



UNITED STATES MARINE CORPS  
MARINE CORPS BASE HAWAII  
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IN REPLY REFER TO:  
12600.1  
HRO

12 JAN 2011

BASE ORDER 12600.1

From: Commanding Officer, Marine Corps Base Hawaii  
To: Distribution List

Subj: TELEWORK PROGRAM FOR CIVILIAN MARINE EMPLOYEES

Ref: (a) DoDI 1035.01

Encl: (1) Telework Memorandum of Agreement  
(2) Departmental Telework Checklist  
(3) DD Form 2946 DoD Telework Agreement

1. Situation. This Order establishes policy and guidance for the Marine Corps Base (MCB) Hawaii telework program per the reference. All eligible Appropriated Fund (APF) and Non-Appropriated Fund (NAF) employees are encouraged to participate in this program. Employees on an Alternative Work Schedule (AWS) are permitted to participate in a telework program.

2. Mission. Commanders and Directorates/Department Heads may implement the use of telework for civil service employees in such a manner that it does not adversely affect mission accomplishment, degrade customer service, or diminish employee performance.

3. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent

(a) An effective telework program provides qualified employees an alternative means to accomplish legitimate work requirements, such as providing for continuity of operations (COOP) for essential functions in the event of a local emergency or disaster such as earthquakes, tsunamis, or a pandemic outbreak. Telework also provides options when work space is an issue, and helps employees return to work more quickly following an injury. Supervisors must balance their employee's participation in the telework program with workplace responsibilities and supervisory duties.

(b) Supervisors are obligated to determine who would be a good candidate for telework. The supervisor must review the candidates' duties and responsibilities for the tasks that could be accomplished off-base (e.g., report completion, administrative tasks,

budget proposals, etc.) and those duties that are inappropriate (e.g., classified/secure systems, equipment maintenance, drivers, etc.). Supervisors must also review position requirements such as direct contact with customers, counseling requirements, etc., which cannot be accomplished away from the base. Employee performance should also be a determining factor in approving telework requests.

(c) Telework is a discretionary workplace flexibility. Although use of telework is encouraged, employees cannot be ordered to telework, unless the employee's duties are designated as mission-critical or the employee's telework agreement addresses this requirement. Telework is not an entitlement and not all employees are eligible to telework.

(2) Concept of Operations. There are two types of telework schedules authorized for use at MCB Hawaii; regular and recurring, and ad hoc.

(a) Regular and recurring telework is an approved work schedule where eligible employees regularly work at least one day each pay period at an alternative worksite. Regular and recurring telework also includes telework schedules approved due to an injury or illness that requires a convalescence period. The MCB Hawaii telework program will not be used as a routine arrangement, but more as a tool to assist managers in accomplishing their mission and to provide an incentive to deserving employees that enables them to maximize their performance. Regular and recurring telework should not be used simply because it's available, or when an ad hoc telework schedule is more appropriate.

(b) Ad hoc telework is performed on an occasional, one-time, or irregular basis and is usually authorized for specific projects of a short duration (e.g., COOP operations).

(c) Employees who are approved for telework must have clearly defined duties and tasks assigned to them that can be accomplished in a telework status. Supervisors must ensure that all assigned duties are accomplished in a satisfactory manner. Time spent in a telework status must be accounted for on timecards as prescribed in the reference.

(d) It is important that supervisors and employees fully understand the policies and guidelines regarding telework prior to implementing a telework arrangement. This Order should be reviewed in its entirety by both supervisors and employees. Telework 101 training can be accessed at the following website:  
[http://www.telework.gov/tools\\_and\\_resources/training/managers/index.aspx](http://www.telework.gov/tools_and_resources/training/managers/index.aspx).

(e) MCB Hawaii employees engaged in the performance of their official duties, regardless of whether the work is performed on the base or at an approved alternate worksite are covered by a worker's compensation program. APF employees fall under the Federal Employees Compensation Act (FECA) and NAF employees come under the Longshore and Harbor Workers' Compensation Act. For work-at-home arrangements, the employee is to designate one area in their home as their official workstation. In case of an injury at the alternate worksite, paragraph 3d(8) of the reference provides additional information on responsibilities.

