

**Article 12**

**Agreed to on February 17, 2011**

**Telework**

\_\_\_\_\_ **for the Agency**

**Section 1: Purpose**

\_\_\_\_\_ **for Local 12**

DOL Management and Local 12 jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. In recognizing this benefit, both parties also acknowledge the needs of the DOL to accomplish its mission without diminishing employee performance or the operations of the Agency. Participation in the telework program must be consistent with mission accomplishment and customer service.

The benefits of telework include recruiting new workers, retaining valuable talent, allowing the Federal government to maintain productivity in various situations, balancing work and family responsibilities, providing reasonable accommodation for disabled employees, realizing cost savings to the Government, and meeting environmental, financial, and commuting concerns. In addition, telework helps maintain Continuity of Government Operations (COOP) and continued productivity during emergency situations (e.g., public health emergencies, localized acts of nature, accidents, etc.).

Public Law 111-292 requires Agencies to have telework programs, but nothing in that statute or in this Agreement gives individual employees a right to telework. The parties agree that working a telework schedule is a privilege rather than a right. Throughout this Agreement, the words telework and flexiplace are used interchangeably to refer to a voluntary program which permits employees to work at home or at other approved sites away from the office for all or part of the workweek. This does not bar Management from requiring employees whose positions have been identified as mission critical under COOP or other emergency situations from working at an alternate site as permitted by law, rule or regulation.

Provisions of this Article which conflict with any future law or regulation must be brought into compliance with such requirements.

## **Section 2: Types of Arrangements: Informal and Formal**

Formal arrangements are regular and recurring in nature and include working at home, telecommuting centers, or other sites approved by the supervisor. Formal arrangements require a written agreement between the supervisor and the employee. It is agreed that probationary employees are not eligible for formal telework plans.

Informal arrangements are ad hoc or episodic in nature for short periods of time not to exceed sixty (60) aggregate days in a twelve (12) month period. These situational arrangements, which are reached between the supervisor and employee, are not regular or recurring, are not expected to continue on a long term basis, and require a written agreement. Such arrangements will normally take one (1) day or less, but could last longer if a project or work assignment necessitates more time. Informal arrangements may be used as trial periods to determine the practicality of formal arrangements. Probationary employees are eligible for episodic or ad hoc telework plans, and thereby, are eligible to work unscheduled telework when authorized by OPM if they are participating in such a plan and to the extent technology and work load permits.

## **Section 3: Eligibility**

- a. Consistent with the parties' goals of fostering a family-friendly workplace, all employees are eligible to participate in the telework program, except for employees whose duties and responsibilities include:
  - 1) required daily access to classified/secured or sensitive information which can not be transported or accessed remotely;
  - 2) required daily in-person contact with members of the public or the use of equipment at the main worksite; or
  - 3) performance that is otherwise infeasible away from the employee's regular place of employment.
- b. Furthermore, an employee is not eligible to telework if, in the previous three (3) years, the employee has been officially disciplined for being absent without permission for more than five (5) days in any calendar year, or for violation of subpart G of the Standards of

Ethical Conduct for Employees of the Federal Branch, for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

Within ninety (90) days of the effective date of this Agreement, Management will review all Local 12 bargaining unit positions and identify those which are not eligible for telework. Results of this review will be shared with the Telework Committee and Local 12.

c. For those employees determined eligible to participate, the following criteria must be met:

- 1) A sufficient amount of the employee's essential functions can be performed at an alternate worksite. It is understood that the accomplishment of the Agency's mission is paramount. While supervisors and managers are encouraged to be progressive in regard to reengineering or restructuring how their offices operate or the manner in which they assign work, there is no contractual obligation or requirement on Management to do so to accommodate an employee's request to participate in telework.
- 2) The employee will be available and accessible to supervisors, co-workers, and customers at all times while performing work at an alternate worksite.
- 3) The employee's most recent performance evaluation is at least Effective.
- 4) There is no conduct problem that has been the subject of an Agency Decision within the previous twelve (12) months that would cause Management to be concerned about the employee's trustworthiness or dependability.
- 5) Costs of such an arrangement are feasible. The parties recognize that costs or cost savings in technology, equipment and telecommunications are considerations in decisions regarding participation in telework arrangements. While it is expected that telework may require some costs, the costs involved may be too much for the Agency to finance. The parties anticipate that

denials based upon financial considerations will be the exception and not the rule.

