ARTICLE 17

Telework

**Section 1 Purpose**

The purpose of this Article is to establish a uniform Telework Program that permits eligible NTEU bargaining unit employees to perform Agency assigned work or other Agency approved activities at a management-approved alternate duty station (ADS). This Telework Program replaces all other Telework programs and practices for NTEU bargaining unit employees. The Agency is committed to offering telework opportunities provided that the technological components and equipment are available and in place and that sensitive materials, including Personally Identifiable Information (PII), can be safeguarded. Management will make telework determinations consistent with the eligibility criteria contained in this Article, taking into account requirements of the position, performance of the employee, impact on organizational performance, and availability of appropriate technology. The agency supports the broadest use of telework by eligible agency employees to the extent that it maintains or enhances employee performance, cost savings and agency operations.

The parties agree that telework requires a collaborative effort between management and employees and that the goals of telework include fostering a positive work culture and environment that will assist ODAR in maintaining a productive and high quality workforce. This program may serve as a recruitment and retention tool and allows participants the opportunity to balance work and home life demands, reduce commuting problems and contribute to a cleaner environment, improve productivity and improve employee morale.

**Section 2 Definitions**

1. Alternate Duty Station (ADS) – an employee requested and management-approved work site that is geographically convenient to the employee’s official duty station (ODS). Specifically:

* 1. An employee’s residence as reflected in his/her Telework Program Agreement; or
  2. A Teleworking Center (often called a Telecenter) operated by GSA; or
  3. Another SSA facility or office that may be closer to an employee’s home and where there is space to accommodate additional agency employees.

Once the ADS is approved, the employee may only change the location of the ADS with prior management approval.

1. Official Duty Station (ODS) – the employee’s official agency worksite.
2. Telework Program Request – a written application for participation in the Telework Program in which the employee describes the general and specific work assignments that the employee proposes to perform at the ADS.
3. Telework Program Agreement – a written agreement between the supervisor and the employee defining the employee’s obligations and responsibilities under the Telework Program.
4. Portable Work - work normally performed at the employee’s ODS that can be effectively performed at the ADS. This work is part of the employee’s regular work assignment or approved special work assignments.
5. Non Portable Work – Assignments that are not portable include those assignments that require face-to-face customer contact or the employee’s physical presence at the ODS.
6. Core Day(s)–Day(s) of the week not eligible for telework. Core days shall be limited to no more than one core day per week.
7. Scheduled Telework - The employee teleworks on a routine, regular, and recurring basis at ADS.
8. Episodic Telework - The employee teleworks on an occasional irregular basis at an ADS Episodic telework may include a temporary project, approved on a case-by-case basis, where the employee may work less than a full day at the ADS.

**Section 3 Eligibility**

Participation in telework will be voluntary and employees may withdraw at any time with advance notice to their immediate supervisor.

To be eligible to participate in Telework, an employee must meet all of the following conditions:

1. Not be under a**n** ~~Performance Assistance (PA) or~~ Opportunity to Perform Successfully (OPS) plan;
2. Not currently be on sick leave restriction;
3. Not be in a probationary period, first year of a 2-year trial work period**,** or formal training status. However, employees in formal training or in a development program will be considered on a case-by-case basis. Formal training status does not include the normal progression of an employee through a career ladder. However, formal training status may include periods when an employee needs close supervision or regular feedback from management and/or technical mentors that cannot effectively be accomplished at the ADS.
4. Not have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct For Employees of the Executive Branch for viewing, downloading, or exchanging pornography on a Federal government computer or while performing official government duties;
5. Complete appropriate agency Telework training;
6. Is willing to sign and abide by the conditions of the Flexiplace Telework Program Agreement (Appendix 1) and the self-certification safety checklist (Appendix 2). Once an employee is approved for participation in the Telework Program, it is understood that the general and specific work assignments set forth in the Telework Program Agreement may be changed.
7. Maintain at least an acceptable level of performance (e.g., successful contribution rating);
8. Has sufficient portable work to be completed at the ADS;
9. Not be excluded from participation by law, or by government-wide rule or regulation;
10. Use approved appropriate technology; and
11. Not have been disciplined within the preceding 12 months for misconduct that has a nexus to Telework. This 12-month period does not apply to employees who were terminated from Telework in accordance with Section 10 of this Article.