(f) Telework is an option that should be considered in efforts to employ and accommodate personnel with disabilities, employees on the worker compensation rolls, and employees with temporary or continuing health concerns.

(g) MCB Hawaii is not liable for damages to an employee's personal or real property while the employee is working at an approved alternate worksite except to the extent the Marine Corps is found liable by the Federal Torts Claims Act or the Military Personnel and Civilian Employees Claims Act. The Occupational Safety and Health Administration rules govern federal employee workplace safety.

b. Responsibilities

(1) Subordinate Unit Commanders/Directorate/Department Heads. Subordinate unit commanders/Directorate/Department Heads have the authority to determine telework eligibility criteria for their employees and will approve or disapprove all employee requests for regular and recurring or ad hoc telework.

(2) Supervisors

(a) Supervisors should assess employee requests for telework based on position suitability or job content, rather than the job title, type of appointment, or work schedule. Once position suitability is determined, employee requests should be forwarded to the applicable approval authority for decision. Supervisors will utilize enclosures (1) and (2) for both Ad Hoc and Regular and Recurring work.

1. Positions eligible for telework should:

a. Have official duties that can be performed, either in whole or in part, at an alternate worksite.

b. Have duties that can be performed at an alternate worksite without impairing the mission of the department.

2. Positions are not eligible for telework if they (not all inclusive):

a. Adversely affect the performance of other employees.

b. Place a burden on the staff remaining in the worksite.

c. Result in a diminished level of service provided to customers.

d. Require frequent or short-notice face-to-face interaction with internal or external contacts such as the supervisor, customers, other employees, working groups, clients, or the general public.

e. Require access to material or data that cannot be moved from the regular worksite, would present a security risk, or breach of confidentiality.

f. Require access to necessary automated systems and those systems are not available at the alternative worksite.

g. Require use of a government vehicle.

h. Require issuing and accounting for supplies and materials at the regular worksite.

i. Provide emergency services and/or services involving the protection of life and property.

(b) In addition to determining position suitability, supervisors must also determine if the employee is suited for telework.

1. Employees suited for telework must at a minimum, demonstrate:

a. Dependability and the ability to handle responsibility.

b. A record of satisfactory performance.

c. A record of satisfactory attendance.

d. A proven record of high personal motivation.

e. An ability to prioritize work effectively and use time management skills.

2. Employees not suited for telework include (not all inclusive):

a. Employees who do not meet performance standards.

b. Employees who are in trainee or entry level positions.

c. Employees who have been counseled or disciplined for leave abuse.

d. Employees who have received disciplinary or adverse actions.

(c) Prior to entering into a telework arrangement, supervisors and employees must complete Telework 101. Training can be found at the following website:

[http://www.telework.gov/tools\\_and\\_resources/training/managers/index.aspx](http://www.telework.gov/tools_and_resources/training/managers/index.aspx).

(d) Supervisors must ensure completion of enclosures (1) through (3). Forms are available on the Marine Corps Electronic Forms System (MCEFS) website at: <http://192.156.19.109/ar/MCEFS.nsf>.

(e) Supervisors will notify employees as far in advance as possible of the need to report to the on-base worksite on scheduled telework days.

(f) Supervisors must ensure that work completed by employees while teleworking is completed satisfactorily, and must account for absences from scheduled periods of telework duty. This can be accomplished by:

1. Setting specific job objectives and metrics for determining reasonableness of work output for time spent.

2. Making occasional telephone calls or visits to the alternate worksite when the employee is scheduled to be on duty.

(g) Supervisors will maintain appropriate documentation concerning program participation (e.g., signed agreements, data for reports, etc.).

(h) Supervisors will insure that both the Safety Checklist contained in enclosure (3), for the alternate worksite, and the

Departmental Telework Checklist, enclosure (2), are completed prior to implementing a telework agreement.

