

**ARTICLE 17**  
**Telework**

**Section 1 Purpose**

The OHO Telework Program permits eligible NTEU bargaining unit employees to perform Agency assigned work or other Agency approved activities at a management-approved alternate duty station (ADS). 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 OHO 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**

A. 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 Request and Agreement; or **[TA]**
2. Another SSA facility or office that may be closer to an employee’s home and where there is space to accommodate additional agency employees. **[TA]**

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

B. Official Duty Station (ODS) – the employee’s official agency worksite. **[TA]**

- 45 C. Telework Program Request – a written application for participation in the Telework  
46 Program in which the employee describes the general and specific work  
47 assignments that the employee proposes to perform at the ADS. **[TA]**  
48
- 49 D. Telework Program Request and Agreement – a written agreement between the  
50 supervisor and the employee defining the employee’s obligations and responsibilities  
51 under the Telework Program.  
52
- 53 E. Portable Work - work normally performed at the employee’s ODS that can be  
54 effectively performed at the ADS. This work is part of the employee’s regular work  
55 assignment or approved special work assignments. **[TA]**  
56
- 57 F. Non Portable Work – Assignments that are not portable include those assignments  
58 that require face-to-face customer contact or the employee’s physical presence at  
59 the ODS. **[TA]**  
60
- 61 G. Core Day(s)–Day(s) of the week not eligible for telework. Core days shall be limited  
62 to no more than one core day per week.  
63
- 64 H. Scheduled Telework – An employee with an approved telework agreement teleworks  
65 on a routine, regular, and recurring basis at the ADS. **[TA]**  
66
- 67 I. Unscheduled Telework - An employee with an approved telework agreement is  
68 required to telework on a non-scheduled telework day at an ADS. Employee-  
69 initiated telework is not permitted. **[TA]**  
70
- 71 J. Episodic Telework - The employee teleworks on an occasional irregular basis at an  
72 ADS Episodic telework may include a temporary project, approved on a case-by-  
73 case basis, where the employee may work less than a full day at the ADS.  
74

75  
76 **Section 3 Eligibility**  
77

78 Participation in telework will be voluntary and employees may withdraw at any time with  
79 advance notice to their immediate supervisor. **[TA]**  
80

81 To be eligible to participate in Telework, an employee must meet all of the following  
82 conditions:  
83

- 84 A. Not be currently on an Opportunity to Perform Successfully (OPS) plan;  
85  
86 B. Not currently be on sick leave restriction;  
87  
88 C. Not be in a probationary period, first year of a 2-year trial work period, or formal  
89 training status. However, employees in formal training or in a development program  
90 will be considered on a case-by-case basis. Formal training status does not include

91 the normal progression of an employee through a career ladder. However, formal  
 92 training status may include periods when an employee needs close supervision or  
 93 regular feedback from management and/or technical mentors that cannot effectively  
 94 be accomplished at the ADS.

95  
 96 D. Not have been officially disciplined for violations of subpart G of the Standards of  
 97 Ethical Conduct For Employees of the Executive Branch for viewing, downloading,  
 98 or exchanging pornography on a Federal government computer or while performing  
 99 official government duties, **or not have been officially disciplined for being**  
 100 **absent without permission for five days in any calendar year.**

101  
 102 E. Complete appropriate agency Telework training;

103  
 104 F. Is willing to sign and abide by the conditions of the Flexiplace Telework Program  
 105 Agreement (Appendix 1) and the self-certification safety checklist (Appendix 2).  
 106 Once an employee is approved for participation in the Telework Program, it is  
 107 understood that the general and specific work assignments set forth in the Telework  
 108 Program Agreement may be changed.

109  
 110 G. Maintain at least an acceptable level of performance (e.g., successful contribution  
 111 rating);

112  
 113 H. Has sufficient portable work to be completed at the ADS; **[TA]**

114  
 115 I. Not be excluded from participation by law, or by government-wide rule or regulation;  
 116 **[TA]**

117  
 118 J. Use approved appropriate technology; and **[TA]**

119  
 120 K. Not have been disciplined within the preceding 12 months for misconduct that has a  
 121 nexus to Telework. This 12-month period does not apply to employees who were  
 122 terminated from Telework in accordance with Section 10 of this Article.

