice to the employee that the arrangement will be terminated. The transition back to the traditional worksite must be in accordance with established administrative procedures and collective bargaining agreements.

8. Policy

a. The maximum number of positions will be identified as eligible for regular and recurring telework.

b. Employees in positions identified as telework eligible will be permitted to telework if all else (equipment, employee performance) is adequate.

c. An employee who teleworks on a regular and recurring basis or ad-hoc must complete a Telework Agreement. Those teleworking on a regular and recurring basis must have one prior to commencement.

d. Employees may be approved both to telework and to work an alternative work schedule.

e. Telework is appropriate for supervisory-approved web-based distance and continuous learning.

f. Telework may not be used to replace appropriate arrangements for dependent care.

g. Telework will be periodically exercised to ensure its effectiveness in continuing operations in the COOP event of a crisis or national emergency.

h. Telework must be consistent with DOD security and information technology policies:

(1) No classified documents, hard copy or electronic, may be taken by teleworkers to alternative worksites.

(2) Government-furnished computer equipment, software, and communications, with appropriate security measures, are required for any regular and recurring telework arrangement that involves sensitive unclassified information, including Personally Identifiable Information (PII) or For Official Use Only (FOUO) data.

(3) Where employees telework on an ad-hoc basis, personal computers can be used to work on limited amounts of sensitive unclassified material, on the basis that the teleworker must delete the files as soon as they are no longer required, and verify in writing that he or she has deleted all files containing Department information from personally owned computer hard drives. At no time will PII be transferred, uploaded or stored on a personal computer.

(4) With approval from the MCBQ CIO, employees who telework may use their personal computers and equipment for work on non-sensitive, unclassified data consistent with DOD policy. Access to webmail, located on the Marine Corps Enterprise Network NIPRNET (MCEN-N), is authorized from a personal computer while using a CAC card and CAC reader. Personal computers may not access DOD systems or networks where authentication to a .MIL domain is required. The employee is responsible for the installation, repair and maintenance of all personal equipment.

(5) Providing and/or installing Government-furnished equipment at alternative worksites is a matter for determination by the CIO. The CIO will be responsible for the service and maintenance of government-owned equipment. DOD remote access software may be installed onto Government-furnished computers to enable access to DOD systems and networks. Employees whose duties require remote access to e-mail will be provided with a Command Access Card (CAC) reader, software, and instructions for Outlook Web Access.

(6) Government-furnished equipment must only be used for official duties, and family members and friends of teleworkers are not authorized to use any Government-furnished equipment. The employee must return all Government-furnished equipment and

materials to the command at the conclusion of teleworking arrangements or at the Commander's request.

(7) Teleworkers are responsible for the security of all official information, protection of any Government-furnished equipment and property, and carrying out the mission of the DOD and the command at the alternative work site.

i. Where it is determined by the CIO that Government equipment will be provided to the teleworker, excess property should be the first source of supply before considering the purchase of new equipment.

j. Neither the Marine Corps or MCBQ are responsible for any operating costs associated with an employee using his or her personal equipment, and residence as an alternative worksite. The employee is responsible for all costs, such as home maintenance, insurance, and utilities.

k. 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 traditional worksite. Detailed instructions for timekeeping are contained in enclosure (1).

l. An employee who is approved for telework 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.

m. Management reserves the right to require employees to report to the traditional worksite on scheduled telework days, based on operational requirements.

n. The government is not responsible for damages to the employee's property while the employee is working at the approved alternative worksite and may not pay for any damage unless Government liability is established through a judicial or administrative claims process.

o. The employee is covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illnesses while conducting official Government business.

p. Employees who telework continue to be bound by the Department of Defense standards of conduct while working at the alternative worksite and using Government-furnished equipment.

q. Telework may be permitted as a reasonable accommodation for an employee with a disability in accordance with reference (d).

r. Supervisors of telework employees may excuse employee absences of not more than 59 minutes, in accordance with the Master Labor Agreement. Telework employees will be afforded the same privileges as other employees, as situations warrant.