(i) Supervisors will notify employees as far in advance as possible of the termination of any telework agreement. Enclosure (3) is utilized to cancel a telework arrangement.

(j) Supervisors will provide the Human Resources Office (HRO) Telework Coordinator a signed copy of enclosures (1) through (3), and a Telework 101 Completion Certificate prior to starting a telework program for an employee.

(3) Employees will:

(a) Complete and submit a Telework Memorandum of Agreement (MOA)(enclosure 1) and Departmental Telework Checklist (enclosure 2), to the supervisor. The MOA will include the employees proposed work schedule and location of the alternate worksite. The employee and supervisor must also complete the telework checklist. Both documents must be reviewed and approved by the supervisor. Upon approval of the MOA and telework checklist, the employee will complete and submit the DoD Telework Agreement (enclosure 3) to the supervisor, which will be forwarded to the applicable Commander, Directorate/Department Head for approval.

(b) Designate one area in the home as the official alternate worksite which must comply with safety requirements. Complete and submit a telework safety checklist for this area.

(c) Prior to entering into a telework arrangement, complete Telework 101 and provide the completion certificate to the supervisor. Training can be found at the following website:  
[http://www.telework.gov/tools\\_and\\_resources/training/employees/index.aspx](http://www.telework.gov/tools_and_resources/training/employees/index.aspx).

(d) Have a telephone to communicate with supervisors and organizations, and be accessible to supervisors, co-workers, customers and other contacts by e-mail and/or telephone during all scheduled work hours.

(e) Ensure that dependent care for young children, elderly loved ones, or loved ones with special needs is provided by someone other than the employee during their scheduled telework duty hours. Telework arrangements can provide valuable assistance in the management of work/family schedules, but telework is not a substitute for dependent care support. Family responsibilities must not interfere with work time at home.

(f) Observe all polices for requesting leave when leave is to be taken.

(g) Be accessible and available for immediate recall to the regular work place for meetings, briefings, special assignments, emergencies, or duties that must be performed at the worksite.

(h) Use government equipment only for official purposes.

(i) Be accountable for any loss, theft, or damage to government property while in their possession.

(j) Notify the supervisor immediately of any accident or injury at the alternate worksite.

(k) Agree to permit supervisors to inspect the alternate worksite during the employee's normal working hours to ensure proper maintenance of government owned property and conformance with safety standards.

(l) Abide by the telework agreement and the departmental MOA.

(4) Human Resources Office (HRO) will:

(a) Appoint a telework coordinator to oversee the program.

(b) Maintain all employee telework files and ensure that an annual review is conducted by the supervisor and employee, and that a new telework agreement and MOA are signed annually.

(c) Complete and submit telework reports, as required.

(d) Provide training and advice to supervisors and employees on the telework program.

(e) Provide appropriate notification to local labor organizations and ensure labor relations obligations are completed.

(5) Communications and Information Systems Directorate will:

(a) Ensure the Customer Liaison Section (CLS) staff are knowledgeable to provide training in the use of Outlook Web Access (OWA), to include written instructions.

(b) Ensure peripheral equipment is available to enable home computers to adapt to OWA, e.g., software, CAC readers.

(6) NAF employees must consult with the MCCS Automated Data Processing (ADP) office as they are not on NMCI and will have different computer issues to work from home.

c. Telework Agreements

(1) A telework agreement is not a right and may be terminated at will by either the employee or the employee's Directorate/Department Head.

(2) Disapproval and termination of telework agreements must be based on mission needs or performance, not personal reasons. For example, a Directorate/Department Head may deny a telework agreement due to staffing issues or because the employee's duties require work to be performed at the worksite. A disapproval or termination should include information about when the employee might reapply, and/or what actions the employee should take to improve his or her chance of approval. All disputes will be handled through the employee's applicable grievance procedures. Supervisors must provide a copy of all disapproval and termination letters to the HRO Telework Coordinator.