**Section 4 ODS Shared Work Space**

1. Employees who telework two (2) or less days per week will keep their workstation.
2. Employees who telework more than two (2) days per week may be required to share space with other employees in accordance with the September 24, 2015 Space Sharing MOU.
3. Management will make every effort to provide employees with a workspace at the ODS with an agency computer, phone including voicemail**,** and locked storage.

The Agency agrees to make a five (5) drawer locking cabinet available from existing office inventory to each employee sharing space. If a five (5) drawer locking cabinet is not available, the Agency will provide a two (2) drawer locking cabinet.

1. Employees who are not required to share space may elect to move to an unoccupied, comparable workspace prior to management designating workspaces that will be used for sharing. Conflicts will be resolved by seniority order according to employee time in their ODS.
2. Employees may retain their chairs when sharing space.
3. An employee whose workspace was modified or adjusted due to an approved reasonable accommodation request will not be required to share space unless management can reasonably accommodate the employee in a comparable shared workspace to perform his/her assigned duties.

### **Section 5 Telework Procedures**

A. Work performed under a Flexiplace/Telework arrangement may be scheduled or episodic.

B. Requests to Participate in Telework

1. Scheduled Basis

Employees may request to participate in the Telework program during the months of February and August by submitting a Telework Program Request and Self-Certification Safety Checklist Form and Telework Program Agreement (Exhibits 1 and 2). Management will act on requests within ten (10) working days of the close of the request period for scheduled telework. If the participant’s request is denied, management will annotate the reasons for the denial on the telework request form.

Employees will not have to submit future requests once the original request is approved unless a schedule change is requested by the employee during the February and August timeframes. Approving officials will re-evaluate existing schedules during the relevant six-month request period, as appropriate.

2. Episodic Basis

Employees may apply at any time to participate in episodic telework to work on a specific assignment. Management will act on these requests no later than five (5) working days following receipt of the request. If the participant’s request is denied, management will annotate the reasons for the denial on the telework request form. Depending on the nature of the assignment, employees may be approved to work episodic telework up to five days per week at the ADS.

3. Emergencies and Other Requests

1. Employees with a bona fide emergency may request participation in scheduled telework or a change in his/her telework day(s) outside the normal request times. If approved, employees may begin participating in telework or working the newly approved schedule at the start of the next pay period.
2. Management will also timely consider non-emergency requests to change a scheduled telework day or participate in telework outside the normal request times.

C. Staff Coverage

If the number of eligible employees requesting to Telework on a given workday exceeds the coverage requirements, approval will be made based on seniority order according to employee time in their ODS.

If coverage problems necessitate suspending scheduled telework agreements, it will be accomplished in inverse seniority order according to employee time in their ODS. The local representative will be notified as soon as practical regarding the suspension.

**Section 6 Hours of Work and Employee Availability**

Teleworkers are in a duty status when teleworking and are expected to have the resources necessary to perform their jobs and concentrate on official duties without interruption. Employees may not use duty time for any purpose other than performing Agency-assigned work. Union officials may use official time at the ADS in accordance with Article 8.

Management is responsible for supervising work in accordance with the Fair Labor Standards Act. Article 15 of the 2014 SSA-NTEU National Agreement will apply to those employees who work at an ADS. With prior management approval, employees with an approved telework agreement may earn credit hours and work daily overtime at the ADS if the employee was already working at the ADS when the period of credit or overtime begins. With prior management approval, employees with an approved telework agreement may earn Saturday credit hours and work weekend overtime at the ADS

Requests for leave will be handled in accordance with Article 16 of the 2014 SSA-NTEU National Agreement and the March 27, 2014 WebTA MOU.