9. Action

a. G-1. The MCBQ G-1 is the Telework Program Manager. The G-1 will appoint a Telework Coordinator who shall:

(1) Update and revise this policy based on further guidance/direction from HQMC, DON, DOD, Quantico Area Counsel Office, and G6.

(2) Oversee and coordinate implementation and administration of the Telework Program.

(3) In coordination with G-6 on the feasibility of telework arrangements.

(4) Prepare consolidated reports on participation rates in the Telework Program and other data, on an annual and as required basis for submission to higher headquarters in response to periodic data calls from Office of Personnel Management (OPM) for annual telework report.

(5) Coordinate with Human Resources and Organizational Management (HROM) Office Quantico who provides subject matter expertise to assist with the telework program and update Defense Civilian Personal Data System (DCPDS) with telework eligibility codes for each position and employee.

b. G-6. The G-6 is the MCBQ CIO. As the CIO the G-6 shall:

(1) Determine whether to approve the use of the employee's personal computers and equipment for work on non-sensitive, unclassified data consistent with DOD policy.

(2) Determine whether Government-furnished equipment, to include CAC readers, will be provided at alternative worksites to enable access to DOD systems and networks.

(3) Provide the service and maintenance of government-owned equipment.

(4) Ensures that employees are aware of IT security and equipment requirements by reviewing and signing the IT Checklist which is part of the DOD Telework Agreement, enclosure (1).

(5) Provide IT equipment budget information to the G-1 upon request, as a factor for consideration in periodic reviews and feasibility of support analysis of the telework program.

c. Comptroller. The Comptroller shall provide analysis and periodic reviews of budget issues relating to the telework program and feasibility of support upon request from the G-1.

d. Commanding Officers and Division Directors shall:

(1) Ensure that all positions and employees within their organization(s) suitable for telework are identified in accordance with enclosure (1) and offered to identified employees.

(2) Designate a telework program coordinator within their organizations to maintain and provide data to G-1 on positions and employees who have been offered the opportunity to telework and those who actually participate as a teleworker.

(3) Administer the telework program in accordance with applicable law and regulation.

(4) Develop any specific guidelines on telework necessary to implement this policy within their organization.

(5) Track employee participation and provide usage data to Civilian Manpower, G-1 at the end of each calendar year for submission to OPM.

(6) Integrate telework into COOP activities.

(7) Determine telework eligibility for all civilian positions, documenting the eligibility of each position as follows:

(a) YA001 Eligible;

(b) NE001 NOT eligible - position requires employee's physical presence due to face-to-face contact with others; HOWEVER position may be eligible during emergency or for unscheduled telework;

(c) NE002 NOT eligible - position requires access to material or special equipment; HOWEVER, position may be eligible during emergency or for unscheduled telework; or,

(d) NE003 NOT eligible - position requires daily access to classified material.

f. Supervisors and Managers shall:

(1) Maintain records of employees participating in the Telework Program.

(2) Recommend positions and employees determined to be suitable for a telework arrangement.

(3) Verify time spent in a telework status by determining the reasonableness of work output by the teleworker and take immediate action to terminate a telework arrangement when productivity is diminished or when mission needs are not met or are adversely affected.

(4) Ensure every employee knows how to view the telework eligibility of their position in TWMS Self-service, and where they can obtain a copy of this Order and related guidelines.

(5) Supervisors must complete online telework training, and ensure participating employees complete telework training.

10. Labor Relation Obligations. Any changes to this Order require notice to the Union with the opportunity to bargain.

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A. D. BROUGHTON
Chief of Staff

DISTRIBUTION: A

TELEWORK GUIDE

1. Work Schedules and Compensation. Management determines the employee's work schedule, including the days and times that the employee will work in the traditional worksite and at the alternative worksite, consistent with the requirements of the work group and provisions of existing regulations, government-wide policy, and applicable bargaining agreements. The assigned telework hours can parallel those in the traditional worksite or be specific to the alternative worksite.

a. Employees who telework must be at their alternate worksite during their scheduled tours of duty.