(3) In emergencies that affect a teleworker's normal worksite, telework employees will be required to continue work at their alternate worksite on their telework day. On a case-by-case basis, the telework employee may be excused from duty during an emergency if the employee's duties are such that he or she cannot continue to work without contact with the regular worksite. If an emergency affects the alternate worksite, the supervisor can require the employee to report to the regular worksite for duty, approve annual leave or leave without pay, or authorize an excused absence.

(4) Employees who may be asked to telework in the case of an emergency, continuity of operations event, or pandemic health crisis, should have an ad hoc telework agreement in place that provides for such an occurrence. Eligible employees should practice telework on a regular basis, especially during scheduled exercises.

(5) Telework may increase an employee's home utility costs. MCB, Hawaii assumes no reasonability for any operating costs associated with the employee using his or her personal residence as a alternative worksite, including home maintenance, insurance, or utilities (e.g., air-conditioning, electricity, water, etc.). Furthermore, employees on a telework arrangement who are approved to use their own equipment are responsible for the repair, maintenance and replacement of that equipment.

(6) Telework may be permitted as a reasonable accommodation for an employee with a disability or injury. If an employee makes a

request to telework because of a disability or an injury, the supervisor will coordinate the request with the MCB Hawaii Human Resources Office's Telework Coordinator and EEO Counselor to ensure such requests are processed in accordance with law and regulations.

(7) Employees who telework continue to be bound by the Department of Defense standards of ethical conduct while working at the alternative worksite and using Government-furnished equipment. Ethics references and guidance can be found at the DoD Standards of Conduct Office (SOCO) web site at [http://www.dod.gov/dodgc/defense\\_ethics/](http://www.dod.gov/dodgc/defense_ethics/). Ethics rules applicable to DoD employees requires Government-furnished equipment to be used only for official duties, and family members and friends of teleworkers are not authorized to use any Government-furnished equipment.

d. Departmental Memorandums of Agreement (MOA)

(1) The Departmental MOA provides a framework for discussion between the supervisor and the employee about telework expectations. A departmental MOA must be completed for both regular and recurring and ad hoc telework arrangements to ensure the supervisor and the employee understand each other's expectations concerning the issues listed in the agreement.

(2) Supervisors must review the employee's duties and responsibilities and determine what equipment, materials, network access, etc., are required and available. All costs must be agreed upon between the department and the comptroller. Costs borne by management will be funded at the departmental or base comptroller level.

(a) Supervisors should determine equipment required by teleworkers based upon available funding and the nature and type of work performed by the teleworker. Supervisors should familiarize themselves with the DoD Instruction 1035.01, Telework Policy, and equipment guidelines, as well as the GSA guidelines on equipment and support that may be provided to teleworkers. In compliance with policy and based on mission requirements, supervisors should determine the right balance of budget, security, and effectiveness in making equipment decisions. GSA provides guidelines for the equipment and support that an agency may provide teleworkers working in alternate workplaces that can be found at: [http://www.gsa.gov/graphics/ogp/FMR2007-B1ITBulletin\\_R2HB2C\\_0Z5RDZ-i34K-pR.txt](http://www.gsa.gov/graphics/ogp/FMR2007-B1ITBulletin_R2HB2C_0Z5RDZ-i34K-pR.txt)

e. Coordinating Instructions.

(1) Telework programs must be reviewed by supervisors and Directorate/Department Heads at least annually and must be re-signed

after review. Additionally, new agreements and MOAs should be executed when a new supervisor and employee relationship is established.

(2) The provisions of this Order will be implemented for employees in the bargaining unit. Where the provisions of this Order may conflict with the AFGE-USMC Master Labor Agreement (MLA effective 18 August 2010, the provisions of the MLA will apply with respect to bargaining unit employees.

4. Administration and Logistics

a. Enclosures (1) through (3) will be used to administer the MCB Hawaii telework program.

b. Additional information on telework programs for managers and employees can be found at the following links:  
[http://www.cpms.osd.mil/telework/telework\\_managers.aspx](http://www.cpms.osd.mil/telework/telework_managers.aspx) and  
[http://www.cpms.osd.mil/telework/telework\\_employees.aspx](http://www.cpms.osd.mil/telework/telework_employees.aspx).

c. Directives issued by this headquarters are published and distributed electronically. Electronic versions of the Base directives can be found at: <http://www.mcbh.usmc.mil/g1/adjutant/Borders.htm>.

