

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

OFFICE OF GENERAL COUNSEL

Telework Policy

I. INTRODUCTION

This policy interprets the National Oceanic and Atmospheric Administration (NOAA) Telework Implementation Plan signed May 2015 for all employees within the NOAA Office of General Counsel.

The NOAA Office of General Counsel promotes the maximum feasible use of telework consistent with the needs of the office. Telework can provide the following benefits: increased employee performance, efficiency, morale, and job satisfaction; help in attracting and retaining skilled workers with diversity from a wider geographic area; support for EO 13548 and EO 13518; lower absentee rates and attrition; reduced greenhouse emissions and support for Executive Order 13514; and improved standards of living by allowing employees to: (i) be more productive without the interruptions of an office setting, (ii) gain increased flexibility in managing their time and schedule, (iii) reduce the cost of daily commute, (iv) stay productive in times of poor weather, mass transit delays, and natural disasters, and (v) enjoy a more rewarding and balanced work-, family-, and personal-life.

II. SCOPE

The provisions of this document apply to NOAA GC employees in attorney, paralegal, and non-secretarial support staff positions participating in the NOAA GC telework program. Employees in secretarial and clerical positions are generally excluded from participating in the NOAA GC telework program absent special circumstances, and a justification approved by his or her supervisor.

III. REFERENCES

- Telework Enhancement Act of 2010, Public Law 111-292, December 9, 2010
- U.S. Office of Personnel Management (OPM) Guide to Telework in the Federal Government (2010)
- OPM, Washington, DC, Area Dismissal and Closure Procedures (December 2015)
- Department of Commerce, Teleworking Policy, October 2014

- NOAA Telework Implementation Plan, May 2015

IV. EMPLOYEE ELIGIBILITY

An attorney or paralegal may telework from an approved alternative work site if he or she 1) has worked for NOAA General Counsel for at least one calendar year, 2) performs work suitable for telework,¹ 3) is satisfactorily fulfilling work responsibilities, as determined by his/her supervisor and 4) has an approved telework agreement.

V. TYPES OF TELEWORK

- a. Regular/Recurring Telework occurs as part of a preapproved ongoing, regular schedule. Once the schedule is established, the employee may not change the assigned telework days(s) without approval.² An employee may combine teleworking with an alternative work schedule.
 1. However, there are times when an employee must be in the office (e.g., to attend a meeting or to work with materials that are too extensive to transport to the alternate work site) or on official travel on a regularly scheduled telework day. In such cases, the employee may request approval from his/her supervisor to reschedule the telework day during that week subject to the needs of the office. In addition, some employees' work requirements do not permit them to schedule regular telework days in advance. Therefore, these employees may schedule their telework days with their supervisors' approval on a weekly basis. This requirement must be annotated on the employee's telework agreement. Overall interests of the office must take precedence over working off-site on a regularly scheduled telework day if a conflict arises.
- b. Unscheduled Telework occurs under an announcement by the Office of Personnel Management (OPM) or other appropriate authority. When OPM makes an announcement of "Unscheduled Telework" and it is not the employee's regularly scheduled telework day, the employee may choose to perform unscheduled telework. The employee's decision is not subject to approval by his/her supervisor. However, the employee must notify his/her supervisor at the start of the workday via email.
 1. In rare circumstances, management may find it necessary to require a non-emergency, telework-ready employee to report for an assignment that requires presences at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference). This should not be a last-minute surprise, but

¹ Attorney positions in NOAA GC are generally suitable for telecommuting. As an exception, within forty-five days of the effective date of this policy, Management will provide to the NOAA Attorneys Guild a list of attorney positions that are not suitable along with a written explanation of why the type of work in the position(s) is not suitable for telework. If a new attorney position is created that is not suitable for telework, Management will provide the NOAA Attorneys Guild with a written explanation before recruiting for that position.

² The manner and timing of approval may vary at the discretion of management and based on the specific needs of the Section.

a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the instance requires.