A. Office Closure/Early Dismissal/Late Opening

If there is a full day closure, an early dismissal, or late opening at the ODS, and the employee is working at their residence as the ADS, the employee is required to complete a full workday, unless the employee takes appropriate leave. If the ADS is a telecenter or another SSA facility, the employee must abide by the office closure, early dismissal, or late opening rules for that location.

B. Alternate Duty Station Problem(s)

Employees will promptly inform management of any disruptions at the ADS, e.g. equipment failure, power outages, telecommunication difficulties, etc. that impact the employee’s ability to perform ODAR assigned duties. In these situations, management may require the employee to report to the ODS or the employee may request leave. If the employee is required to report to the ODS, the employee is not guaranteed “replacement time” or an “in lieu of” telework day. However, the employee’s telework day may be temporarily switched to another day with management’s approval.

C. Split Days at the ADS and ODS

Employees may not split a regularly scheduled telework day between the ADS and the ODS, unless the employee is required to report to the ODS or in accordance with the Space Sharing MOU.

D. Telephones

1. When working at the ADS, an employee must be accessible by telephone to his or her supervisors, clients, colleagues, and external customers during working hours, exclusive of the lunch period and break periods. Employees are only required to provide a personal phone number to their supervisory chain.
2. The employee’s break and lunch periods will be defined in the employee’s Telework Program Agreement.
3. While at the ADS, the employee is responsible for retrieving, and responding in a timely manner to voice mail left at both the ADS and the ODS.
4. Employees will not be reimbursed for any out-of-pocket expenses related to telephone calls. If employees anticipate a need to place long-distance or toll calls for work, they may request a government phone card for such calls.
5. ODAR will provide the employee with general office supplies needed to work effectively at the ADS.

E. **Additional Communication Methods**

Management may require that the employee enable a pre-programmed e-mail reply (e.g. “Out of Office Assistant”) to be sent in response to all incoming e-mail on the day(s) that the employee is working at the ADS.

Management may require that employees be signed into Lync or similar technology while working at the ADS. An employee’s Lync indicator (or similar technology) should accurately reflect their work status.

Management may also require that employees be available via video while working at the ADS after a one-year pilot. Employee participation in the pilot will be voluntary. The Agency agrees to provide training on use of video and that employees will receive reasonable advance notice, normally 30 minutes, of mandatory video calls. The Telework Committee will monitor the pilot and provide a report to the Chapter President and/or designee and the Agency at the conclusion of the pilot.

#### F. Telework Suspensions

Reasonable advance notice, normally 24 hours if practicable, will be provided when employee(s) may be required to report to their official duty station for situations such as previously scheduled training, conferences, meetings or to perform work on a short-term basis that cannot otherwise be performed at the ADS or accomplished by telephone or other reasonable alternative methods. Employees may resume telework as soon as the suspension is over.

Employees may voluntarily suspend telework by notifying their supervisor in advance. Employees may resume their telework schedule by notifying their supervisor.

G. Call Backs

Employees may be called back to the ODS in the event work issues arise which cannot be performed at the ADS or accomplished by telephone or other reasonable alternative methods. Employees are required to report to their ODS as soon as possible and no more than two hours after notification. This time is considered duty time.

Transportation between the ADS and the ODS does not entitle the employee to reimbursement for official travel.

H. In-Lieu of Days

If management temporarily suspends telework or calls an employee back to the ODS, the employee is not guaranteed an “in-lieu of” telework day. However, employees will be allowed to schedule an in-lieu of telework day by the end of the following workweek. If an employee is not able to schedule the in-lieu of day by the end of the following workweek due to a holiday or the employee’s leave, the employee forfeits the in-lieu of day.

Employees are also not guaranteed replacement time if a telework day falls on a holiday. However, the employee’s telework day may be temporarily switched to another day with management’s approval.