123  
 124  
 125 **Section 4 ODS Shared Work Space**

126  
 127 A. Employees who telework two (2) or less days per week will keep their workstation.

128  
 129 B. Employees who telework more than two (2) days per week may be required to **hotel**.  
 130 Hoteling means employees will select their workspace each day on a first-come,  
 131 first-served, basis when working at the ODS.

132  
 133 C. **Employees shall be given the opportunity to reduce their telework days to two**  
 134 **(2) or less days per week if they wish to keep their designated workspace.**

- 136 D. Management will ensure a workspace at the ODS includes a dock for the agency  
137 computer, access to an agency phone, or ability to use softphones (or successor  
138 technology), and locked storage. **In hearing offices where private offices have**  
139 **been and continue to be assigned to bargaining unit employees, management**  
140 **will allow two (2), three (3), or four (4) professional bargaining unit employees**  
141 **(including paralegal specialists) who telework more than two (2) days per**  
142 **week to share a private office when working at the ODS.**  
143
- 144 E. Employees who are not required to share space may elect to move to an  
145 unoccupied, comparable workspace prior to management designating workspaces  
146 that will be used for sharing. Conflicts will be resolved by seniority order according  
147 to employee time in their ODS.  
148
- 149 F. Employees may retain their chairs when sharing space.  
150
- 151 G. An employee whose workspace was modified or adjusted due to an approved  
152 reasonable accommodation request will not be required to share space unless  
153 management can reasonably accommodate the employee in a comparable shared  
154 workspace to perform his/her assigned duties.  
155
- 156 H. **If an employee is required to report to the ODS, e.g. training, meeting, etc., and**  
157 **management is unable to provide the employee with workspace to use for the**  
158 **remainder of the day, the employee may return to the ADS to complete his/her**  
159 **workday. The employee will receive duty time to commute to the ADS for this**  
160 **purpose.**  
161  
162

## 163 Section 5 Telework Procedures

- 164
- 165 A. Work performed under a Telework arrangement may be scheduled, unscheduled, or  
166 episodic. **[TA]**  
167
- 168 B. Requests to Participate in Telework  
169
- 170 1. Scheduled Basis  
171
- 172 Employees may request to participate in Telework during the months of February  
173 and August by electronically submitting a **Telework Program Request and Self-**  
174 **Certification**. Management will act on requests within ten (10) working days of the  
175 close of the request period for scheduled telework. If the participant's request is  
176 denied, management will annotate the reasons for the denial on the telework request  
177 form.  
178
- 179 Employees will not have to submit future requests once the original request is  
180 approved unless a schedule change is requested by the employee during the  
181 February and August timeframes; the employee needs to revise the telework request

182 and/or agreement; or the employee is otherwise directed by management.  
183 Approving officials will re-evaluate existing schedules during the relevant six-month  
184 request period, as appropriate.

185  
186 2. Episodic Basis

187  
188 Employees may request at any time to participate in episodic telework to work on a  
189 specific project. Employees not previously approved to telework may request to do  
190 so by electronically submitting a **Telework Program and Request Agreement and**  
191 **a Telework Program Request and Safety Self-Certification (Exhibits 1 and 2).**  
192 Management will act on these requests no later than five (5) working days following  
193 receipt of the request. If the participant's request is denied, management will  
194 annotate the reasons for the denial on the telework request form. Depending on the  
195 nature of the project, employees may be approved to work episodic telework up to  
196 five days per week at the ADS.

197  
198 3. Emergencies and Other Requests

199  
200 A. Employees with a bona fide emergency may request participation in scheduled  
201 telework or a change in his/her telework day(s) outside the normal request times.  
202 If approved, employees may begin participating in telework or working the newly  
203 approved schedule at the start of the next pay period.

204  
205 B. Management will consider non-emergency requests submitted electronically to  
206 change a scheduled telework day or participate in telework outside the normal  
207 request times. If approved, employees may begin participating in telework or  
208 working the newly approved schedule at the start of the next pay period.

