

APPENDIX 3.2

Article 26 Telework Form

Telework Agreement

This Telework Agreement between _____ (Supervisor/OPDIV) and _____ (Employee) describes the terms and conditions of participation in the Telework Program. Employee participation is voluntary, and employee will adhere to the applicable guidelines and policies.

- Employee has successfully completed telework training or is exempted by the head of the agency, as provided in the Telework Enhancement Act of 2010 (the Act).
- Employee has completed annual information technology security training and privacy awareness training, administered at the agency level, and understands his/her responsibilities in safeguarding work-related information.
- Employee has a valid virtual private network (VPN) account.

The employee's government-furnished workstation ID (e.g., HHS123456) is:

HHS _ _ _ _ _

Type of Telework Arrangement Approved (check all that apply)

- Regular, recurring telework*
- Situational/ad-hoc/episodic telework**
- Medical arrangement to accommodate an employee with a temporary or permanent illness or disability

*Participation in Regular telework also includes an employee's compliance with Episodic telework requirements for emergencies.

**Episodic telework: Approval enables the employee to participate in the Telework Program on a situational, occasional, or ad-hoc basis. However, the employee must obtain advance supervisory approval for each episodic telework situation. Episodic telework includes the requirement for employees to telework in emergencies.

Alternate Duty Station and Availability

The Employee's Alternate Duty Station (ADS) is located at:

_____.

- ADS is a residence.

- For employees who are on 100% telework, outside of the geographic location of their official duty station (ODS), the employee's ADS will serve as their ODS.

The employee can be contacted at the ADS work site by:

- Phone at _____
- Alternate phone (cell, SmartPhone, Blackberry etc.): _____
- Fax number: _____

- On ADS workdays, employee must be as accessible via telephone and email and be available to managers, co-workers and customers during their scheduled tour of duty as when working at the conventional work site. An employee may not be authorized to telework if the performance of that employee does not comply with the terms of the written agreement between the agency manager and the employee. *Telework Enhancement Act Sec. 6502(B)(3)*. Performance standards for teleworking employees are the same as performance standards for non-teleworking employees.

Schedule

Employee is approved to report to the official duty station i.e. conventional work site (ODS) and alternate duty station (ADS) on the days shown on chart below.

Pay Period Week 1	ODS	ADS	AWS Day Off	Pay Period Week 2	ODS	ADS	AWS Day Off
Monday				Monday			
Tuesday				Tuesday			
Wednesday				Wednesday			
Thursday				Thursday			
Friday				Friday			

- On ADS workdays, if the employee is on a flexible work schedule, employee is required to notify supervisor of start time of her/his workday prior to the beginning of the tour of duty.
- Teleworking employees are required to report to the official duty station according to the schedule determined by the Employer. In addition, the Employer reserves the right to require more frequent days at the conventional work site for situations deemed appropriate by the supervisor either planned or unplanned, due to special circumstances, including but not limited to, office assignments, meetings, absence of other employees, emergency situations, or training classes. The Employer will make reasonable efforts to provide alternative methods (e.g., teleconferencing, etc.), to avoid unplanned situations requiring the employee to report to the conventional work site.
- Time and attendance procedures are the same at the ADS as at the conventional work site. Requests to use leave, compensatory time or credit hours must be made in accordance with established office procedures, Department policies, and collective bargaining agreements, including obtaining supervisory approval prior to using leave or credit hours.
- Any request to earn credit time must be approved in advance, in accordance with established office procedures, Department policies, and collective bargaining agreements. Any overtime or compensatory time must be ordered and approved by the Employer in advance. The Department will not compensate unapproved overtime work.

- The employee agrees not to engage in non-work activities while in official duty status at the ADS. This includes such activities as child care, elder care, and the conduct of other personal or family business.
- The Standards of Ethical Conduct for Employees of the Executive Branch, supplemental Department standards (5 CFR Part 5501), and applicable agency standards (e.g. FDA, NIH) continue to apply to employees at the ADS.
- Employees who participate in the Telework Program may be required to share office space, including “hoteling” or desk sharing, with their co-workers at the official duty station.