5. Command and Signal

a. Command. This Order is applicable to all MCB Hawaii eligible Appropriated Fund (APF) and Non-Appropriated Fund (NAF) employees.

b. Signal. This Order is effective the date signed.



R. D. RICE

Distribution: A

## TELEWORK MEMORANDUM OF AGREEMENT

The following constitutes the terms and conditions of the telework agreement.

Employee: \_\_\_\_\_  
                     Last Name                    First Name                    Initial

\_\_\_\_\_

Title, Pay Plan, Series & Grade

\_\_\_\_\_

Organization

DoD Component/Organization: \_\_\_\_\_

### **Days in the Pay Period Employee is authorized to telework**

The employee is approved to work at the approved alternative worksite specified below in accordance with the following schedule:

DAY	EACH WEEK	PER PAY PERIOD	DUTY HOURS (specify hours of work and lunch break)
MON			
TUES			
WED			
THURS			
FRI			

### **Alternative Worksite**

The employees' alternate worksite is:

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

### **Security Considerations**

(1) Employee is responsible for safeguarding all DoD information, protecting GFE and Government property, and performing assigned duties while teleworking in support of organizational mission requirements.

(2) Employee must protect sensitive unclassified data, including Privacy Act or For Official Use Only data, consistent with the guidance set forth in DoD 5400.7-R (Reference (m)) and DoD Component policy.

(3) Employee must protect competition sensitive, source selection information, or contractor proprietary data restricted by section 423 of title 41, U.S.C. (also known as Section 27 of the Office of Federal Procurement Policy Act, as amended) (Reference (n)) or data otherwise restricted by the Federal Acquisition Regulation (Reference (o)) or the Defense Federal Acquisition Regulation Supplement (Reference (p)) or other acquisition policies.

(4) Employee must comply with criteria and guidelines established by the ASD(NII)/DoD CIO and their respective Components for using both GFE and non-GFE and for access to DoD information systems and networks to perform telework.

(5) Employee who teleworks from home must comply with criteria and guidelines established by their respective Components for keeping Government property and information safe and secure. Restrictions may apply to employees located outside of the continental United States (OCONUS) as determined by DoD Component criteria and guidelines.

### **Government Furnished and Personal Equipment (GFE)**

(1) GFE should be approved for employee who teleworks on a regular and recurring basis and for situational teleworkers, when practicable. The local commander or supervisor should determine the propriety of furnishing and installing GFE and software. The command will be responsible for the service and maintenance of GFE.

(2) DoD remote access software may be installed onto Government-furnished and personally-owned computers to enable access to unclassified DoD systems and networks consistent with criteria and guidelines established by the ASD(NII)/DoD CIO and the employee's respective DoD Component requirements.

(3) The employee is responsible for the installation, repair, and maintenance of all personally-owned equipment and other incremental costs associated with the residential workplace. Operating costs associated with the teleworker using their personal residence as the alternate worksite including home maintenance, insurance, or utilities (e.g., heat, electricity) will not be assumed by the Department of Defense.

(4) The command may use appropriated funds or Nonappropriated funds, as appropriate, to install telephone lines, broadband, or other necessary telecommunications equipment in a private residence for employees that telework on a regular and recurring basis, when the purpose is for official Government business consistent with the guidance set forth in section 620 of Public Law 104-52. The command may also issue a calling card, or reimburse for long-distance (domestic and international) telephone expenses if incurred as a result of official business.

### **Liability**

(1) The command is not liable for damages to the employee's personal or real property while the employee is working at home, except to the extent the Government is liable under sections 1346(b), 1402(b), 2401(b), and 2761-1680 of title 28, U.S.C. (also known as "The Federal Tort Claims Act") or section 3721 of title 37, U.S.C. (also known as "The Military Personnel and Civilian Employees Claims Act").