- c. Ad Hoc/Episodic Telework occurs on an irregular basis, chosen by the employee, to address a specific need of the employee. Ad hoc telework may be requested for the employee to work from an alternative work site if he or she performs work suitable for telework and receives approval from his/her supervisor and has a signed telework agreement.

VI. SCHEDULING FLEXIBILITY AND MAXIMUM AMOUNT OF TELEWORKING

Telework agreements can be individualized, and the number of days of telework per pay period may vary consistent with the needs of the particular office. Schedules including up to two days per week of telework are commonly approved. Schedules that exceed two days per week require approval of a Deputy General Counsel.³ The maximum number of days an employee (including a part-time employee) may telework during a pay period is left to the discretion of a Deputy General Counsel or designee (*e.g.*, the employee's supervisor). This includes regular/recurring telework and ad hoc telework.

VII. OPTIONAL TELEWORK PLANS

It is recognized that some employees will opt not to telework at all, others will choose to telework only on a limited ad hoc/episodic basis, and others will telework to the maximum extent possible. It is understood that telework is a flexible arrangement entered on a voluntary basis. Employees who wish to telework must choose one of the following plans.

PLAN A – Ad-Hoc/Episodic and/or Unscheduled Telework

- a. Ad hoc/episodic and/or unscheduled teleworking cannot exceed more than 80 hours during a fiscal year.
- b. The employee must obtain supervisory approval for performing ad hoc/episodic telework. No supervisory approval is needed for unscheduled telework under OPM or other appropriate authority announcement.
- c. The employee is responsible for ensuring that he/she has sufficient work from work assigned to him/her for the period of telework scheduled to be performed. If an employee does not have sufficient work for the scheduled telework, he/she shall consult with his/her supervisor to receive additional assignments that can be worked on while teleworking.
- d. The employee is not required to telework when the office is closed.

³ Individualized telework plans of three days or more per week will be liberally granted, taking into consideration the needs of the office (accessibility, client needs, etc.), the employee's history of successful telework, and reasonable consistency across the organization. Telework plans exceeding two days per week may result in office sharing. Telework plans involving telework at locations outside of the locality of the employee's duty station may require particular scrutiny and conditions necessary to comply with applicable locality and personnel requirements.

- e. The employee may switch to Plan B at any time prior to reaching the 80-hour limitation, and the individual telework agreement must be modified to reflect the change.

PLAN B – Regular/Recurring, Unscheduled, and/or Ad hoc/Episodic Telework Schedule

Employees who desire the option of doing more than 80 hours of telework during the fiscal year may choose one or any combination of the available types of telework: regular/recurring, unscheduled, and/or ad hoc/episodic.

- a. The employee must obtain supervisory approval for performing ad hoc/episodic telework. No supervisory approval is needed for unscheduled telework under OPM or other appropriate authority announcement.
- b. The employee is responsible for ensuring that he/she has sufficient work from work assigned to them for the period of telework scheduled to be performed. If an employee does not have sufficient work for the scheduled telework, he/she shall consult with his/her supervisor to receive additional assignments that can be worked on while teleworking.
- c. Performing fewer than 80 hours of ad hoc/episodic or unscheduled telework does not change the employee's election of Plan B.
- d. The employee will be required to telework when his/her office is closed (*e.g.* OPM Federal office closures and/or other authorized office closure) for reasons other than Federal law (i.e., Federal Holiday) or Executive Order, unless otherwise excused by his/her supervisor for good cause;
 - 1. Good cause for excusing an employee from telework includes: (1) a lack of sufficient notice⁴ prior to the closure to allow the employee to have the materials available at their worksite to successfully telework; (2) factors outside of the employees control – such as the presence of dependents due to school closures – that impede successful telework; and (3) other similar circumstances.
- e. Liberal leave and/or alteration of the employee's work schedule shall be honored to the maximum extent possible to allow flexibility to the employees due to an unplanned closure.
- f. Employees may not use telework to care for dependents while on duty.