##### Section 7 Environment and Security

###### A. Work site

If the ADS location is in the employee’s residence, the employee is responsible for maintaining the ADS work site in a manner that is conducive to business and is free of hazards. The ADS work site shall include furniture/equipment deemed necessary to perform the employee’s duties at the ADS such as a desk, chair, surge protector, locking file cabinet or similar secure storage device, etc. deemed necessary by management to perform work at the ADS. In addition, there must be proper lighting, power, other utilities, adequate environmental conditions, a readily accessible and working fire extinguisher, and a working smoke detector.

The employee is responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.) associated with the use of the ADS. The ODAR is not liable for damages to employee's personal or real property occurring during the course of performance of official duties except to the extent established by law.

The employee does not relinquish any entitlement to reimbursement for appropriately authorized expenses incurred while conducting business for the Agency as provided for by law and regulation.

1. Workers’ Compensation

Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and the Agency’s policy and procedures concerning workers’ compensation for injuries sustained while performing their official duties at the ADS. The employee will immediately notify his/her supervisor of any accident or injury occurring at the ADS in the course of performing official duties.

1. Federal Tort Claims

For purposes of the Federal Tort Claims Act, the employee’s ADS is treated as an extension of the official duty station.

1. Security/Safeguarding Work

Employees working at the ADS are bound by agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information (PII), the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.

1. Home Inspections

Management may inspect the ADS prior to approving telework to ensure conformity with the conditions set forth in the Telework Program Agreement and Self-Certification Safety Checklist. Management may inspect the ADS with twenty-four (24) hours advance notice during the teleworker’s regular core hours. Management will not inspect non-work space in the ADS.

1. Agency Owned IT Equipment

Subject to the availability of resources, the Agency will provide appropriate IT equipment for teleworkers. SSA retains ownership and control of any SSA furnished hardware, software, and data and is responsible for maintaining, providing support and repairing the equipment; however, there will be no on site IT support provided in employees’ homes. The employee is not responsible for costs related to maintenance of government owned equipment.

Employees have a continuing responsibility to safeguard Government property and are responsible for the care, security and effective utilization of the Government property they use.

Management may require that employees working at an approved ADS obtain (at their own expense) high-speed/broadband internet access.

**Section 8 Accountability and Evaluation of Work**

Management will evaluate work performed at the ADS in accordance with the Telework Program Agreement and in accordance with Article 21 of the 2014 SSA-NTEU National Agreement. Employees are expected to complete their official duties at the ADS in the same manner as at the ODS.

Management may require employees on telework to account for their work performed at the ADS.

**Section 9 Employee Conduct at the ADS**

All laws, government- wide rules, government- wide regulations, and Agency policies governing employee conduct at the ODS continue to apply at the ADS including, but not limited to, the Privacy Act and the Standards of Ethical Conduct for Employees in the Executive Branch.

**Section 10 Termination from the Telework Program**

Employees may voluntarily terminate their participation in the Telework program at any time by notification to their supervisor and may reapply at the next application period.

Management retains the right to terminate an employee’s participation in the Telework Program if:

1. The employee no longer meets one or more of the eligibility requirements contained in Section 3; or
2. The employee fails to comply with any of the conditions set forth in the Telework Program Agreement; or
3. The employee fails to comply with the provisions of this article; or
4. There is a consistent diminishment in the employee’s performance at the ADS in comparison to performance at the ODS.

Management will normally counsel employees about specific problems, including a diminishment in performance, before removing an employee from the Telework Program. When an employee’s participation in the Telework Program is terminated, the employee will be notified in writing of the reason for termination and the effective date of the termination.

An employee, who has been removed from the Telework Program, may reapply for Telework at the first application cycle following a 6-month termination period. ~~However, employees who successfully complete a PA may reapply for Telework immediately following the end of the 6-month termination period.~~ Management will consider individual circumstances when considering the effective date of removal from the program.