b. Employees who telework may also have alternate work schedules at the discretion of the supervisor. Allowing teleworkers to begin and end their work day earlier since they are not commuting.

c. Employees may work part of the day at their approved alternate worksite and part of the day at the traditional worksite to accommodate work schedules and personal commitments (e.g., to attend a training course or a medical appointment located near the employee's alternate worksite prior to reporting to the traditional worksite).

d. Premium pay provisions that apply to work at the traditional worksite also apply to employees who telework. Employees may work overtime only when specifically ordered and approved in advance by the supervisor. Instances in which employees perform overtime work without prior supervisory approval may be cause for administrative or disciplinary action.

2. Time and Attendance. Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for work at the traditional worksite. SLDCADA requirements:

a. For instance, if an employee has a regular daily tour of duty of 8 hours and spends 8 hours in a telework status, 8 hours would be recorded under "THC" using the RG code.

b. Under "EHZ" employees are required to code what type of telework was completed. The telework codes are: TM - telework medical, TS - telework situational (this is ad-hoc) and TW - telework regular.

c. Telework and Travel. The provisions set forth in sections 550.112 and 551.422 of Title 5, Code of Federal Regulations, are applicable to employees who are directed to travel during a period scheduled for telework.

d. Emergency Situations. Emergency dismissal or closure procedures for employees, including employees teleworking, are prescribed by MCBO 3100.1B.

(1) If a situation arises at the employee's alternative worksite that results in the employee being unable to continue working (e.g., power failure), the supervisor should determine action on a case-by-case basis. Depending on the particular circumstances, supervisors may grant the teleworker excused absence, offer the teleworker the option to take leave or use compensatory time off or credit hours, if applicable, or require the employee to report for work at the traditional worksite. If a similar occurrence (not covered by MCBO 3100.1B emergency dismissal guidance) causes employees at the traditional worksite to be unable to continue working, e.g., part of a large organization is dismissed due to a lack of heat or cooling, employees who are teleworking would not be affected and would not need to be excused from duty.

(2) If the employee knows in advance of a situation that would preclude working at the alternative worksite, a change in work schedule, leave, or work at the employee's traditional worksite must be scheduled.

e. Supervisors are authorized to excuse telework employee absences of not more than fifty-nine (59) minutes. It is expected that supervisors will administer this authority equitably.

3. Equipment. The G-6 is the Command's Designated Approving Authority (DAA) and will determine the range of equipment required by a teleworker, the source of this equipment and responsibility for its installation, service and maintenance subject to the following:

a. Providing and/or installing government-furnished equipment, including separate phone lines, at alternative worksites is at the discretion of the G-6, and every effort should be made to provide the necessary equipment within budgetary constraints. Laptops and docking stations are useful options for teleworkers;

b. Supervisors should ensure that government equipment assigned to teleworkers is properly accounted for;

c. The employee continues to be bound by the DoD standards of conduct while working at the alternative worksite and using government-furnished equipment;

d. The command is responsible for the service and maintenance of all government-furnished equipment and software, and employees may be required to bring such equipment into the traditional worksite for maintenance;

e. The employee must protect all government-furnished equipment and software from possible theft and environmental damage. In cases of damage to unsecured equipment by non-employees, the employee will be held liable for repair or replacement of the equipment or software in compliance with applicable regulations on negligence;

f. If the CIO decides to approve government-furnished equipment and does not have enough office equipment to support its teleworkers due to shortages, the requirement can often be satisfied through excess property (Refer to Part 101-43 of the Federal Procurement Management Regulation (FPMR) regarding "Utilization of Personal Property.") The CIO may have knowledge concerning excess equipment availability. Excess property should be the first source of supply before considering purchasing equipment;

g. Public Law 104-52 authorizes agencies to use funds to install telephone lines in private residences of employees authorized to telework, and to pay monthly phone charges for such lines, within budgetary constraints. Teleworkers should be provided with Federal calling cards if duties require making long distance calls on a regular basis;

h. Maintenance of any government-furnished equipment may require access by approved repairers to the employee's home, with advance notice. Alternatively, the Command may require the work-at-home teleworker to transport government-furnished equipment to the traditional worksite for repairs.

i. Office supplies, such as paper, toner, printer ink etc., will be available to the teleworker for use at the alternative worksite in the same way as in the traditional workplace, if appropriate and approved.