⁴ For the purposes of this policy, absent extraordinary circumstances, one-day notice (i.e., notice prior to close of business the day before the closure) of an office closure or a weather event that may cause an office closure is sufficient notice to allow an employee to prepare for telework. Telework days due to office closures do not limit an employee's ability to telework in their normal course of work.

VIII. TELEWORK AGREEMENT

To participate in telework, an employee must complete the “Telework Application/Agreement and Modification of Telework Agreement” (Appendix A), the Telework Assessment Tool (Appendix B), and the “Telework Safety Checklist” (Appendix C) and submit it to his/her supervisor along with the certificate showing successful completion of [Telework 101 for Employees via the Commerce Learning Center \(CLC\)](#).

The employee and his/her supervisor shall discuss the expectations in the proposed telework agreement, including the performance levels required of the employee. The employee’s immediate supervisor is the approving official for Telework Agreements entered under this policy (any departures from this policy require approval of a Deputy General Counsel).

IX FACILITIES and EQUIPMENT

- a. **Government-owned Equipment.** Government-owned equipment will generally not be provided at the alternative work site.
- b. **Computer Software Copyrights.** Teleworkers shall submit all requests to install Government-licensed computer software on the alternative work site computer to the System’s Administrator, Information Systems Management Office, NFA/CAO, who will consult with the Department’s Office of General Counsel on the interpretation of any license. GC offices supported by a Line Office Systems Management Office will follow the practices and procedures outlined in that office’s telework policies.
- c. **Commercial Computer Software.** The teleworker shall make his/her request to use Government purchased software at the alternative work site to the System’s Administrator, Information Systems Management Office, NFA/CAO. GC offices supported by a Line Office Systems Management Office will follow the practices and procedures outlined in that office’s telework policies.
- d. **Federal Interagency Telecommuting [Teleworking] Centers.** Requests for work stations at a teleworking center shall be coordinated through the supervisor and respective Deputy General Counsel for submission to NOAA’s Telework Coordinator on a quarterly basis for the succeeding quarter.
- e. **Installation of Telephone Lines.** The teleworker shall make his/her own arrangements and bear the cost for installation of telephone lines and internet accessibility.

X. MODIFICATION AND TERMINATION OF TELEWORK AGREEMENT

If management is proposing to modify or terminate an employee’s existing telework agreement (*i.e.* assumes duties not suitable for telework, or the arrangement is not working to the satisfaction of the supervisor), the supervisor shall provide the employee with an advance notice of thirty (30) calendar days prior to the effective date of the change, with

a written explanation to the employee. An employee may terminate this agreement at any time by using submitting a completed Appendix D.

XI. APPEAL AND GRIEVANCE PROCEDURES

Bargaining unit employees may use the procedures in the Collective Bargaining Agreement, Article 9, to grieve workplace matters related to telework eligibility, telework status, and/or telework agreement. Employees may seek reconsideration by his/her supervisor, and, if the matter is still unresolved, may appeal the matter to the relevant Deputy General Counsel.

XII. IMPLEMENTATION

All employees participating in telework will complete the forms provided in Appendix A (mandatory) and Appendices B and C (as applicable) within 60 days of the effective date of this policy. Supervisors will be held accountable for employees who do not comply with implementation of this policy. Introductory training sessions for all employees who request it will be made available within 90 days of the effective date of this policy.