(2) Civilian employees paid from appropriated funds are covered by Chapter 81 of title 5, U.S.C. (also known as "The Federal Employment Compensation Act") when injured or suffering from work-related illnesses while conducting official Government business within the scope of their Federal employment.

The commands potential exposure to liability is normally restricted to the injuries the employee suffers at the designated official alternate worksite. Employees paid from nonappropriated funds are covered under Chapter 18 of title 33, U.S.C. (also known as “The Longshore and Harbor Workers’ Compensation Act”). Employees should notify their supervisors if injured while teleworking. The employee will notify the supervisor immediately or as soon as possible thereafter of any accident, injury, or work related illness that occurs at the alternate work site while in the performance of official duties. The employee further agrees to complete any required forms to report the injury under applicable workers’ compensation law and procedures.

**Termination of Telework Memorandum of Agreement**

This telework agreement may be terminated by the employee or the supervisor at any time. Advance written notice of the agreement shall be provided, except when an emergency precludes advance written notice. Management shall have the right to terminate this telework agreement should the employee’s performance not meet prescribed standards or if the telework arrangement fails to meet organizational needs.

I agree to the terms of this Telework Memorandum of Agreement.

Employee’s Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor’s Signature \_\_\_\_\_ Date \_\_\_\_\_

## **DEPARTMENTAL TELEWORK CHECKLIST**

The following checklist is designed to ensure that employees participating in the MCB Hawaii Telework Program are properly oriented to the policies and procedures of the program.

As appropriate, simply indicate yes, no, or not applicable (N/A) in response to each statement.

- \_\_\_\_\_ Employee's most recent performance appraisal is satisfactory and supervisor agrees that there are no issues in regards to the employee performance that make him/her ineligible to participate.
- \_\_\_\_\_ Employee has reviewed Base Order 12600.1
- \_\_\_\_\_ Employee has been provided with an approved work schedule.
- \_\_\_\_\_ Employee has/has not been issued equipment.
- \_\_\_\_\_ Equipment issued by agency includes:
  - 
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  -
- \_\_\_\_\_ Policies and procedures for care of equipment have been explained by supervisor.
- \_\_\_\_\_ Policies and procedures for the protection of sensitive unclassified data, including Privacy Act or For Official Use Only data, have been discussed.
- \_\_\_\_\_ Requirements for office space and safety considerations have been explained by the supervisor.
- \_\_\_\_\_ Performance expectations have been discussed.
- \_\_\_\_\_ Supervisor and employee have completed Telework 101.
- \_\_\_\_\_ Employee understands that the supervisor may terminate employee participation in accordance with the Base Order.

\_\_\_\_\_ The following required documents have been completed and are appropriately signed and submitted to the Human Resources Office Telework Coordinator:

- DoD Telework Agreement
- Telework Memorandum of Agreement
- Departmental Telework Checklist
- Supervisor's Telework 101 Completion Certificate
- Employee's Telework 101 Completion Certificate

**DEPARTMENT OF DEFENSE  
TELEWORK AGREEMENT**

**PRIVACY ACT STATEMENT**

**AUTHORITY:** 10 U.S.C. 113, Secretary of Defense; DoD Instruction 1035.01, Telework Policy.

**PRINCIPAL PURPOSE(S):** Information is collected to register individuals as participants in the DoD alternative workplace program; to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities.

**ROUTINE USE(S):** None.

**DISCLOSURE:** Voluntary; however, failure to provide the requested information may result in your inability to be a participant in the telework program.