209  
210  
211 C. Staff Coverage

212  
213 If the number of eligible employees requesting to Telework on a given workday exceeds  
214 the coverage requirements, approval will be made based on seniority order according to  
215 employee time in their ODS.

216  
217 If coverage problems necessitate suspending scheduled telework agreements, it will be  
218 accomplished in inverse seniority order according to employee time in their ODS. The  
219 local representative will be notified as soon as practical regarding the suspension.

220  
221  
222 **Section 6 Hours of Work and Employee Availability**

223  
224 Teleworkers are in a duty status when teleworking and are expected to have the  
225 resources necessary to perform their jobs and concentrate on official duties without  
226 interruption. Employees may not use duty time for any purpose other than performing

227 Agency-assigned work. Union officials may use official time at the ADS in accordance  
228 with Article 8.

229  
230 Management is responsible for supervising work in accordance with the Fair Labor  
231 Standards Act. Article 15 of the SSA-NTEU National Agreement will apply to those  
232 employees who work at an ADS. Management may require that employees provide  
233 electronic notification to their supervisor at the beginning and/or end of their workday.

234 **[TA]**

235 With prior management approval, employees with an approved telework agreement  
236 may earn credit hours and work daily overtime at the ADS if the employee was already  
237 working at the ADS when the period of credit or overtime begins. With prior  
238 management approval, employees with an approved telework agreement may earn  
239 Saturday credit hours and work weekend overtime at the ADS

240  
241 Requests for leave will be handled in accordance with Article 16 of the SSA-NTEU  
242 National Agreement. **[TA]**

243  
244

245 A. Office Closure/Early Dismissal/Late Opening

246 If there is a full day closure at the ODS, all employees with an approved Telework  
247 Program and Request Agreement are required to complete a full workday at the ADS,  
248 unless the employee requests and is approved for leave. **If the employee is not  
249 Telework ready for all or part of the workday when a weather or safety-related  
250 condition forces the closure of the ODS, the employee may be granted an  
251 equivalent amount of weather and safety leave on a case by case basis.**

252  
253 In emergency, **safety-related situations resulting in office closures**, employees with  
254 approved telework agreements will telework regardless of whether the emergency,  
255 office closure occurs on a scheduled or unscheduled telework day, unless otherwise  
256 directed by management (e.g. deployed to another office, etc.). In these situations,  
257 employees may also request to use leave. **Employees required to travel to their  
258 approved telework location during regular duty hours will be granted weather and  
259 safety leave for the time required to travel home.**

260  
261 If there is an early dismissal, or late opening at the ODS, and the employee is  
262 scheduled to work at their residence as the ADS, the employee is required to complete  
263 a full workday, unless the employee requests and is approved for leave. Employees  
264 with approved telework agreements on a non-scheduled telework day may be required  
265 to work all or a portion of their day at their ADS in instances of early dismissal unless  
266 the employee requests and is approved for leave. **[TA]**

267  
268 If the ADS is another SSA facility, the employee must abide by the office closure, early  
269 dismissal, or late opening rules for that location. The employee may be required to  
270 report to their ODS. **[TA]**

271  
272 B. Alternate Duty Station Problem(s)

273  
 274 Employees will promptly inform management of any disruptions at the ADS, e.g.  
 275 equipment failure, power outages, telecommunication difficulties, etc. that impact the  
 276 employee's ability to perform OHO assigned duties. In these situations, management  
 277 may require the employee to report to the ODS or the employee may request leave. **If**  
 278 **directed to travel during regular duty hours, he/she may request administrative**  
 279 **time (duty time) to do so.**

280  
 281 **When a teleworking employee experiences a weather or other safety-related**  
 282 **condition that prevents him/ her from safely working at his/her ADS, the**  
 283 **employee must contact his/her supervisor as soon as practicable. The employee**  
 284 **may be directed to travel to the employee's ODS – provided he/ she may safely**  
 285 **travel under the circumstances – to complete his/her workday. If directed to travel**  
 286 **during regular duty hours, he/she will receive administrative time (duty time) to**  
 287 **do so. If the employee is not directed to report to his/her regular worksite, the**  
 288 **employee will be granted weather and safety leave.** If the ODS is closed and the  
 289 condition(s) creating the disruption make(s) the ADS unsafe, the employee may be  
 290 granted **weather and safety** leave in accordance with Article 16.