6) Technology/equipment needs: The parties recognize that existing and evolving technology(ies) may allow or prevent an employee from participating in the Telework Program. The employee may need access to specific equipment and/or technology on telework days. Such equipment/technology may include:

- \* Telephone access, including long distance
- \* Computer and/or printer assigned to the employee's home
- \* Computer hardware/software
- \* Modem and possible additional computer access
- \* Modifications to the central computer to allow employees to connect
- \* Equipment maintenance and repair
- \* Remote technical assistance
- \* Replacement of damaged or lost equipment
- \* Fax capability
- \* Internet service provider

7) Any required telework training is completed before the Telework Agreement is signed.

d. The Department agrees that there will not be any discrimination against, or disparate treatment toward, any employee with respect to the applicability of any of the criteria set forth above.

#### **Section 4: Coverage of Office Functions**

a. Management will continue to have responsibility for seeing that the mission of the Department is carried out. Each office will determine adequate coverage during official hours for the purpose of assuring that the functions of the office and mission of the Department are fulfilled. Some examples of the principal forms of coverage are:

1) Having phones answered;

- 2) Providing clerical, technical, and professional support;
  - 3) Providing office representation at essential meetings;
  - 4) Handling inquiries from the public; or
  - 5) Providing program needs based on business necessity.
- b. When coverage requirements are established for any given function, all employees with such responsibilities are obliged to meet coverage requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the supervisor. Determining office coverage involves both the office worksite and the telework site. Where practicable, personal preference will be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way. The opportunity of each employee to maximize his/her telework participation shall be consistent with the coverage of legitimate work unit functions as determined by the supervisor.

## **Section 5: Time Frames**

Upon receipt of a written request for formal telework, the supervisor and the employee will meet to discuss and review the request. The supervisor's decision is to be provided to the employee within ten (10) workdays of the request.

- a) If **disapproved**, the employee will be advised in writing with the reason(s). If the disapproval subsequently becomes the subject of an arbitration, the parties will clarify all the issues in accordance with Article 48 of this Agreement.
- b) If **approved**, the specifications of the arrangement will be established, reduced to writing on a Standard Individual Telework Agreement Form, and signed by both the supervisor and the employee. The employee will begin working at the alternate worksite within fifteen (15) workdays days after completion of the agreement form unless circumstances dictate otherwise.

## Section 6: Operating Principles

- a. In recognition of the growing importance of teleworkers in maintaining the Continuity of Government Operations, employees who are scheduled to telework during a building closure or early dismissal due to inclement weather or other emergency situations are expected to continue working unless they are excused from duty as determined by their manager on a case-by-case basis.

On a case-by-case basis, an Agency may excuse a teleworker from duty during an emergency situation if the emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, etc.), if the teleworker faces a personal hardship that prevents him or her from working successfully at the telework site, or if the teleworker's duties are such that he or she cannot continue to work without contact with the regular worksite. Factors such as travel conditions between the telework site and home or unexpected childcare or eldercare responsibilities due to school or center closings should be considered.

- b. For employees who are approved to be on formal telework, the employee will normally have the option to work the designated flexitime plan/schedule of his/her organization or to opt out of flexitime. If the employee's choice is to opt out, then the supervisor and the employee will agree on an 8 ½ hour tour of duty. Managers may also require employees who are approved to be on formal telework to establish an 8 ½ hour tour of duty if the mission and/or work of the office necessitate specific work hours.
- c. The governing rules, regulations and policies concerning time and attendance, overtime and leave are unchanged by participation in telework. Employees will not perform overtime or night work without expressed approval in advance.
- d. Supervisors maintain full authority to assign work. This includes, but is not limited to, assigning specific work products to be completed or requiring an employee to provide a brief oral summary of accomplishments on telework days.