**TERMS OF TELEWORK AGREEMENT**

The terms of this agreement must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at <http://www.dtic.mil/whs/directives/> or on the Civilian Personnel Management Service Web Site at [www.cpmc.osd.mil](http://www.cpmc.osd.mil) and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

1. Work schedules and hours of duty may be modified as necessary, but are subject to local management procedures and approval and/or collective bargaining agreement requirements. A copy of the employee's daily schedule should be kept on file with the signed telework agreement. If the employee is designated to telework in an emergency situation (as indicated in Section I, Block 12 of the telework agreement), the work hours may be subject to change. Emergency schedules will be set based on mission needs.
2. If the employee reports to the traditional worksite at least twice per pay period, the traditional worksite is the official worksite as defined in part 531.605, subpart F of title 5, Code of Federal Regulations.
3. If the employee does not report to the traditional worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. Exceptions to the twice each biweekly pay period requirement may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation).
4. All pay (to include locality pay or local market supplement), leave, and travel entitlements are based on the employee's official worksite as documented on a Notice of Personnel Action.
5. Prior to signing this Telework Agreement, the supervisor and employee will discuss:
  - a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications);
  - b. Safety, technology and equipment requirements; and
  - c. Performance expectations.
6. Employee will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, or Sunday work) unless he or she receives permission from the supervisor. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.
7. If designated employee (as indicated in Section I, Block 12 of this agreement) is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. Supervisors may, on a case-by-case basis, administratively excuse the designated teleworker from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site. To the extent practicable, managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's normal duties.

8. Teleworkers may be required to return to the traditional worksite on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled in accordance with established policy and/or collective bargaining agreements, if applicable.

9. If the employee uses Government-furnished equipment (GFE), the employee will use and protect the equipment in accordance with the DoD Component's procedures. GFE will be serviced and maintained by the Government.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. **No classified documents (hard copy or electronic) may be taken to, or created at, an employee's alternative worksite.** However, classified work at an approved alternate secure location may be allowed contingent on individual Component requirements regarding such work. **For Official Use Only and sensitive non-classified data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations.**

12. If sensitive unclassified or competition sensitive or source selection data is authorized for use at the telework location, include criteria for the proper encryption, storage, safeguarding, and return of such information and data in the space allowed for Component specific comments.

13. The supervisor will determine how frequently, if at all, backup copies of data onto network drives or removable disks must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for the Government, as provided by statute and implementing regulations and as articulated in this agreement. (Approved authorizations are filed with this agreement.)

15. **The employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of title 5, United States Code.**

16. The DoD Component retains the right to inspect the home worksite, by appointment only, to ensure safety standards are met and GFE is properly maintained.

17. The DoD Component will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence.

18. The DoD Component is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

**TERMS OF TELEWORK AGREEMENT** *(Continued)*

19. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official alternative worksite. Employees paid from nonappropriated funds are covered under the Longshore and Harbor Workers' Compensation Act. Any accident or injury occurring at the alternative workplace must be brought to the immediate attention of the supervisors who will investigate all reports as soon as practical following notification.

20. The employee acknowledges that telework is not a substitute for dependent care.

21. The employee acknowledges that telework is a discretionary alternative workplace arrangement.

22. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

23. The employee continues to be covered by DoD Component standards of conduct while working at the alternate worksite.

24. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

25. DoD Component-specific conditions may be included below.

**COMPONENT-SPECIFIC TERMS AND CONDITIONS**

**DEPARTMENT OF DEFENSE  
TELEWORK AGREEMENT**

*(Read Privacy Act Statement and Terms of Agreement before completing this form.)*

