

Agreement Between Maryland National Guard and Employee Approved for Telework

The following constitutes an agreement between

_____ and
(Supervisor/Approving Authority)

_____.
(Employee)

Both parties agree to the terms and conditions of this agreement as well as the Maryland National Guard's established Telework Program. The supervisor and the employee should each keep a copy of this agreement for reference.

Official Duty Station/Alternative Workplace

The employee's official duty station for such purposes as special salary rates, locality pay adjustments, BAH and travel is _____.

The employee voluntarily agrees to work at the following agency approved alternative workplace _____, and to follow all applicable policies and procedures. Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

Changes to Telework Arrangement

Employees who telework must be available to work at the traditional worksite on telework days on an occasional basis if necessitated by work requirements. Requests by the employee to change his or her scheduled telework day in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements. A permanent change in the telework arrangement must be reflected in a new Telework Agreement.

Home Worksite/Area

The employee agrees to provide a specific and limited safe work area in their home adequate for performance of official duties.

The employee is responsible for ensuring that working from home will not violate any lease agreements, homeowner's association rules, or zoning ordinances.

Government vehicles may not be used to transport the teleworker to or from the home worksite.

Worksite Inspection

The employee agrees to permit the Agency to inspect the approved alternative workplace, with advanced notice, during the employee's normal working hours to ensure proper maintenance of

Government-owned property and conformance with safety standards. Employee will complete a MDNG Self-certification Safety Checklist. The checklist will become an attachment to this agreement.

Alternative Workplace Costs

The employee understands that the Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite, for example, home maintenance, insurance, internet connectivity, utilities, home or cell phone charges. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

For work at home arrangements, the employee is required to designate one area in the home as the official work station. The government's potential exposure to liability is restricted to this official work station for the purposes of telework. Each employee with an approved Telework Agreement will be required to sign a Self-certification Safety Checklist that proclaims the home safe. Employees are responsible for ensuring that their homes comply with safety requirements.

Salary, Benefits and Leave

The Agency agrees that a telework arrangement is not a basis for changing the employee's salary or benefits. Existing rules on pay and leave administration apply to telework employees. The employee agrees to follow established office procedures for requesting and obtaining approval of leave.

Official Duties

Unless otherwise instructed, the employee agrees to perform official duties only at the official duty station or agency-approved alternative workplace. The employee agrees not to conduct personal business while in official duty status at the alternative workplace, for example, caring for dependents or making home repairs. It is expected that employees will take breaks, lunch, and address personal issues at the alternate worksite in a manner consistent with behavior that is accepted in the traditional work setting.

Any data, document or work product developed in the employee's alternative work site is the sole property of the U.S. Government.

Position Descriptions and Performance Management

Telework does not require major changes in position descriptions but could affect factors such as supervisory controls and work environment. Performance standards will be adjusted as necessary to be result-oriented and describe the quantity and quality of expected work products and the method of evaluation. These measures will be the same as it is for employees working at the official duty station. The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The supervisor/approval authority may check progress via

telephone calls, electronic mail or other available means. The employee understands that a decline in performance may be grounds for canceling this telework agreement.

Time and Attendance Issues

The Agency agrees to make sure the telework employee's timekeeper has a copy of the employee's work schedule. The assigned hours of work while teleworking form part of the employee's regular tour of duty. Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite. The supervisor agrees to certify biweekly the time and attendance for hours worked at the official duty station and the approved alternative workplace. Timekeepers will record the numbers of hours each individual spends in a telework status during the regular daily tour of duty by entering a code into the automated time and attendance system. Codes are dependant on the type of telework performed and are as follows: "TW" for regular telework, "TS" for situational telework, and "TM" for telework performed while recuperating from an injury, illness or medical procedure. For instance, if an employee has a regular daily tour of duty of 10 hours and spends 10 hours in a regular telework status, 10 hours is recorded using the "TW" code. The appropriate telework code is entered on the Army Guard employee's Time and Attendance excel spreadsheet. Air Guard employees will have their "type hour" code entered as appropriate (RG for GS, RF for WG/WS) on the employee Time Sheet, and the appropriate telework code entered under the E/H OTH block. Hours spent in a telework status that are outside of the regular daily tour must also be accounted for and reported.

Supervisors can verify an employee's time spent working at an alternative worksite by determining the reasonableness of the work output for the time spent, or by making occasional telephone calls during the employee's scheduled work hours at the alternative worksite. The technique for determining reasonableness of work output for the time spent is consistent with managing by results.

Employees in a telework status must adhere to their approved work schedules. The agency and employee agree the employee's official work schedule when in a telework status will be 0630 to 1700 hrs unless a pre-approved alternate work schedule is in place. Employee agrees to work compensatory time only when ordered and approved in advance by the supervisor and understands that compensatory time worked without such approval is not compensated and may result in termination of the telework privilege and/or other appropriate action.