4. Security Considerations. Employees are responsible for safeguarding all DoD information, protecting government furnished equipment and property and performing assigned duties while teleworking in support of Command mission requirements.

a. Employees in telework arrangements shall not take classified documents (hard copy or electronic) to their homes or alternate worksites. If classified telework is authorized at an approved alternate secure location, teleworkers shall comply with the procedures established by the DoD Agency regarding such work.

b. Employees must protect sensitive unclassified data, including Privacy Act or For Official Use Only data, consistent with the guidance set forth in DoD 5400.7-R (Reference (m)) and DoD Agency policy.

c. Employees must protect competition sensitive, source selection information, or contractor proprietary data restricted by section 423 of title 41, U.S.C. (also known as Section 27 of the Office of Federal Procurement Policy Act, as amended) (Reference (n)) or data otherwise restricted by the Federal Acquisition Regulation (Reference (o)) or the Defense Federal Acquisition Regulation Supplement (Reference (p)) or other acquisition policies.

d. Employees must comply with criteria and guidelines established by the ASD(NII)/DoD CIO and their respective CIO for using both government furnished equipment and non-government furnished equipment for access to DoD information systems and networks to perform telework.

e. Employees who telework from home must comply with criteria and guidelines established by their respective Commands for keeping both government furnished equipment and non-government furnished equipment and information safe and secure.

5. Telework for Employees with Disabilities. Telework is excellent for accommodating employees with disabilities. For information on employing and accommodating employees with disabilities, both at home and at the traditional worksite, see the handbook, Managing End User Computing for Users With Disabilities, prepared by GSA's Clearinghouse on Computer Accommodation (COCA). GSA's Federal Information Resources Management Regulations, FIRMR Bulletin C-8, establish government-wide guidelines for acquiring ADP equipment that helps disabled Federal employees.

6. Worker's Compensation and Other Liabilities

a. Employees who are directly engaged in performing the duties of their jobs are covered by the Federal Employees Compensation Act (FECA), regardless of whether the work is performed on the agency's premises or at an alternative worksite. An employee on the workers' compensation rolls who is a candidate for vocational rehabilitation may, upon approval by the Department of Labor (DOL), use telework as an option. It is a management decision, however, as to whether a light duty position would be developed for an injured employee. If a commander wishes to provide a position suitable for telework, it cannot require the use of one's personal residence or resources

to perform work. If an employee finds the home-based worksite not conducive to work, the teleworker would, upon approval of the DOL, generally be able to withdraw from the vocational rehabilitation trial and apply for a resumption of workers' compensation benefits.

b. The employee must notify the supervisor immediately of any accident or injury at the alternative worksite, provide details of the accident or injury, and complete the DOL Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation.

c. For work-at-home arrangements, the employee is required to designate one area in the home as the official work station. The government's potential exposure to liability is restricted to this official work station for the purposes of telework. Each employee with an approved Telework Agreement for work-at-home telework must sign a safety checklist that proclaims the home safe. Employees are responsible for ensuring that their homes comply with safety requirements.

d. The government is not 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 and Civilian Employees Claims Act. Occupational Safety and Health Administration rules govern Federal employee workplace safety.

DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 113, Secretary of Defense; DoD Instruction 1035.01, Telework Policy.

PRINCIPAL PURPOSE(S): Information is collected to register individuals as participants in the DoD alternative workplace program; to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities.

ROUTINE USE(S): None.

DISCLOSURE: Voluntary; however, failure to provide the requested information may result in your inability to be a participant in the telework program.