Expectations for Emergency Telework

Employees are *telework-ready* when they have a current written telework agreement in place. Telework-ready employees will be required to perform unscheduled telework during emergencies (e.g., closures due to inclement weather, power outages, water main breaks, etc.). These telework requirements apply to all telework-ready employees; they are not limited to employees scheduled to telework on the day of the emergency. They also apply to all telework-ready employees regardless if they are on a regular or episodic telework arrangement. Supervisors may approve exceptions on a case-by-case basis in unusual circumstances or for personal hardships.

Equipment and other expenses

- The employee agrees to ensure the protection of all Government-Furnished Equipment (e.g., laptop computer, software, Blackberry, etc.) from theft, damage, and/or inappropriate use. The employee must notify the Employer of any theft or damage to Government-furnished equipment and malfunctions of such equipment. The Employer is responsible for the routine maintenance and repair of all Government-furnished computer hardware and software used at the ADS. The Employer is not obligated to repair or replace privately-owned equipment that is lost or damaged.
- If the teleworker prefers to use personal computer equipment for official Government purposes while at the ADS, prior approval from the Employer must be obtained and the equipment must meet all Employer requirements and specifications. The teleworker is responsible for installing, servicing, and maintaining personal computer equipment and for checking for viruses on any software added or data files imported.
- The Employer is not responsible for any operating costs that are associated with the use of an employee’s residence as an approved ADS worksite (e.g., home maintenance, insurance, utilities, etc.)

Information Security

- The employee agrees to adhere to all Federal, Department and Agency requirements for assuring this his/her systems and information are safe and secure from unauthorized access that might lead to the alteration, damage, or destruction of automated resources and data, unintended release of data, and/or denial of service. This includes ensuring that any equipment

and software used to remotely access the Employer's network are configured to the Employer's standards.

- Employees must comply with all security measures and disclosure provisions, including password protection and data encryption, so that the Privacy Act or other security standards are not compromised.
- The employee agrees to ensure the secure storage of files, removal and non-recovery of temporary files created, and appropriate destruction of extraneous material printed when remotely accessing the Employer's or Department non-public network.
- The employee will safeguard sensitive, Privacy Act or proprietary information that is accessed from the ADS. Sensitive, Privacy Act or proprietary information includes, but is not limited to, individually identifiable information such as names, addresses, social security numbers, health insurance claim numbers of Agency beneficiaries, medical or other personal Agency beneficiary or patient information, personnel information, and individually identifiable financial information.
- The employee will apply approved safeguards to protect Government/Employer records and information from unauthorized disclosure or damage and will comply with all statutory requirements for records protection.
- Employees must protect all government records and data against unauthorized disclosure, access, mutilation, obliteration and destruction.

Safety

- The employee agrees to provide a work area adequate for the performance of official duties, which includes adequate and safe provision of electricity, internet and phone connectivity, lighting, security for government documents and data. This includes, but is not limited to, assuring that the home's internet and electrical system is adequate for the use of Government-furnished equipment, safeguarding Government-owned equipment from children and pets, and providing smoke detectors.
- Employee should immediately report and manager should immediately investigate any reports of accidents or injuries on the job.
- For employees whose residence is the approved ADS, the employee is responsible for ensuring that all applicable building and safety codes are met. As part of this telework agreement, the employee has completed a Self-Certification Safety Checklist certifying to the safety and adequacy of his/her residence as an approved ADS worksite.
- The Employer has the right to inspect the ADS, including a residence, at any time to ensure its suitability: The Employer will provide not less than one (1) workday's notice in advance of the inspection and the Union shall have a right to be present. The employee agrees to permit the Employer to conduct periodic home inspections of the employee's residence as an approved ADS worksite during the employee's normal working hours to ensure proper maintenance of Government-owned equipment, worksite conformance with safety standards and other specifications within this agreement and the collective bargaining agreement between HHS and the Union.

Signatures

We hereby certify that I have read and understand this Agreement and agree to adhere to all requirements.

Employee Name & Organization

Date

Manager Name & Organization

Date