Injuries occurring in the home outside of the teleworker's assigned workspace or hours of work will not be covered by workers' compensation.

Administrative Leave, Dismissals and Emergency Closing

Employees not designated as "emergency employees" (including telecommuting employees at an alternative work site) are excused from duty without loss of pay or charge to leave in accordance with Maryland Military Department Regulation 5-8.

If a situation arises at the employee's alternative worksite that results in the employee being unable to continue working (e.g., power failure), the supervisor should determine action on a case-by-case basis. Depending on the particular circumstances, supervisors may offer the teleworker the option to take leave or use compensatory time off, if applicable, or require the employee to report for work at the traditional worksite. If the employee knows in advance of a situation that would preclude

working at the alternative worksite, then alternative work schedules, leave, or time in the employee's traditional worksite must be scheduled. If a similar occurrence causes employees at the traditional worksite to be unable to continue working, e.g., part of a large organization is dismissed due to a lack of heat or cooling, employees who are teleworking in the commuting area would likely not be affected and would not need to be excused from duty.

Physical Fitness

The Agency's existing policy on Physical Fitness applies if approved by the supervisor.

Equipment/Supplies

The employee agrees to use their personal telecommunications equipment and to install, service, and maintain any personal equipment used. In the event that Government-furnished equipment is issued to the employee over the duration of this agreement, the employee agrees to protect said Government-furnished equipment and to use the equipment only for official purposes. The agency agrees to install, service, and maintain any Government-furnished equipment issued to the telework employee. Government-furnished equipment is FOR OFFICIAL USE ONLY. The employee agrees to protect any Government-furnished equipment, to prevent the use by others, and to use the equipment only for official purposes. If telework is no longer required or appropriate, the employee must immediately return Government-owned hardware, software, and data, and cancel all telecommunication services that the Government provided.

The preferred method to conduct telephonic business while teleworking will be through Agency remote access systems. Charges for long distance telephone calls will only be reimbursed in the rare instance that remote access is unavailable. Under 31 U.S.C. Section 1348, reimbursement of long-distance (domestic and international) telephone expenses is allowed if incurred as a result of official duties. Employees shall complete Standard Form (SF) 1164, Claim for Reimbursement for Expenditures on Official Business, and have it approved by their supervisor with a copy of the telephone charges. Teleworkers may be provided with agency-appropriated calling cards if duties require making long distance calls on a regular basis.

Security

If the Agency provides Government-furnished computer equipment for the alternative workplace, the employee agrees to the following security provisions:

The employee must comply with DoD and applicable Air/Army security procedures and ensure that security measures are in place to protect the equipment from damage, theft, or access by unauthorized individuals. The employee is responsible for providing security against loss due to malicious logic, physical or virus loss, theft, or damage. All teleworkers using automation from home will complete Information Assurance training with their respective services before engaging in telework. Annual refresher training will be required during the term of the telework agreement. Failure to annually certify will result in the immediate termination of the telework agreement. Anti-virus and firewall software is available for both Government and privately owned computers and must be used when teleworking. Requests for anti-virus and firewall software may be addressed with your respective service.

As a member of the Maryland National Guard, the employee understands that the nature of our business requires that we deal with information routinely that can be deemed as sensitive to national security, Privacy Act and classified material. Access to sensitive documents, data, records, etc. must be consistent with Air/Army applicable directives and instructions. Private equipment may not be used to access or view classified information.

Liability

The employee understands that the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. Face-to-face contact with customers or other employees as a part of the teleworker's assigned duties must be conducted at traditional worksites and not inside the teleworker's home.

Injury Compensation

The employee understands he or she is covered under the Federal Employee's Compensation Act, or military line of duty injury procedures, if injured in the course of actually performing official duties at the official duty station or the approved alternative workplace. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately and if deemed necessary, arrange an on-site investigation.

The Agency will not be liable for accidents that occur outside of the specific work area in the home.

Disclosure

The employee agrees to protect Government/agency records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

Standards of Conduct

The employee agrees he or she is bound by agency standards of conduct while working at the alternative worksite and/or using Government owned equipment.

Mileage Savings

This telework arrangement would result in an estimated mileage savings of _____ miles per pay period.

Termination of the Telework Agreement

This telework agreement can be terminated by either the employee or the supervisor by giving advance written notice. The employee understands that the agency may cancel the telework agreement and instruct the employee to resume working at the official duty station. Management shall terminate the telework agreement should the employee's performance not meet the prescribed standard, or the teleworking arrangement fails to meet organizational needs.

Other Action

Nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Approving Signature _____ Date _____