If a disciplinary action is reversed, the employee will normally resume telework at the beginning of the first pay period following the reversal as long as the employee meets the eligibility requirements. EXHIBIT 1

TELEWORK PROGRAM AGREEMENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, request to participate in the Telework program. I understand, acknowledge and agree to the following terms:

The address and telephone number of my Alternative Duty Station (ADS) is:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I understand the location of the ADS cannot be changed without prior approval of management.
2. My hours of duty at the ADS will be the same as at my ODS.
3. My meal break and my breaks will be the same as at my ODS.
4. I will report my time and attendance in accordance with agency policy, the WebTA MOU, and Official Duty Station (ODS) procedures while working at the ADS.
5. I will request leave in accordance with Article 16 of the SSA-NTEU National Agreement and the WebTA MOU.
6. While working at the ADS, I will be accessible by telephone in accordance with Article 17.
7. I will, if determined necessary by management, enable a preprogrammed e-mail reply (e.g., “out of office assistant”) to be sent in response to all incoming e-mail at the ODS;
8. I will return to my ODS, as soon as possible and no more than two hours after notification, if management determines that work requirements require such action.
9. I understand management may temporarily suspend telework when work requirements require such action. If management temporarily suspends or alters telework days, in lieu of days are handled in accordance with Article 17.
10. If my ADS location is my residence, I will maintain the ADS work site in a manner that is conducive to business and is free of hazards. I will have workspace that includes furniture/equipment deemed necessary to perform work at the ADS such as a desk, chair, surge protector, locking file cabinet, locking desk drawer, or similar secure storage area for official records and information. I must have and maintain adequate workspace, proper lighting, basic telephone service, power and other utilities, adequate environmental conditions, adequate security, a working smoke detector and a readily accessible, working fire extinguisher.
11. I understand I am responsible for all operating costs, home maintenance and any other incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent, insurance, and taxes, etc.).
12. I agree that the agency is not liable for damages to personal or real property occurring during the course of performance of official duties except to the extent established by law.
13. I understand and will follow all agency policies and procedures on transporting, safeguarding, disclosure and destruction of Agency information, records and data. This includes policies on protecting Personally Identifiable Information, the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the disclosure, retention, and electronic transmission of official records and information.
14. I understand that management has the right to inspect my ADS prior to approving this telework agreement, in accordance with Article 17, to ensure conformity with the provisions set forth in the Telework Program Agreement and Employee Safety Self Certification.
15. I understand all laws, rules, regulations and agency policies concerning conduct at the ODS remain in full force and effect at the ADS.
16. I will notify my supervisor immediately of any accident or injury that occurs to me at the ADS in the course of performing my official duties, and I will timely complete all forms required to process an initial claim under the Federal Employees’ Compensation Act.
17. I understand that I will promptly inform management of any disruptions at the ADS, e.g., equipment failure, power outages, telecommunication difficulties etc. that impact my ability to perform agency assigned duties. I may be required to return to the ODS, or I may request and take leave, if approved by my supervisor.
18. I understand I am in duty status when teleworking. I will have resources necessary to perform my job and will concentrate on official duties without interruption. I will not use duty time for any purpose other than performing agency assigned work or other Agency approved activities.
19. Management may require an account of the work performed at my ADS.
20. I understand that management may require employees who telework to share workspace (e.g., desk, cubicle, office, etc.) at the ODS in accordance with Article 17, Section 4.
21. I completed the agency approved telework training on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
22. I understand that I must be scheduled to work twice per pay period at my ODS on a regular and recurring basis to retain the locality pay rate for my ODS location [5 CFR 531.602]. This requirement applies whether I am on a full-time, part-time, 5/4/9 or 4/10 schedule. If my work schedule does not meet this requirement, my locality pay will be determined based on the locality pay rate for my ADS location rather than the locality pay rate for my ODS. This may result in a change in my overall rate of pay.

I have read and I understand the eligibility conditions and requirements, employee responsibilities, the telework program agreement, and the provisions of Article 17 (Telework) of the SSA-NTEU National Agreement for working at an ADS. I hereby certify that I will abide by all of these provisions while on telework and that failure to do so may result in my termination from telework.