Application Modification

**APPENDIX A: TELEWORK APPLICATION/AGREEMENT AND
MODIFICATION OF TELEWORK AGREEMENT**

Section I – To be completed by the Employee

Date of Request: _____ **Employee Name:** _____ Telephone: _____
Grade or Pay Band: _____

Proposed Start Date: _____ **Organization:** _____

Supervisor's Name and Title: _____ Telephone: _____

Address, Telephone, and Description of Alternate Worksite:

Equipment Needed to Perform Work at Alternate Worksite: _____

Telework Level Requested: () Plan A () Plan B

Expiration Date of Agreement: _____

Type of Telework: () Regularly Scheduled () Ad hoc/Episodic () Unscheduled
() For Continuity of Operations or Emergency Purposes

Work Schedule Including AWS Day Off (If Applicable):

Telework Days at Alternate Worksite:

Identification of specific data types allowed being accessed

_____ I have requested Plan A and under Plan A I will not be required to telework when my office is closed due to unforeseen circumstances.

I understand that working more than 80 hours of ad hoc/episodic and/or unscheduled telework during the term of the individual telework agreement will result in conversion of my Plan A to Plan B telework, and under Plan B, I may be required to telework when my office is closed.

_____ I have requested Plan B. I understand that I must telework when my office is closed due to unforeseen circumstances, unless otherwise excused by my supervisor. I have the option of performing regular/recurring, ad hoc/episodic, or unscheduled (as announced by the appropriate authorities) telework for more than 80 hours during the term of the telework agreement. Working fewer than 80 hours of ad hoc/episodic telework does not change my election of Plan B.

_____ I certify that I have completed Telework 101 for Employees via the CLC, the Telework Safety Checklist, and the Telework Assessment Tool.

_____ I understand that I may not care for children, elders, or other dependents while I am in a duty status and teleworking. I am not permitted to telework during time I am taking care of dependents. In these situations, I may request the appropriate leave from my supervisor.

_____ I understand that I must abide by the IT security requirements conveyed in the [DOC Information Technology Security Program Policy \(ITSP\)](#), [Commerce Information Technology Requirements \(CITRs\)](#), [Frequently Asked Questions \(FAQs\)](#) and [IT Security Policy memos](#). A complete list of DOC IT security documentation can be accessed at: <https://connection.commerce.gov/collection/it-security-policy-and-fisma-reporting-program>

_____ I understand that I must abide by the IT security requirements conveyed in the [NOAA Information Technology Security Policy \(ITSP\)](#), [NOAA's Computer Incident Response Team Requirements \(N-CITR\)](#), and [IT Security Policies](#). A complete list of NOAA IT security documentation can be accessed at: <https://www.csp.noaa.gov/policies>.

_____ When unscheduled leave or telework is announced by the appropriate authorities, I understand that the election is mine but I must notify my supervisor. However, in rare situations, management may find it necessary to require a non-emergency, telework-ready employee to report for an assignment that requires presences at the worksite (e.g., providing a presentation or performing administrative duties at a pre-scheduled conference). This should not be a last-minute surprise, but a special work circumstance that both the supervisor and employee know about, discuss, and plan in advance as the instance requires.

Employee's Signature

Date:

Section II – To be Completed by the Approving Official

Approved: ()

Disapproved: ()

Reason Not Approved:

I certify that the employee is eligible and authorized to telework, that I have reviewed the employee's Safety Checklist as well as the Telework Assessment Tool as applicable.

Approving Official's Signature _____ Date:

Alternate Worksite Costs – The employee understands that the Government will not be responsible for any operating costs that are associated with the use of the employee's home as an

alternate worksite, for example, home maintenance, insurance, or utilities. The employee also understands that any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute or regulation, is not relinquished by this telework agreement.

Liability – The applicant understands that the Government will not be held liable for damages to his/her personal or real property while he/she is working at the approved alternate worksite, except to the extent the Government is held liable under the Military Personnel and Civilian Employees Claims Act and the Federal Tort Claims Act.

Injury Compensation – The applicant understands that he/she is covered under the Federal Employees Compensation Act if injured in the course of actually performing official duties at the alternate worksite. The applicant agrees to notify his/her supervisor as soon as practicable of any accident or injury that occurs at the alternate workplace and to complete any required forms. The supervisor agrees to investigate such a report as soon as possible.