TERMS OF TELEWORK AGREEMENT

The terms of this agreement must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at <http://www.dtic.mil/whs/directives/> or on the Civilian Personnel Management Service Web Site at www.cpmc.osd.mil and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

1. Work schedules and hours of duty may be modified as necessary, but are subject to local management procedures and approval and/or collective bargaining agreement requirements. A copy of the employee's approved work schedule should be kept on file with the signed telework agreement. In emergency situations (as indicated in Section I, Block 12 of the telework agreement), the teleworker's work hours may be subject to change. Emergency schedules will be set based on mission needs.

2. If the employee reports to the regular worksite at least twice per pay period, the regular worksite is the official worksite as defined in part 531.605, subpart F of title 5, Code of Federal Regulations.

3. If the employee does not report to the regular worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. Exceptions to the twice each biweekly pay period requirement may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation).

4. All pay (to include locality pay or local market supplement), leave, and travel entitlements are based on the employee's official worksite as documented on a Notice of Personnel Action.

5. Prior to signing this Telework Agreement, the supervisor and employee will discuss:

- Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications);
- Safety, technology and equipment requirements; and
- Performance expectations.

6. Employee will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, or Sunday work) unless he or she receives permission from the supervisor. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.

7. If designated employee (as indicated in Section I, Block 12 of this agreement) is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. Supervisors may, on a case-by-case basis, administratively excuse the designated teleworker from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site. To the extent practicable, managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.

8. Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled in accordance with established policy and/or collective bargaining agreements, if applicable.

9. If the employee uses Government-furnished equipment (GFE), the employee will use and protect the equipment in accordance with the DoD Component's procedures. GFE will be serviced and maintained by the Government.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. **No classified documents (hard copy or electronic) may be taken to, or created at, an employee's alternative worksite.** If classified telework is authorized at an approved alternative secure location, teleworkers must comply with the procedures established by DoD 5200.01-R and the DoD Component regarding such work. **For Official Use Only (FOUO) and controlled unclassified information (CUI) data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations.**

12. When CUI including competition sensitive or source selection data is authorized for use at the telework location, criteria for the proper encryption and safeguarding of such information and data must be consistent with Enclosure 3, subparagraphs 3.f.(1) through (3) of DoDI 1035.01, Telework Policy. Component specific instructions must be included in the space allowed for Component specific comments or cite the appropriate Component references that contain these instructions.

13. The supervisor will determine how frequently, if at all, backup copies of data onto network drives or removable disks must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for the Government, as provided by statute and implementing regulations and as articulated in this agreement. (Approved authorizations are filed with this agreement.)

15. **The employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of title 5, United States Code.** The use of personal email accounts for transmission of Personally Identifiable information (PII) is strictly prohibited. PII may only be emailed between government email accounts and must be encrypted and digitally signed.

16. The DoD Component may inspect the home worksite, by appointment only, if the DoD Component has reason to suspect that safety standards are not being met and GFE is not being properly maintained.

17. The DoD Component will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence.

18. The DoD Component is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

TERMS OF TELEWORK AGREEMENT *(Continued)*

19. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official alternative worksite. Employees paid from nonappropriated funds are covered under the Longshore and Harbor Workers' Compensation Act. Any accident or injury occurring at the alternative workplace must be brought to the immediate attention of the supervisors who will investigate all reports as soon as practical following notification.

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

21. The employee acknowledges that telework is a discretionary alternative workplace arrangement. The employee may be required to work at the regular worksite on scheduled telework day(s) if necessary to accomplish the mission.

22. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance or conduct not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

23. The employee continues to be covered by DoD Component standards of conduct while working at the alternative worksite.

24. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

25. DoD Component-specific conditions may be included below.

COMPONENT-SPECIFIC TERMS AND CONDITIONS

**DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT**

(Read Privacy Act Statement and Terms of Agreement before completing this form.)