291

292

#### 293 C. Split Days at the ADS and ODS

294

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

298

#### 299 D. Telephones

300

301 1. When working at the ADS, an employee must be accessible by telephone to his  
 302 or her supervisors, clients, colleagues, and external customers during working  
 303 hours, exclusive of the lunch period and break periods. Employees are only  
 304 required to provide a personal phone number to their supervisory chain.

305

306 2. The employee's break and lunch periods will be defined in the employee's  
 307 Telework Program Agreement.

308

309 3. While at the ADS, the employee is responsible for retrieving, and responding in a  
 310 timely manner to voice mail left at both the ADS and the ODS. **[TA]**

311

312 4. Employees will not be reimbursed for any out-of-pocket expenses related to  
 313 telephone calls. **[TA]**

314

#### 315 E. Additional Communication Methods

316

317 Employees must read and respond to emails as if they were at the ODS. **[TA]**

318

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

322

323 Management may also require that employees be available via video while working at  
324 the ADS. The Agency agrees that employees will receive reasonable advance notice,  
325 normally 30 minutes, of mandatory video calls.

326

327 F. Telework **Modifications/Suspensions**

328

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

334

335 **The Agency may temporarily suspend or modify Telework arrangements for**  
336 **entire offices, groups, or classification of employees based on legitimate,**  
337 **demonstrated operational needs. The Agency agrees to provide at least two (2)**  
338 **weeks of advance notice for large scale suspensions of Telework when possible.**  
339 **Examples for a temporary suspension or modification of a Telework arrangement**  
340 **would include:**

341

342 **A. The employees who otherwise have portable duties are required to provide**  
343 **on-site office coverage;**

344 **B. The employees work is no longer portable;**

345 **C. The employees portable work has been diminished to the extent that they**  
346 **no longer have enough portable work to perform at the ADS. The Agency**  
347 **will consider reducing Telework days, instead of eliminating it all together,**  
348 **when the portable work has been reduced but not eliminated.**

349

350 Employees may resume telework as soon as the suspension is over.

351

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

354

355

356

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

363  
364 Employees may voluntarily suspend telework by notifying their supervisor in advance.  
365 Employees may resume their telework schedule by notifying their supervisor.

#### 366 367 G. Call Backs

368  
369 Employees may be called back to the ODS in the event work issues arise which cannot  
370 be performed at the ADS or accomplished by telephone or other reasonable alternative  
371 methods. Employees are required to report to their ODS as soon as possible and no  
372 more than two hours after notification. This time is considered duty time.

373  
374 Transportation between the ADS and the ODS does not entitle the employee to  
375 reimbursement for official travel.

#### 376 377 H. In-Lieu of Days

378  
379 If management temporarily suspends telework or calls an employee back to the ODS,  
380 the employee is not guaranteed an "in-lieu of" telework day. However, employees will  
381 be allowed to schedule an in-lieu of telework day by the end of the following workweek.  
382 If an employee is not able to schedule the in-lieu of day by the end of the following  
383 workweek due to a holiday or the employee's leave, the employee forfeits the in-lieu of  
384 day.

385  
386 Employees are also not guaranteed replacement time if a telework day falls on a  
387 holiday. However, the employee's telework day may be temporarily switched to another  
388 day with management's approval.