- e. Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.
- f. The Government is not responsible for operating costs, home maintenance, or any other incidental costs to the employee (e.g., utilities). Employees on telework are entitled to reimbursement for authorized expenses while conducting government business.
- g. For employees who are approved to be on telework, the following applies with respect to equipment:
  - 1) If the employee uses government equipment, the employee will use and protect the equipment in accordance with 5 CFR 2635.704.
  - 2) Government-owned equipment will be serviced and maintained by the government.
  - 3) If the employee uses his/her own equipment, the employee is responsible for its service and maintenance.
  - 4) Employees will ordinarily be given a minimum of 24 hours advance notice regarding management service or maintenance of government-owned property. Such service or maintenance will occur during the employee's normal work hours unless circumstances dictate otherwise.
- h. Employees on telework are obligated to ensure a safe and healthy work environment and to apply necessary safeguards to protect government records from damage or unauthorized disclosure.
- i. After the employee and supervisor have signed the Standard Individual Telework Agreement, the employee shall be encouraged to meet with the Local 12 Agency Vice-President or designee in order that the Union may determine that the Standard Individual Telework Agreement is consistent with this Contract.
- j. To ensure access to bargaining unit employees participating in telework, the Standard Individual Telework Agreement will state the employee's name; his/her alternate worksite address (es), including

telephone number, e-mail and/or fax number, unless prohibited by law. Management shall provide any omitted information upon receipt. A copy of the executed Standard Individual Telework Agreement shall be provided to the Union (N-1503) and the Agency/Regional Telework Coordinator.

- k. In circumstances where OPM authorizes the use of unscheduled telework, those employees who are currently on a Formal Telework Plan must either work at their alternate worksite to the extent technology and work load permits, report to their duty station within DOL, or take unscheduled leave. Employees currently on an Informal Telework plan and those employees who participated in any Telework arrangement in the previous six (6) months and who were not removed involuntarily may work at their alternate worksite if technology and their work load permit such participation. In these circumstances, employees should notify their supervisor(s) of their intent to telework, whether on a scheduled or unscheduled basis, or in the alternative, to use unscheduled leave.

## **Section 7: Recall**

Employees participating in telework programs must be accessible and available for recall to their regular offices for work needs that cannot be performed at the alternate worksite. Recall examples include, but are not limited to, training, special meetings, new work requirements, unanticipated short-term staffing shortages and emergencies. Management will take full advantage of existing technology (teleconference, e-mail, fax, etc.) where possible in order to minimize recall. A recall shall last no longer than is reasonable to complete the task or purpose of the recall. When possible, Management will provide reasonable advance notice of not less than 24 hours for all recalls; however, depending on the circumstances there may be times when advance notice cannot be given.

## **Section 8: Termination**

- a. Employees may voluntarily terminate participation in the telework arrangement at any time; however, employees may be expected to



continue working at the alternate worksite for a reasonable period to allow Management time to arrange a work station.

b. Supervisors may terminate an agreement whenever one or more of the following conditions occur:

- 1) There is a change in work requirements, or the arrangement no longer supports the mission.
- 2) The employee's performance is less than Effective after at least ninety (90) days.
- 3) The employee has demonstrated conduct problems regarding trustworthiness or dependability to the extent that he/she should be removed from the program.
- 4) Costs of the agreement are no longer affordable.
- 5) Technology changes require return to the regular office.
- 6) The employee does not comply with the terms of his/her agreement.

c. When terminating a telework arrangement, the following must occur:

- 1) To the extent practicable, Management will provide at least (five) 5 workdays advance notice of the termination of any agreement.
- 2) The Notice of Termination must be in writing and indicate the reason(s) for termination.
- 3) When a telework arrangement is terminated, Management should notify the appropriate Local 12 Agency Vice-President and the Agency/Regional Telework Coordinator.

d. Removal from telework does not prevent an employee from reapplying as soon as the required criteria are met.

## **Section 9: Space**

Employees working a permanent flexiplace/telework schedule of three (3) or more days a week are not entitled to a dedicated personal work station. These employees may be required to utilize common/shared work areas as described in Article 34. Under this concept, employees will be provided a work area which includes a work surface, PC or docking station, phone and a locked storage area. It is understood that these work areas are not permanently assigned to any specific employee and are utilized as available and as needed when the employee is required to report to the office.

