

## HOURS OF DUTY AND LEAVE

**1. REASON FOR ISSUE:** To revise Department of Veterans Affairs (VA) policies and procedures for the approval of alternative workplace arrangements (telework). “Telework” means to work from an alternative worksite other than the traditional office setting. Alternative worksite locations may include work-at-home, community-based telecenters and/or satellite centers, and virtual employment arrangements.

**2. SUMMARY OF CONTENTS/MAJOR CHANGES:** This handbook revises the policies and procedures for home-based telework, community-based telework, mobile and virtual employment arrangements, and other appropriate telework arrangements. The pages in this issuance replace Part II, Chapter 4, and Appendix B of VA Handbook 5011. The revised policy:

- a. amends participation to include title 38 employees on a case-by-case basis;
- b. clarifies the responsibility of senior officials with respect to program implementation;
- c. includes updated information on legislative initiatives on telework;
- d. provides information on “how to participate;”
- e. includes references to two new telework forms VA Form 0740a, Telework Proposal, and VA Form 0740b, Telework Self-Certification Safety Checklist Work-at-Home;
- f. eliminates the Office of Personnel Management (OPM)-based annual or semi-annual review of pilot telework arrangements; and
- g. provides for privacy data to be accessed remotely.

**3. RESPONSIBLE OFFICE:** Office of Human Resources Management and Labor Relations, Worklife and Benefits Service (058).

**4. RESCISSION:** VA Handbook 5011, Part II, Chapter 4, Alternative Workplace Arrangements (Flexiplace), and Appendix B, Sample Alternative Workplace Work Agreement, dated April 15, 2002.

**CERTIFIED BY:**

/s/  
Robert N. McFarland  
Assistant Secretary for  
Information and Technology

**BY DIRECTION OF THE SECRETARY  
OF VETERANS AFFAIRS:**

/s/  
R. Allen Pittman  
Assistant Secretary for  
Human Resources and Administration

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[CHAPTER 4. ALTERNATIVE WORKPLACE ARRANGEMENTS (TELEWORK)]

**1. PURPOSE.** This chapter sets forth Departmental policies and procedures on flexible work arrangements (telework). Telework provides employees with the opportunity to perform their work at locations other than the traditional office setting. It may include home-based telework, community-based telecenters, mobile and virtual offices, and U.S. General Stores. This chapter covers employees under the General Schedule, including those covered by the Performance Management and Recognition System Termination Act of 1993, members of the Senior Executive Service (SES), and employees compensated under the Federal Wage System (FWS). On a case-by-case basis, this chapter also covers Veterans Health Administration (VHA) employees appointed under 38 U.S.C., chapters 73 and 74.

**2. POLICIES AND PROCEDURES**

a. Telework may benefit the Department and employees by providing an alternative work situation, which may improve services to veterans, improve productivity, help recruit and retain personnel, and improve the quality of life of participants.

b. Employees who meet the criteria for telework may participate in telework arrangements in accordance with applicable laws, and collective bargaining agreements. Participation in a telework arrangement is subject to supervisory approval. Whenever appropriate, management may consider establishing telework arrangements to meet its needs as well as those of employees. Employee participation in a telework arrangement is voluntary. Telework provides managers, supervisors, and employees with alternatives to the traditional worksite in accomplishing work objectives. Telework may be used as a reasonable accommodation for employees with qualifying disabilities under the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.* However, each telework arrangement must meet the minimum requirements as specified in paragraph 6.

c. The primary intent of the program is to support the mission of the office in an alternative work setting. Telework must not be used as an alternative to or in lieu of dependent care.

d. Telework arrangements may be established at community-based telecenters, the employee's residence, and mobile/virtual offices when determined by work unit supervisors to be consistent with the mission of VA.

e. Prior to initiating, modifying, or terminating a telework arrangement that affects employees in a collective bargaining unit, appropriate labor relations obligations must be fulfilled.

f. It is recommended that each supervisor conduct a periodic review of the telework arrangements to determine the impact on work operations.

g. If management determines that a telework arrangement is not meeting the operational needs of the organization, the arrangement will be modified no sooner than two weeks after the employee is notified, or in accordance with the required notice periods specified in applicable collective bargaining agreements. Supervisor modification or termination of the arrangement requires two weeks notice except where:

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- (1) otherwise specified in a collective bargaining agreement,
  - (2) work-related circumstances require otherwise, e.g., emergency situation,
  - (3) management determines that the teleworker is not meeting performance criteria,
  - (4) the employee breached information security protocol, or
  - (5) the employee works overtime without prior advanced approval.
- h. Equal employment opportunity principles are fully applicable to the operation of this program.