SECTION I - This document constitutes the terms of the telework agreement for:

1. EMPLOYEE <i>(Last Name, First, Middle Initial)</i>	2. OFFICIAL JOB TITLE
3. PAY PLAN/SERIES/GRADE/PAY BAND	4. ORGANIZATION
5. REGULAR OFFICIAL WORKSITE <i>(Street, Suite Number, City, State and ZIP Code)</i>	6. ALTERNATE WORKSITE ADDRESS <i>(Street, Apartment Number, City, State and ZIP Code) (May be TBD under emergency situations)</i>
7. ALTERNATE WORKSITE TELEPHONE NUMBER <i>(Include Area Code)</i>	8. ALTERNATE WORKSITE EMAIL ADDRESS <i>(Address for official emails if different from office email address. Identification of personal email address is not required.)</i>
9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES <i>(Agreement should be revalidated at least once every 2 years)</i> a. START (YYYYMMDD) b. END (YYYYMMDD)	10. TOUR OF DUTY <i>(X one) (Attach copy of biweekly work schedule)</i> <input type="checkbox"/> FIXED <input type="checkbox"/> FLEXIBLE <input type="checkbox"/> COMPRESSED
11. TELEWORK ARRANGEMENT <i>(X one)</i> <input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> SITUATIONAL Regular and Recurring Telework Schedule: _____ Number of Days per Week or Pay Period _____ Days of the Week (e.g., Mon, Wed, Thur) All employees who are authorized to telework on a Regular and Recurring or Situational basis to include emergency situations shall have a telework agreement in place.	
12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS Employee is expected to telework for the duration of an emergency pursuant to: 1) Component policy; 2) a pandemic; 3) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., snowstorm, hurricane, act of terrorism, etc.); or 4) when Government offices are open with the option for unscheduled telework when weather conditions make commuting hazardous, or similar circumstances compromise employee safety. Employees unable to work due to personal situations (e.g., illness or dependent care responsibilities), must take appropriate leave (e.g., annual or sick). If the worksite is closed or closed to the public, the employee may be granted administrative leave, on a case-by-case basis, when other circumstances (e.g., power failure) prevent the employee from working at the telework site. Managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.	
13. SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL <i>(Name and Signature)</i> <input type="checkbox"/> I also verify that I have completed approved telework training.	14. DATE (YYYYMMDD)
15. EMPLOYEE SIGNATURE <input type="checkbox"/> I also verify that I have completed approved telework training.	16. DATE (YYYYMMDD)

SECTION II - SAFETY CHECKLIST

SAFETY FEATURE (X)	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office.		
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).		
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).		
4. Office (including doorways) is free of obstructions to permit visibility and movement.		
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.		
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.		
7. If material containing asbestos is present, it is in good condition.		
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.		

I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.

9. EMPLOYEE SIGNATURE

10. DATE (YYYYMMDD)

SECTION III - TECHNOLOGY/EQUIPMENT CHECKLIST

(1) TECHNOLOGY/EQUIPMENT <i>(Indicate all that apply)</i>	(2) REQUIREMENT <i>(Y or N)</i>	(3) OWNERSHIP: AGENCY OR PERSONAL <i>(A or P)</i>	(4) REIMBURSEMENT BY COMPONENT <i>(Y or N)</i>
1. COMPUTER EQUIPMENT			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER:			
2. ACCESS			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER:			
3. CONNECTIVITY			
a. DIAL-IN			
b. BROADBAND			
4. REQUIRED ACCESS CAPABILITIES			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
5. OTHER EQUIPMENT/SUPPLIES			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER:			
6. SUPERVISOR'S SIGNATURE	7. DATE (YYYYMMDD)		
8. EMPLOYEE SIGNATURE	9. DATE (YYYYMMDD)		

SECTION IV - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION

(Complete this section when the telework agreement is cancelled.)

1. CANCELLATION DATE (YYYYMMDD)

2. INITIATED BY (X one)

EMPLOYEE

MANAGEMENT

3. REASON(S) FOR CANCELLATION

4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED
LIST PROPERTY AND DATE OF RETURN:

YES

NO

5. SUPERVISOR'S SIGNATURE

6. DATE (YYYYMMDD)

7. EMPLOYEE SIGNATURE

8. DATE (YYYYMMDD)