## **Section 10: Safety**

Each participating employee should sign a self-certification checklist that proclaims the alternate worksite is safe. Management may deny an employee the opportunity to participate in telework or may recall a telework agreement based on safety problems at the telework site.

## **Section 11: Pre-existing flexiplace/telework arrangements**

Pre-existing Flexiplace/telework arrangements must be brought into conformance with this Article within sixty (60) days of the effective date of this agreement, unless they are entered into pursuant to negotiated Memorandums of Understanding (MOUs) between the Union and a DOL Agency or subdivision.

## **Section 12: Grievability**

Management's decisions on participation, recall or termination of formal telework arrangements are grievable. Decisions on informal telework arrangements are not grievable unless the employee alleges that a decision on informal telework arrangements is a prohibited personnel practice.

## **Section 13: Issue Resolution**

Agency managers and Union officials are encouraged to establish creative approaches to provide information and resolve problems regarding

telework. Such approaches could include joint task forces, joint committees, designated technical advisors, etc. Where there are disputes over participation, recall or termination of a formal telework arrangement, the parties encourage Agency and Union officials to develop alternate dispute resolution methods to resolve such issues. Each DOL Agency will designate a Telework Coordinator to whom employees and supervisors can go for technical guidance and assistance as telework issues or problems arise. In addition, the parties will provide joint training on this Article to the Telework Coordinator as well as to Agency Vice-Presidents and Stewards.

#### **Section 14: Telework Committee**

There shall be a Committee at the Departmental level to oversee implementation and evaluate the functioning of the Telework Program. This Committee may, by mutual agreement, address individual issues or concerns. Local 12 shall appoint one member to this Committee for each Committee member appointed by Management. In addition, the parties shall enter into an MOU (Memorandum of Understanding) to establish a Labor-Management Relations (LMR) Forum which will evaluate the implementation, functioning, and the beneficial aspects of telework, in general, and any Pilot Program(s) identified within the MOU concerning telework.

**U.S. DEPARTMENT OF LABOR**  
**Section 15: Standard Individual Telework Agreement**

The following constitutes an agreement between the named employee and the Agency on the terms and conditions of the individual's participation in the DOL Telework Program.

Employee Name: \_\_\_\_\_  
Agency: \_\_\_\_\_  
Official Duty Station Address: \_\_\_\_\_  
Alternate Worksite Address: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Supervisor Name: \_\_\_\_\_

- This agreement is for a formal arrangement. The employee will telework under a formal arrangement on the days identified below in a bi-weekly pay period. Nothing precludes the employee and supervisor from informally agreeing that the employee will report to the office on a scheduled telework day on an ad hoc/as needed basis.

**Telework Schedule**

<u>Week 1:</u>	<u>Week 2:</u>
<input type="checkbox"/> Monday	<input type="checkbox"/> Monday
<input type="checkbox"/> Tuesday	<input type="checkbox"/> Tuesday
<input type="checkbox"/> Wednesday	<input type="checkbox"/> Wednesday
<input type="checkbox"/> Thursday	<input type="checkbox"/> Thursday
<input type="checkbox"/> Friday	<input type="checkbox"/> Friday

- This agreement is for an informal arrangement. The employee will telework on an ad hoc/as needed basis with supervisory approval.

The employee's telework arrangement will begin on \_\_\_\_\_.

The employee chooses  chooses not  to participate in the office's flexitime work schedule (must select one)

If the employee chooses not to participate in the office's flexitime work schedule, the employee and supervisor agree that the employee's official tour of duty will be from \_\_\_\_\_ to \_\_\_\_\_.

If the employee chooses to participate in the office's flexitime work schedule, the employee will communicate his/her daily start and stop times by means of \_\_\_\_\_.

Everything in this Section is subject to office coverage needs as outlined in Article 12 and Article 5 of the DOL - Local 12 Collective Bargaining Agreement.

The rules and policies governing the employee's time & attendance, and the requesting of overtime and leave are unchanged by participation in the telework program. Employees must obtain supervisory approval before taking leave in accordance with prescribed office procedures and applicable law, rule, or regulation. If the employee works overtime that has been directed and/or approved in advance, the employee will be compensated in accordance with applicable law, rule, or regulation.