**3. RESPONSIBILITIES**

a. Under Secretaries, Assistant Secretaries, Other Key Officials. These officials, or their designees, are responsible for implementation and administration of telework programs and this policy within their organizations; ensuring that managerial, logistical, organizational, or other barriers to implementation and successful functioning of the telework program are removed; and approving or discontinuing telework arrangements in VA Central Office. Each Administration will be required to provide timely employee participation data to meet the Departmental annual reporting requirement; specifically July 15 of each calendar year until otherwise notified. Reporting data will be submitted to the Office of Human Resources and Labor Relations, Worklife and Benefits Service.

b. Facility Directors. Facility Directors are responsible for implementing telework programs and approving or discontinuing telework arrangements for employees under their jurisdiction. The approval of telework arrangements should be coordinated with facility Human Resources Management Officers and Information Security Officers.

c. The Deputy Assistant Secretary for Human Resources Management and Labor Relations will advise management and operating officials on the policies and procedures in this chapter.

d. Supervisors are responsible for determining position and employee suitability for telework arrangement and coordinating the completion of the User's Remote Computing Security Agreement with the employee. The Agreement is available in the "VA Remote Access Guidelines" located at the VA intranet address <http://vaww.admin/vpn.va.gov/one-va-vpn/home/VARemoteAccessGuidelines.doc>. Supervisors must then ensure that the employee coordinates the request for remote access through the Information Security Officer. They must also ensure adequate coverage during public business hours, that operations continue to be carried out in an efficient and economical manner, and that participating and non-participating employees are treated equitably.

e. Employees are responsible for maintaining productivity and for fulfilling their obligation to account for a full day's work.

f. Employees are responsible for working with their supervisor in completing the User's Remote Computer Security Agreement and coordinating the request for remote access with the facility Information Security Officer.

#### 4. REFERENCES

- a. Office of Personnel Management Memorandum, "Alternative Workplace Arrangements (Flexiplace)," dated October 21, 1993.
- b. OPM Guidance to Heads of Executive Department and Agencies (February 9, 2001).
- c. President's Management Council National Telecommuting Initiative Action Plan.
- d. Public Law 105-277, Omnibus Appropriations Act, Title IV, § 630.
- e. Public Law 106-346 Sec. 359, Department of Transportation and Related Agencies Appropriations, 2001 (October 23, 2000).
- f. Public Law 106-359, Joint Resolution making further continuing appropriations for the fiscal year 2001, and for other purposes (October 26, 2000).
- g. 5 U.S.C. § 552a.

#### 5. DEFINITIONS

- a. Community-based Telecenter is an office typically in a space owned or leased through General Services Administration (GSA), and/or other Federal government facility, which may be shared by multiple agencies, or a satellite office of a single agency where an employee works one or more days in the workweek. For an update of the most recent telework centers, see GSA/OPM Web site [www.gsa.TeleWork.gov](http://www.gsa.TeleWork.gov).
- b. Home-based/Work-at-Home Telework means allowing employees to use information technology and communication packages to work one or more days in the workweek at the employee's place of residence.
- c. Mobile/virtual office means a location or environment, which may include customer sites, hotels, cars, or at home, where an employee performs work through the use of portable information technology and communication packages.
- d. Official duty station means the official duty station for an employee's position of record as indicated on the most recent notification of personnel action.
- e. Telework means working from an alternative worksite, rather than the traditional office. This may be an employee's home or a telework center. Flexiplace, telecommuting, work-at-home, and telework all refer to paid employment away from the traditional office. The terms Flexiplace, telecommuting, and telework are synonymous and may be used interchangeably.

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CHAPTER 4****6. TELEWORK CRITERIA**

a. **Participation.** Participation in a telework arrangement is voluntary. Position suitability and availability of staff and resources are considerations for management when determining employee participation.

(1) Telework is a voluntary work arrangement that can be terminated by the employee or supervisor at any time with appropriate notice, at least two weeks. However, for employees covered by a collective bargaining agreement, the notice must be consistent with the agreement. In the event of a change in supervisor, the supervisor shall evaluate the need to continue the telework arrangement and inform the employee of their decision to continue or terminate the arrangement, consistent with applicable collective bargaining agreements.