### 389 390 391 **Section 7 Environment and Security**

#### 392 393 A. Work site

394  
395 If the ADS location is in the employee's residence, the employee is responsible for  
396 maintaining the ADS work site in a manner that is conducive to business and is free of  
397 hazards. The ADS work site shall include furniture/equipment deemed necessary by  
398 management to perform the employee's duties at the ADS such as a desk, chair, surge  
399 protector, locking file cabinet or similar secure storage device, etc. In addition, there  
400 must be proper lighting, power, other utilities, adequate environmental conditions, a  
401 readily accessible and working fire extinguisher, and a working smoke detector. **[TA]**  
402

403 The employee is responsible for all operating costs, home maintenance and any other  
404 incidental costs (e.g., utilities, high-speed internet access, mortgage payments, rent,  
405 insurance, and taxes, etc.) associated with the use of the ADS. The OHO is not liable  
406 for damages to employee's personal or real property occurring during the course of  
407 performance of official duties except to the extent established by law. [TA]  
408

409 The employee does not relinquish any entitlement to reimbursement for appropriately  
410 authorized expenses incurred while conducting business for the Agency as provided for  
411 by law and regulation. [TA]  
412

#### 413 B. Workers' Compensation 414

415  
416 Teleworkers are covered under the Federal Employees' Compensation Act (FECA) and  
417 the Agency's policy and procedures concerning workers' compensation for injuries  
418 sustained while performing their official duties at the ADS. The employee will  
419 immediately notify his/her supervisor of any accident or injury occurring at the ADS in  
420 the course of performing official duties. [TA]  
421

#### 422 C. Federal Tort Claims 423

424 For purposes of the Federal Tort Claims Act, the employee's ADS is treated as an  
425 extension of the official duty station. [TA]  
426

#### 427 D. Security/Safeguarding Work 428

429 Employees working at the ADS are bound by agency policies and procedures on  
430 transporting, safeguarding, disclosure and destruction of Agency information, records  
431 and data. This includes policies on protecting Personally Identifiable Information (PII),  
432 the Federal Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the  
433 regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42  
434 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to the  
435 disclosure, retention, and electronic transmission of official records and information.  
436 [TA]  
437

#### 438 E. Home Inspections 439

440 Management may inspect the ADS prior to approving telework to ensure conformity with  
441 the conditions set forth in the Telework Program Request and Agreement.  
442 Management may inspect the ADS with twenty-four (24) hours advance notice during  
443 the teleworker's regular core hours. Management will not inspect non-work space in the  
444 ADS. **The employee may arrange for an NTEU representative to accompany the**  
445 **supervisor at the inspection.**  
446

#### 447 F. Agency Owned IT Equipment 448

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

455

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

459

460 Management may require that employees working at an approved ADS obtain (at their  
461 own expense) high-speed/broadband internet access sufficient to support the  
462 accomplishment of the employee's assigned duties. [TA]

463

464

### 465 **Section 8 Accountability and Evaluation of Work**

466

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

471

472 Management may require employees on telework to account for their work performed at  
473 the ADS. The format and required content will be will be determined by management.  
474 [TA]

475

476

### 477 **Section 9 Employee Conduct at the ADS**

478

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

483

484

### 485 **Section 10 Termination from the Telework Program**

486

487 Employees may voluntarily terminate their participation in the Telework program at any  
488 time by notification to their supervisor and may reapply at the next application period.  
489 [TA]

490

491 Management retains the right to terminate an employee's participation in the Telework  
492 Program if: [TA]

493

- 494 1. The employee no longer meets one or more of the eligibility requirements  
495 contained in Section 3; or **[TA]**  
496  
497 2. The employee fails to comply with any of the conditions set forth in the Telework  
498 Program and Request Agreement; or **[TA]**  
499  
500 3. The employee fails to comply with the provisions of this article; or **[TA]**  
501  
502 4. There is a consistent diminishment in the employee's performance at the ADS in  
503 comparison to performance at the ODS.  
504

505 Management will normally counsel employees about specific problems, including a  
506 diminishment in performance, before removing an employee from the Telework  
507 Program. When an employee's participation in the Telework Program is terminated, the  
508 employee will be notified in writing of the reason for termination and the effective date of  
509 the termination. Management will consider individual circumstances when determining  
510 the effective date of removal from the program.  
511

512  
513 An employee, who has been removed from the Telework Program, may reapply for  
514 Telework at the first application cycle following a 6-month termination period unless  
515 otherwise prohibited by law, rule, or government-wide regulation. However, employees  
516 who successfully complete a PA may reapply for Telework immediately following the  
517 end of the 6-month termination period. Management will consider individual  
518 circumstances when considering the effective date of removal from the program.  
519