If the employee uses Government equipment, the employee will use and protect the Government equipment in accordance with 5 CFR 2635.704. Government-owned equipment will be serviced and maintained by the Government. If the employee provides his/her own equipment, the employee is responsible for servicing and maintaining it.

Employees must make a reasonable attempt to ensure a safe and healthy work environment. Provided the employee is given at least 24 hours advance notice, and Management has reasonable cause to believe that hazardous working conditions exist, an inspection by the Government of the employee's home worksite may be conducted during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with health and safety standards.

The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claim Act.

The Government will not be responsible for operating costs, home maintenance, or any other incidental cost whatsoever (e.g., utilities) associated with the use of the employee's residence. By participating in this program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.

Injuries that arise in the performance of duty at the alternate worksite are subject to the Federal Employees' Compensation Act.

The employee will apply approved safeguards to protect Government/Agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, Public Law 93-579, codified at Section 552a, title 5 U.S.C. and specific Agency(ies) confidentiality requirements. The supervisor and employee will discuss these safeguards.

The employee has been provided a copy of the Telework Article.

**Employee Certification**

The employee volunteers to participate in telework and agrees to adhere to the terms and conditions of the DOL Telework Program and this agreement.

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

**Supervisor Certification**

The Agency concurs with this employee's participation and agrees to adhere to the terms and conditions of the DOL Telework Program. A copy of the signed agreement must be provided to the Agency/Regional Telework Coordinator and Local 12. These parties must be notified when/if this agreement is terminated.

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

**For use by Agency/Regional Telework Coordinator:**

Date agreement is received: \_\_\_\_\_

Date agreement is forwarded to Local 12: \_\_\_\_\_

Date agreement is terminated (if applicable): \_\_\_\_\_

Date Local 12 is notified of agreement termination (if applicable): \_\_\_\_\_

**Department of Labor (DOL)**  
**Standard Alternate Worksite Employee Safety Self-Certification**

<b>To be completed by employee:</b>	
Employee Name:	Date of Certification:
Agency:	Employee's Business Telephone:
Address of Alternate Worksite:	Phone # of Alternate Worksite:
<p>The following checklist is designed to assess the overall safety of the alternate worksite. Each participant should read and complete the self-certification safety checklist. Upon completion the checklist should be signed and dated by the participant employee and immediate supervisor.</p>	

**A. WORKPLACE ENVIRONMENT**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. Are all stairs with 4 or more steps equipped with handrails?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Do circuit breakers clearly indicate if they are in the open or closed position?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. 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 to the ceiling)? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Will the building's electrical system permit the grounding of electrical equipment?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 6. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 7. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 8. Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 9. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 10. Is the office space neat, clean, and free of excessive amounts of combustibles?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 11. Are floor surfaces clean, dry, level, and free of worn or frayed seams?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 12. Are carpets well secured to the floor and free of frayed or worn seams?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 13. Is there enough light for reading?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

**B. COMPUTER WORKSTATION (IF APPLICABLE)**

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 14. Is your chair adjustable?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 15. Do you know how to adjust your chair?                            | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 16. Is your back adequately supported by a backrest?                 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 17. Are your feet on the floor or fully supported by a footrest?     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 18. Are you satisfied with the placement of your VDT and keyboard?   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 19. Is it easy to read the text on your screen?                      | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 20. Do you need a document holder?                                   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 21. Do you have enough leg room at your desk?                        | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 22. Is the VDT screen free from noticeable glare?                    | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 23. Is the top of the VDT screen at eye level?                       | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 24. Is there space to rest the arms while not keying?                | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 25. When keying, are your forearms close to parallel with the floor? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 26. Are your wrists fairly straight when keying?                     | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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

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

NOTE: The supervisor should retain a copy of this Employee Self Certification Safety Checklist along with the written Flexiplace agreement. This safety checklist is intended to be a guide for the employee and the supervisor. If either the employee or the supervisor has concerns as to whether the prospective alternate work site is adequate in terms of safety or health, either should consult with the Agency's Safety and Health Officer.