Memorandum of Understanding
Between
NOAA Office of General Counsel and
NOAA Attorneys Guild
Regarding
Telecommuting

This Memorandum of Understanding (MOU) interprets Section 1 of Article 21, Flexiplace, of the Second National Collective Bargaining Agreement (Collective Bargaining Agreement) between the NOAA Office of General Counsel (Management) and the NOAA Attorneys Guild (Union).

1. **Article 21, Section 1** is agreed to mean that:

   a. An attorney may telecommute on a regularly scheduled basis 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 telecommuting, and 3) is satisfactorily fulfilling work responsibilities, as determined by the supervisor. An "approved alternative work site" is a GSA Federal Telecenter or the attorney's home, or, if approved by the supervisor, another alternate work place (e.g., NMFS satellite enforcement office). "Regularly scheduled" means the same day or days during a pay period.

   b. Part-time attorneys who work five days each week and full time attorneys who are not on a compressed work schedule may telecommute two days each week.

   c. Part-time attorneys who work less than five days each week and full time attorneys on a compressed work schedule may telecommute one day each week. At the discretion of the supervisor, those attorneys may telecommute two days each week.

   d. Attorneys who participate in the regularly scheduled telecommute program and their supervisors must sign the "NOAA Office of General Counsel Telecommute Agreement." Attorneys working from home or other non-Federal facility also must complete the "NOAA Office of General Counsel Self-Certification Safety Checklist for Alternate Work Sites."
2. It is understood that the goal of this MOU is to promote maximum feasible use of telecommuting consistent with the needs of the office. It is further understood that most attorney positions in NOAA GC are suitable for regularly scheduled telecommuting. As an exception, Management will identify any current attorney position that, due to the type of work involved, is not suitable for telecommuting. Management will provide a list of such positions and a written explanation to the Union within forty-five (45) days of the execution of this MOU. If a new attorney position is created that is not suitable for telecommuting, Management will provide the Union with a written explanation before recruiting for that position. A supervisor may terminate an attorney’s participation in the regularly scheduled telecommute program if the attorney assumes duties which are not suitable for telecommuting. The supervisor will provide thirty (30) days’ notice and a written explanation to the attorney and the Union of such termination.

3. Should a supervisor determine, after informal counseling and discussion with an attorney, that an attorney is not fulfilling his or her work responsibilities, the supervisor may terminate an attorney’s participation in the regularly scheduled telecommute program. The supervisor will provide thirty (30) days’ notice and a written explanation to the attorney.

4. Management and the Union recognize that at times an attorney 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 telecommute day. In such cases, the attorney and the supervisor will attempt to reschedule the telecommute day during that week, subject to the needs of the office. In addition, some attorneys’ work requirements do not permit them to schedule regular telecommuting days in advance. These attorneys may schedule their telecommuting days with their supervisors on a weekly basis. Management and the Union also recognize that the overall interests of the office must take precedence over working off-site on a regularly scheduled telecommute day if a conflict arises.

5. Scheduling of ad hoc telecommuting or changing regularly scheduled telecommute day(s) must be made in writing as required by Section 2 of Article 21.
6. Subject to the requirements of Section 2 of Article 21, nothing in this MOU limits the use of ad hoc telecommute arrangements.

7. Any attorney participating in either the regularly scheduled telecommute program or in an ad hoc telecommute arrangement must maintain appropriate confidentiality and security of any official file or office record taken to an alternative work site.

Craig R. O'Connor for Management
NOAA Office of General Counsel

Marguerite Matera
NOAA Attorneys Guild

Date

Date