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

523 EXHIBIT 1

524

525 TELEWORK PROGRAM **AND REQUEST** AGREEMENT

526

527

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

530

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

532

533 Address: \_\_\_\_\_  
534 \_\_\_\_\_  
535 \_\_\_\_\_

536

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

538

- 539 1. I understand the location of the ADS cannot be changed without prior approval of  
540 management. I understand I may have only one ADS.
- 541
- 542 2. My hours of duty at the ADS will be the same as at my ODS.
- 543
- 544 3. My meal break and my breaks will be the same as at my ODS.
- 545
- 546 4. I will report my time and attendance in accordance with agency policy, procedures  
547 while working at the ADS.
- 548
- 549 5. I will request leave in accordance with Article 16 of the SSA-NTEU National  
550 Agreement.
- 551
- 552 6. While working at the ADS, I will be accessible by telephone in accordance with  
553 Article 17.
- 554
- 555 7. I will return to my ODS, as soon as possible and no more than two hours after  
556 notification, if management determines that work requirements require such action  
557 or I will request appropriate leave.
- 558
- 559 8. I understand management may temporarily suspend telework days or modify  
560 agreements e.g. changing or reducing approved telework day(s)\_when work  
561 requirements require such action. If management temporarily suspends or alters  
562 telework days, in lieu of days are handled in accordance with Article 17.
- 563
- 564 9. If my ADS location is my residence, I will maintain the ADS work site in a manner  
565 that is conducive to business and is free of hazards. I will have workspace that  
566 includes furniture/equipment deemed necessary to perform work at the ADS such as  
567 a desk, chair, surge protector, locking file cabinet, locking desk drawer, or similar  
568 secure storage area for official records and information. I must have and maintain

- 569 adequate workspace, proper lighting, basic telephone service, power and other  
570 utilities, adequate environmental conditions, adequate security, a working smoke  
571 detector and a readily accessible, working fire extinguisher.  
572
- 573 10. I understand I am responsible for all operating costs, home maintenance and any  
574 other incidental costs (e.g., utilities, high-speed internet access, mortgage payments,  
575 rent, insurance, and taxes, etc.).  
576
- 577 11. I agree that the agency is not liable for damages to personal or real property  
578 occurring during the course of performance of official duties except to the extent  
579 established by law.  
580
- 581 12. I understand and will follow all agency policies and procedures on transporting,  
582 safeguarding, disclosure and destruction of Agency information, records and data.  
583 This includes policies on protecting Personally Identifiable Information, the Federal  
584 Information Security Management Act, the Privacy Act, 5 U.S.C. § 552 the  
585 regulations implementing the Privacy Act, including those at 20 C.F.R. Part 401; 42  
586 U.S.C. § 1306; and all other statutes, regulations, and Agency policies pertaining to  
587 the disclosure, retention, and electronic transmission of official records and  
588 information.  
589
- 590 13. I understand that management has the right to inspect my ADS prior to approving  
591 this telework agreement, in accordance with Article 17, to ensure conformity with the  
592 provisions set forth in the Telework Program Agreement and Employee Safety Self  
593 Certification. Management may also inspect my ADS during core hours, with 24-  
594 hours' notice, after I begin teleworking. **The employee may arrange for an NTEU**  
595 **representative to accompany the supervisor at the inspection.**  
596
- 597 14. I understand all laws, rules, regulations and agency policies concerning conduct at  
598 the ODS remain in full force and effect at the ADS.  
599
- 600 15. I will notify my supervisor immediately of any accident or injury that occurs to me at  
601 the ADS in the course of performing my official duties, and I will timely complete all  
602 forms required to process an initial claim under the Federal Employees'  
603 Compensation Act.  
604
- 605 16. I understand that I will promptly inform management of any disruptions at the ADS,  
606 e.g., equipment failure, power outages, telecommunication difficulties etc. that  
607 impact my ability to perform agency assigned duties. I may be required to return to  
608 the ODS, or I may request and take leave, if approved by my supervisor.  
609
- 610 17. I understand I am in duty status when teleworking. I will have resources necessary  
611 to perform my job and will concentrate on official duties without interruption. I will  
612 not use duty time for any purpose other than performing agency assigned work or  
613 other Agency approved activities (e.g. I will not provide dependent care, engage in  
614 oversight of household maintenance, etc.).