**SECTION I - This document constitutes the terms of the telework agreement for:**

<b>1. EMPLOYEE</b> <i>(Last Name, First, Middle Initial)</i>		<b>2. JOB TITLE</b>	
<b>3. PAY PLAN/SERIES/GRADE/PAY BAND</b>		<b>4. ORGANIZATION</b>	
<b>5. TRADITIONAL OFFICIAL WORKSITE</b> <i>(Street, Suite Number, City, State and ZIP Code)</i>		<b>6. ALTERNATE WORKSITE ADDRESS</b> <i>(Street, Apartment Number, City, State and ZIP Code) (May be TBD under emergency situations)</i>	
<b>7. ALTERNATE WORKSITE TELEPHONE NUMBER</b> <i>(Include Area Code)</i>		<b>8. ALTERNATE WORKSITE EMAIL ADDRESS</b>	
<b>9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES</b> <i>(Agreement should be revalidated at least once every 2 years)</i>		<b>10. TOUR OF DUTY</b> <i>(X one) (Attach copy of biweekly work schedule)</i>  <input type="checkbox"/> FIXED <input type="checkbox"/> FLEXIBLE <input type="checkbox"/> COMPRESSED	
a. START (YYYYMMDD)	b. END (YYYYMMDD)		
<b>11. TELEWORK ARRANGEMENT</b> <i>(X one)</i> <input type="checkbox"/> *REGULAR AND RECURRING <input type="checkbox"/> **SITUATIONAL  <p><b>* Regular and Recurring Telework.</b> Employees who telework at least twice each biweekly pay period at the alternative worksite must complete a telework agreement. A copy of the employee's approved biweekly schedule will be attached to this document.</p> <p><b>** Situational Telework.</b> Employees who telework less frequently than twice each biweekly pay period should have a telework agreement to clarify work expectations.</p> <p>Employees who telework to complete short-term special assignments or accommodate special circumstances are also considered situational teleworkers even though they may telework continuously for a specified period and should also complete a telework agreement.</p>			
<b>12. CONTINUITY OF OPERATIONS "EMERGENCY RESPONSE" STATUS</b> Employee <input type="checkbox"/> IS <input type="checkbox"/> IS NOT expected to telework for the duration of an emergency pursuant to a pandemic and/or when the traditional worksite is closed due to natural or manmade emergency situations (e.g., snowstorm, hurricane, act of terrorism, etc.). If designated employee is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave (e.g., annual or sick). The employee may be granted administrative leave, on a case-by-case basis, when other circumstances (e.g., power failure) prevent the employee from working at the telework site. Managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's normal duties.			
<b>13. AUTHORIZED MANAGEMENT OFFICIAL</b> <i>(Name and Signature)</i>		<b>14. DATE</b> (YYYYMMDD)	
<b>15. EMPLOYEE SIGNATURE</b>		<b>16. DATE</b> (YYYYMMDD)	

**SECTION II - SAFETY CHECKLIST**

SAFETY FEATURE <span style="float: right;">(X)</span>	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office.		
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).		
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).		
4. Office (including doorways) is free of obstructions to permit visibility and movement.		
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.		
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.		
7. If material containing asbestos is present, it is in good condition.		
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.		
I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.		
9. EMPLOYEE SIGNATURE	10. DATE (YYYYMMDD)	

**SECTION III - TECHNOLOGY/EQUIPMENT CHECKLIST**

(1) TECHNOLOGY/EQUIPMENT <i>(Indicate all that apply)</i>	(2) REQUIREMENT <i>(Y or N)</i>	(3) OWNERSHIP: AGENCY OR PERSONAL <i>(A or P)</i>	(4) REIMBURSEMENT BY COMPONENT <i>(Y or N)</i>
<b>1. COMPUTER EQUIPMENT</b>			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER:			
<b>2. ACCESS</b>			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER:			
<b>3. CONNECTIVITY</b>			
a. DIAL-IN			
b. BROADBAND			
<b>4. REQUIRED ACCESS CAPABILITIES</b>			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
<b>5. OTHER EQUIPMENT/SUPPLIES</b>			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER:			
<b>6. SUPERVISOR'S SIGNATURE</b>			<b>7. DATE (YYYYMMDD)</b>
<b>8. EMPLOYEE SIGNATURE</b>			<b>9. DATE (YYYYMMDD)</b>

**SECTION IV - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION**

*(Complete this section when the telework agreement is cancelled.)*

**1. CANCELLATION DATE (YYYYMMDD)**

**2. INITIATED BY (X one)**

EMPLOYEE

MANAGEMENT

**3. REASON(S) FOR CANCELLATION**

**4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED  
LIST PROPERTY AND DATE OF RETURN:**

YES

NO

**5. SUPERVISOR'S SIGNATURE**

**6. DATE (YYYYMMDD)**

**7. EMPLOYEE SIGNATURE**

**8. DATE (YYYYMMDD)**