Disclosure – The applicant agrees to protect Government records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. § 552(a), and those outlined in **Section XX. SENSITIVE AND HIGHLY SENSITIVE INFORMATION – REQUIREMENT FOR TELEWORK-READY [EMPLOYEES]**.

Compliance with This Agreement – The employee’s failure to comply with the terms of this telework agreement may result in the termination of this telework agreement and the telework arrangement. Failure to comply also may result in disciplinary action against the employee if just cause exists to warrant such action.

Employee’s Signature

Date:

Approving Official’s Signature

Date:

APPENDIX B: TELEWORK ASSESSMENT TOOL

The decision to telework should be based on the ability of an employee to work in a setting that may be in his/her home or a Federal facility other than the regular office, without immediate supervision. The following tool is to be used by the supervisor as a basis for discussing the option and appropriateness of telework for a particular employee. Employees may also use the assessment tool to help in determining if telework is suitable for their positions.

Please rate yourself or your employee using the following scale:

5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1 – Never

1. Employee works without regular monitoring/supervision.
2. Employee is comfortable working alone.
3. Employee independently identified required work products.
4. Employee successfully plans work production schedule.
5. Employee communicates hindrances to successful completion of a task or project in sufficient time to allow for alterations that improve the opportunity for success.
6. Employee is knowledgeable about your organization's procedures/policies.
7. Employee is fully aware of Department information technology security.
8. Employee meets deadlines.
9. If telework will be in the employee's residence, the residence has an appropriate work environment.
10. Employee is willing to provide his/her own equipment if Government-furnished equipment is not available.
11. Employee is computer literate.
12. Employee has successfully completed the required online teleworking training course.

Approving Official's Signature

Date:

APPENDIX C: TELEWORK SAFETY CHECKLIST

This checklist is to be completed only if the proposed alternate worksite is in a private residence. This checklist is designed to assess the overall safety of the designated work area of the alternate worksite. Each applicant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the applicant and submitted to the immediate supervisor.

Applicant Name:

Date:

Telephone:

Address, Telephone, and Location of Alternate Worksite:

Describe the Designated Work Area:

1. Are stairs with four or more steps equipped with handrails? () Yes () No () N/A
2. Are aisles, doorways, and corners free of obstruction? () Yes () No () N/A
3. Are file/storage cabinets arranged so that open doors/drawers do not create obstacles? () Yes () No () N/A
4. Is the office space neat, clean, and free of combustibles? () Yes () No () N/A
5. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard? () Yes () No () N/A
6. Are circuit breakers/hoses in the electrical panel properly labeled? () Yes () No () N/A
7. Is electrical equipment free of recognized hazards that could cause physical harm (e.g., frayed, loose, and/or exposed wires, bare conductors, etc.)? () Yes () No () N/A
8. Does the building electrical system permit grounding of equipment (i.e., have three-prong receptacles)? () Yes () No () N/A
9. Is there a smoke alarm and clear access to a fire extinguisher? () Yes () No () N/A

By signing this document, the applicant certifies that all of the above applicable questions were answered in the affirmative, or, if answered in the negative, that the applicant will take all necessary corrective actions to eliminate any hazard prior to beginning telework.

Applicant's Signature

Date:

APPENDIX D: OPTIONAL TELEWORK TERMINATION FORM

The telework option is a privilege and not an employee right. As such, it falls under the supervisor’s discretion to determine how work should be accomplished with the organization. Termination from the telework agreement can be either voluntary or involuntary.

This is notification that the telework agreement, which was signed on _____ is no longer in effect and is hereby terminated.

Termination is based on (check one):

Voluntary Withdrawal

Involuntary Withdrawal

If telework is involuntarily terminated, the decision is based on:

Requirements of the current work assignment

Reassignment or change in duties

Failure to maintain employee eligibility standards

Breach in Information Technology Security policies and/or procedures

Other (please specify):

Receipt Acknowledged

Employee’s Signature:

Date:

Approving Official’s Signature:

Date: