



U.S. DEPARTMENT OF ENERGY OFFICE OF SCIENTIFIC AND TECHNICAL INFORMATION TELEWORK PROGRAM

TELEWORK AGREEMENT

(1) Introduction

This Agreement is between _____ (the employee) and the U.S. Department of Energy (DOE) Office of Scientific and Technical Information. The Agreement specifies the terms and conditions under which the employee will work at an alternate worksite. This Agreement does not create an entitlement, but recognizes that telework is an additional method the DOE uses to accomplish work.

(2) Type of Telework Arrangement *(Mark the box that applies)*

- ROUTINE** – Allows teleworkers to work a combination of hours at the official duty station and the telework site on a regular/recurring basis
- SITUATIONAL** - Allows teleworkers to work at a telework site for brief periods of time to complete a short-term project(s)
- ROUTINE & SITUATIONAL** - Allows employees already on an approved “routine” arrangement to also request “situational” telework day(s)
- MEDICAL** – Allows teleworkers with medical conditions to work a combination of hours at the official worksite and at an alternate location contingent upon acceptable medical documentation

(3) Effective Date, Duration, and Termination

This Agreement is effective _____ through _____ (depending on type of arrangement); however, it may be extended beyond the given date or upon annual recertification, to complete the following tasks/duties and deliverables:

The employee may terminate this Agreement at any time by giving his/her supervisor reasonable notice and returning to his/her official worksite. To ensure that appropriate physical arrangements are completed at the employee’s official worksite, the employee should provide notification of desire to terminate this Agreement in accordance with local policy. Management has the right to suspend, terminate, or modify this Agreement in accordance with local policy. Management will inform the employee of the reason(s) for suspension, termination, or modification. Such action may be grieved under the appropriate grievance procedure.

(4) Official Worksite

The employee's official worksite (duty station) is as follows:

Address: _____
Telephone number: _____

(5) Alternate Worksite(s)

The employee's alternative worksite is as follows:

Address: _____
Telephone number: _____

(6) Applicable Policy and Guidance

All policies and practices that apply to the employee at the official worksite apply to the employee at a telework site. The employee is to be treated the same in either location. DOE N 314.1, DOE-Flex: DOE's Telework Program, DOE's *Desk Reference on DOE-Flex*, which supplements the Office of Personnel Management's *Guide to Telework in the Federal Government*, local policy, and DOE O 206.1, *Department of Energy Privacy Program*, which addresses protecting personally identifiable information (PII) apply. The employee is bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working for the DOE regardless of worksite location.

(7) Employee's Responsibilities

- Take the required telework training at www.telework.gov.
- Follow the requirements outlined in local policy.

For **SITUATIONAL** telework, the employee must request approval for each instance of telework prior to beginning to telework or as soon as his/her supervisor is available, even when UNSCHEDULED TELEWORK is authorized (see Section 11). The employee should be prepared to discuss the projects, tasks, and assignments to be worked when on an unscheduled telework-arrangement, and provide status on them if the supervisor requests such information.

(8) Management's Responsibilities

- Take the required telework training at www.telework.gov.
- Follow the requirements outlined in the local organization policy.

(9) Work Schedule

While teleworking on a Routine, Medical, or Scheduled Situational Agreement be sure to include at least a 30 minute lunch break for those days at the telework site:

Pay Period Work Week	Day	Hours of Work	
		Official Worksite (From – To)	Telework Site (From – To)
Week 1	Monday		
	Tuesday		
	Wednesday		
	Thursday		
	Friday		
Week 2	Monday		
	Tuesday		
	Wednesday		
	Thursday		
	Friday		

Employees on an Unscheduled Situational Agreement (such as emergency closures) do not need to provide the above information; however, they must receive prior approval for each telework instance.

The employee's daily hours of duty will be the same as at the official worksite unless a deviation is approved or directed by his/her supervisor. If the employee's supervisor determines that a change in the employee's previously-approved telework schedule is necessary due to operational needs (e.g., the supervisor or a co-worker's absence; a face-to-face meeting or conference; examination of materials that cannot be taken from the official worksite; or serve as a witness), the supervisor may direct the employee to be at the official worksite or other location on a day or part of a day that the employee would otherwise telework, unless there are extenuating circumstances that would preclude that from happening or result in the employee requesting leave for the day (e.g., a medical appointment that shouldn't be cancelled). Notice of this direction should be given as far in advance as possible. The employee has no claim on another day during the current pay period or any other pay period to substitute another day or days on telework unless an alternative day during the pay period is approved; however, the supervisor will make every effort to establish a mutually-agreeable adjustment in the employee's telework schedule.

A copy of the employee's work schedule will be provided to the employee's timekeeper. For an **UNSCHEDULED SITUATIONAL** telework arrangement, the number of hours or days spent teleworking will depend on the situation or nature of the assignment.

(10) Time and Attendance Reporting

All time worked while teleworking within the employee's 80-hour bi-weekly pay period and any authorized overtime will be recorded in the DOE Automated Time and Attendance Production System (ATAAPS). Existing policies and procedures apply for authorizing, approving, earning, and using leave, overtime, and/or compensatory time, and, if allowed, credit hours. The employee's time and attendance must be certified by the Certifying Official so there is an accounting for all hours included in the work schedule. Time and attendance will be reported as though the employee were at the duty station and applicable ATAAPS reason codes for telework

must be used. **Therefore, employees with an approved Telework Agreement are required to notify their timekeeper, if applicable, of the actual telework hours for timekeeping purposes.** Overtime will not be permitted except when expressly authorized and confirmed in writing in advance.

(11) Administrative Dismissals and Closures

When changes in the Operating Status of the Federal Government or a DOE facility impact the normal operations of the official worksite, the expectations of the employee to telework will be based upon several factors such as the nature of the employee's interactions at the worksite affected by the dismissal or closure; the nature and severity of the emergency situation; the duration of the situation; and other circumstances that are applicable to a given emergency (e.g., childcare, power outages, travel delays, etc.).

When **"Federal Offices are Closed to the Public" or a DOE Facility is closed**, the employee is not expected to report to the official worksite, but is expected to telework to the extent feasible or when directed to do so if s/he has at least a **SITUATIONAL** telework agreement in place.

When the Federal Government is operating under an **"Unscheduled Leave or Unscheduled Telework"** status, the employee must inform his/her supervisor of his/her intent in accordance with his/her Departmental Element's procedures and request to use unscheduled leave or work unscheduled telework. An employee scheduled to telework on the day of the announcement is expected to begin telework on time or request unscheduled leave unless excused (e.g., granted administrative leave).

In the event of an administrative **delayed opening (e.g., the Operating Status is "Federal Offices are Open – XX Hour(s) Late")**, the employee scheduled to telework should begin work on time and work his/her normal work schedule, unless excused (granted administrative leave).

In the event of an administrative **early dismissal (e.g., the Operating Status is "Federal Offices are Open – XX Hour(s) Early Departure")** and the employee is teleworking, s/he should continue to work on planned tasks and activities or as directed by the supervisor. When continuing work is not practical or feasible for some or the entire remaining work schedule (such as early dismissal due to upcoming holiday), the employee will be excused (granted administrative leave, for the dismissal period).

(12) Other Emergency and Non-emergency Situations

The employee may request to telework for personal emergency and non-emergency situations which the approval is at the discretion of the supervisor. Individual situations will be considered on a case-by-case basis.

(13) Resources Provided

Computing equipment, software, and telecommunications costs may be the responsibility of the employee unless other arrangements have been agreed to in accordance with local policy. The employee is not authorized to incur any reimbursable costs to telework unless specifically approved in advance.

The employee agrees to maintain any resources provided and to report problems with accessing the network, any supplied equipment, or software to the servicing Help Desk and his/her supervisor. Employee-provided equipment and services, such as an internet provider and any additional operating costs, such as home maintenance, insurance, or utilities that are associated with the employee's using his/her home as the telework site are at the employee's expense, unless specifically approved in advance. Upon termination of this Agreement, all supplied resources must be returned to the servicing Help Desk.

(14) Pay, Travel, and Benefits

Pay and travel entitlements are based on the employee’s official worksite location and a determination as to whether or not evacuation pay and associated travel expenses are authorized due to an evacuation that affects the employee.

The employee understands that if the telework arrangement affects his/her eligibility for parking or a transit subsidy, the employee is expected to follow the appropriate procedures to report the change and may lose or have their benefits reduced.

(15) Performance

The same critical elements apply at both the telework site and the employee’s official worksite, and the employee will be treated the same at all worksites. If the employee’s performance drops below the Meets Expectations (ME) or equivalent Fully Successful level, the employee’s eligibility to telework may be impacted in accordance with DOE N 314.1.

(16) Liability

The employee assumes full responsibility for any damage to personal or real property that may occur as a result of his/her working at the telework site, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. If the employee is injured during authorized hours of work at the telework site while performing assignments, the employee may be covered by the Federal Employee Compensation Act (workers’ compensation Program). The employee must notify his/her supervisor promptly of any accident or injury that occurs at the telework site and complete any required forms. Officials of DOE may investigate such a report immediately. Additional information on liability may be obtained from your legal support staff.

(17) Inspections

To ensure that information systems and sensitive information are appropriately protected at a telework site, DOE may inspect the employee’s worksite with reasonable notice to the employee, providing there is no suspected or known security violation, in which case there may not be a notice. The employee’s worksite may be visited by the supervisor at anytime to ensure conformance with safety expectations established by the agreement.

(18) Effect of Failure to Fulfill the Terms of This Agreement

This Agreement will be terminated if the employee fails to fulfill it or any amendment to its terms. The employee may grieve termination of the agreement. Termination for reasons of misconduct or failure to protect equipment, records, and/or data may result in disciplinary action and/or suspension or revocation of the employee’s security clearance, if appropriate.

Certification: I hereby certify: (check where applicable)

I have taken the required training at www.telework.gov and have attached my training certificate to this Agreement **or** provided a copy of the certificate to my Telework Coordinator

I have reviewed the local policy and understand the stated requirements and restrictions

I have read and understand the terms and conditions of this Agreement.

___ I also understand that the above information is accurate as of this date, but applicable policies and guidelines may change or be added without amending this Agreement accordingly. I understand that I will be informed of these changes. In the event of such changes, I agree that this Agreement will be subject to such changes.

Controlled Unclassified Information (CUI), including PII will **not** or will be used at the alternate worksite. If used, the CUI/PII will be protected in accordance with DOE Order 471.3, "*Identifying and Protecting Official Use Only Information*", DOE Manual 471-3-1, "*Manual for Identifying and Protecting Official Use Only Information*", DOE O 471.1B "*Identification and Protection of Unclassified Controlled Nuclear Information*", DOE O 206.1, "*Department of Energy Privacy Program*", and local policies.

If an affirmative response is provided, describe and justify the use of CUI and/or PII:

If an affirmative response is provided, and if PII will be transported to the alternate worksite (even in electronic form), I certify I have contacted the servicing IT division and obtained approval from the Designated Approving Authority and it is attached.

Employee's Signature

Date

Immediate Supervisor's Recommended Approval of Telework Agreement: (check where applicable)

___ This Telework Agreement is recommended for approval **and** my required manager training certificate from www.telework.gov is attached **or** has been provided to my Telework Coordinator;
or

___ This Telework Agreement is not recommended for approval for the following reason(s):

If the Telework Agreement is approved and if CUI and/or PII is/are applicable:

___ I approve the employee's use of CUI and/or PII as indicated above at the alternate worksite.

___ I disapprove the employee's use of CUI and/or PII as indicated above at the alternate worksite.

Immediate Supervisor's Signature

Date

Approving Official's Approval of Telework Agreement: (check where applicable)

___ This Telework Agreement is approved **and** my required manager training certificate from www.telework.gov is attached or has been provided to my Telework Coordinator; **or**

___ This Telework Agreement is disapproved for the following reason(s):

Approving Official Signature

Date

PRIVACY ACT STATEMENT

The Telework Enhancement Act of 2010 (Public Law 111-292), Section 6120 of Title 5 to the United States Code, and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization for the employee to telework. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, the applicable Departmental element's Telework Coordinator, and travel and transportation staffs to approve and record the employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement, which is a category of record included in the OPM/GOVT-1 General Personnel Records system, is maintained by the applicable Telework Coordinator.

Distribution: Original – Applicable Telework Coordinator

Copy – Supervisor
Employee
Timekeeper