615 18. Management may require a daily accounting of the work performed at my ADS.  
616 The format and required content will be determined by management.

617  
618 19. I understand that management may require employees who telework to share  
619 workspace (e.g., desk, cubicle, office, etc.) at the ODS in accordance with Article 17,  
620 Section 4.

621  
622 20. I completed the agency approved telework training on \_\_\_\_\_.

623  
624 21. I understand that I must be scheduled to work twice per pay period at my ODS on a  
625 regular and recurring basis to retain the locality pay rate for my ODS location [5 CFR  
626 531.602]. If my work schedule does not meet this requirement, my locality pay will  
627 be determined based on the locality pay rate for my ADS location rather than the  
628 locality pay rate for my ODS. This may result in a change in my overall rate of pay.

629  
630 22. I understand that I am required to telework on a non-scheduled day at an ADS due  
631 to a weather or safety event, unless otherwise directed by management.

632  
633  
634 I have read and I understand the eligibility conditions and requirements, employee  
635 responsibilities, the telework program agreement, and the provisions of Article 17  
636 (Telework) of the SSA-NTEU National Agreement for working at an ADS. I hereby  
637 certify that I will abide by all of these provisions while on telework and that failure to do  
638 so may result in my termination from telework.

639  
640 I understand that I will not have to submit future requests once the original request is  
641 approved unless a schedule change is requested by me during the February and  
642 August timeframes to request participation in Telework.

643  
644 I may voluntarily terminate my participation in the telework program at any time by  
645 notifying my supervisor. Management may also terminate my participation under the  
646 circumstances described in the telework program agreement, and in Article 17 of the  
647 SSA-NTEU National Agreement.

648  
649  
650  
651 \_\_\_\_\_  
652 Employee Date

653  
654  
655  
656 \_\_\_\_\_  
657 Supervisor Date

658 EXHIBIT 2

659

660

661 TELEWORK PROGRAM REQUEST & SAFETY SELF- CERTIFICATION

662

663

664

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

666

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

668 \_\_\_\_\_

669 \_\_\_\_\_

670

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

672

673 Type of Telework:

674

675 Scheduled:

Episodic:

676

677

678

679

680

681

682

683

684 Specific day(s) requested for participation in telework:

685

	Monday	Tuesday	Wednesday	Thursday	Friday
First Week	<input type="checkbox"/>				
Second Week	<input type="checkbox"/>				

686

687

688 Employee’s statement of proposed work assignments at ADS:

689 \_\_\_\_\_

690 \_\_\_\_\_

691 \_\_\_\_\_

692 \_\_\_\_\_

693 \_\_\_\_\_

694 \_\_\_\_\_

695  
696

EMPLOYEE SAFETY SELF-CERTIFICATION:	EMPLOYEE'S RESPONSE		697 698 699 700
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		701 702
	Office equivalent furniture		703 704 705 706
	Locking file cabinet or desk drawer		707 708 709
	Electrical power and adequate lighting		710 711 712
	Working smoke detector		713 714
	Working and accessible fire extinguisher		715 716 717 718
	Surge protector		719 720
			721 722

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

728  
729 \_\_\_\_\_  
730 Signature of Employee Date

731  
732 \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved (reasons stated below)

733  
734  
735 \_\_\_\_\_  
736 Signature of Approving Management Official Date

737  
738 \_\_\_\_\_  
739 \_\_\_\_\_  
740 \_\_\_\_\_

**Sidebar to Article 17 Telework**

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1. There will be no diminishment in the number of Telework days that employees represented by NTEU are currently working **subject to the provisions of this Article.**
  
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 4<sup>th</sup> day should be submitted during a Monday, October 3 to Friday, October 14, 2016 request period.~~

2. ~~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.~~

3. ~~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.~~

4. ~~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)~~