I understand that I will not have to submit future requests once the original request is approved unless a schedule change is requested by me during the February and August timeframes to request participation in Telework.

I may voluntarily terminate my participation in the telework program at any time. Management may also terminate my participation under the circumstances described in the telework program agreement, and in Article 17 of the SSA-NTEU National Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Supervisor Date

EXHIBIT 2

TELEWORK PROGRAM REQUEST & SAFETY SELF- CERTIFICATION

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Component: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the employee’s alternate duty station (ADS): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Telework:

Scheduled:  Episodic:

Specific day(s) requested for participation in telework:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Monday | Tuesday | Wednesday | Thursday | Friday |
| First Week |  |  |  |  |  |
| Second Week |  |  |  |  |  |

Employee’s statement of proposed work assignments at ADS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |
| --- | --- |
| EMPLOYEE SAFETY SELF-CERTIFICATION: | EMPLOYEE’S RESPONSE |
| By initialing the boxes to the right I self-certify that I have the following equipment and conditions required to maintain eligibility in Telework: | |  |  | | --- | --- | | Working telephone |  | | Office equivalent furniture |  | | Locking file cabinet or desk drawer |  | | Electrical power and adequate lighting |  | | Working smoke detector |  | | Working and accessible fire extinguisher |  | | Surge protector |  | |

I have read and I understand the eligibility conditions and requirements, employee responsibilities, the telework program agreement, and the provisions of Article 17 of the SSA-NTEU National Agreement for working at an ADS. I hereby certify that I will abide

by all of these provisions while on telework and that failure to do so may result in my suspension or termination from telework.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employee Date

\_\_\_\_\_\_ Approved \_\_\_\_\_\_ Disapproved (reasons stated below)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Approving Management Official Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sidebar to Article 17 Telework**

1. There will be no diminishment in the number of Telework days that employees represented by NTEU are currently working (i.e. employees currently teleworking 4 days per week will continue to do so).

2. The Parties agree there will be ongoing discussions and information sharing on telework issues such as expanding the number of telework days, the use of technology, the Agency’s single device strategy, VPN, and HSPD-12 PIV systems access. NTEU may designate up to three (3) employees for these discussions which will be done via technology.

3. Article 17, Section 3.G does not apply to an employee who does not receive a performance appraisal due to his/her designation as a full-time union representative under Article 8, section 5.C.1.

**Sidebar to Article 17 Telework**

**Telework Pilot for Decision Writers**

1. Effective October 31, 2016, NTEU Bargaining Unit Employees (BUEs) in the National Case Assistance Centers (NCAC), National Hearing Centers (NHC), and Regional Writing Units will be allowed to Telework up to 4 days per week. Requests for the 4th day should be submitted during a Monday, October 3 to Friday, October 14, 2016 request period.

1. Effective with the first full pay period effective October 2017, up to two (2) NTEU BUEs per hearing office may Telework up to 4 days per week. Requests should be submitted during the August 2017 request period. BUEs will be selected based on employee time in a hearing office.
2. BUEs electing to work a 4/10 Alternate Work Schedule (AWS) may Telework a maximum of 3 days per week. BUEs electing to work a 5/4/9 AWS may Telework a maximum of 3 days in weeks they are scheduled to work 4 days and a maximum of 4 days in weeks they are scheduled to work 5 days.

Should, during the life of this agreement, AFGE-represented and non-bargaining unit employees become subject to a requirement that they work on closure days if on scheduled telework, then Paragraph #4 below is implemented for the Telework Pilot for Decision Writers.

1. Employees electing to schedule Telework 4 days per week and who are scheduled to work at the Official Duty Station (ODS) on a day when the ODS is closed must Telework at the ADS on that day. Therefore, employees scheduled to Telework 4 days per week must take their laptop home every day. Employees who do not have their laptop must request leave for that day.  (Implementation Suspended)