(2) VA employees selected for telework arrangements must have a performance rating of successful or equivalent. They should have a history of being reliable, responsible, and able to work independently. Both full-time and part-time employees may participate in a telework arrangement. Telework is not recommended for trainee positions.

(3) The supervisor is responsible for determining how many days per week are appropriate for a telework arrangement. Each arrangement to telework is to be considered individually.

(4) The supervisor should discuss the requirements and expectations of the telework arrangement with the employee prior to recommending approval of a telework agreement.

(5) All teleworkers and their immediate supervisors should receive training designed to provide the employee and supervisor with a smooth transition to telework. Statistical studies show that participants who receive training have a much better chance at succeeding.

**b. Position Suitability**

(1) Management officials are responsible for determining which positions are appropriate for telework arrangements consistent with labor relations obligations.

(2) Position suitability should be reviewed by management officials based on the functions and duties of the position rather than the title. Tasks that can be performed away from the traditional office are generally more suited for a telework arrangement. In some instances, duties performed in the traditional office location could be separated from the employee's duties and performed at the alternate worksite. This approach to "job reengineering" can assist in providing appropriate avenues toward telework. Guidelines for position suitability include but are not limited to:

(a) Work activities must be portable and can be performed effectively outside the traditional office location;

(b) Job tasks are quantifiable or primarily project-oriented;

(c) Contact with other employees, the supervisor or manager, and serviced clientele is predictable and normally scheduled;

(d) The computer technology needed to perform work off-site is currently available;

(e) Employees may be linked electronically to the traditional office location by computer and modem or may simply take work to the alternative worksite, requiring no computer;

(f) No classified documents may be taken to, used, or stored at an employee's home office or telecenter. The employee must return to the traditional office to access and work on such documents or materials; and

(g) Privacy Act materials, evidence, or sensitive documents (hard copy or electronic) may be accessed remotely provided that the employee agrees to protect Government/VA records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act of 1974, 5 U.S.C. § 552a, and all applicable Federal law and regulations, VA Directive and Handbook 6210, and other applicable VA policies.

**c. Process for Establishing a Telework Arrangement**

(1) The employee completes VA Form 0740a (Appendix II-B of this handbook), Telework Proposal, which describes how the proposed arrangement would work and submits it to the immediate supervisor.

(2) The immediate supervisor makes a preliminary determination as to position and employee suitability for telework.

(3) The immediate supervisor agrees/disagrees to the employee's participation and approves/disapproves the Telework Proposal noting any modifications to the proposal.

(4) The immediate supervisor and employee develop a telework agreement which lists all terms and conditions for the telework arrangement (Appendix II-A of this handbook), and complete the User's Remote Computer Security Agreement. The Agreement is available in the "VA Remote Access Guidelines" located at the VA intranet address <http://vaww.admin./vpn.va.gov/one-va-vpn/home/VARemoteAccessGuidelines.doc>.

(5) The employee notifies the Information Security Officer (ISO) of the telework arrangement and obtains ISO certification approving that the appropriate security controls are in place.

(6) If this is a work-at-home Telework Proposal, the employee must complete a VA Form 0740b (Appendix II-C of this handbook), Telework Self-Certification Safety Checklist, and submit it to the immediate supervisor.

(7) VA Form 0740a, Telework Proposal, a telework agreement, approved ISO certification and VA Form 0740b, Telework Self-Certification Safety Checklist (if appropriate), are submitted to the designated management official or his/her designee within the chain of command for final approval by signing the Telework Proposal.

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(8) Management must address all collective bargaining obligations if applicable.

(9) If a telework arrangement is denied, the Telework Proposal form must annotate the reason why the request was denied. The decision to deny the telework agreement is not subject to any formal appeal procedure; however, it may be grieved under applicable negotiated grievance procedures.

(10) If a telework arrangement is approved, the employee and immediate supervisor sign the telework agreement.

**d. Minimum Participation Criteria**

(1) The employee's position must be suitable to telework.

(2) All appropriate forms must be completed and contain approval signatures (VA Form 0740a, Telework Proposal, Telework Agreement, and if appropriate, VA Form 0740b, Self-Certification Safety Checklist).

(3) The telework arrangement must not adversely affect VA's mission and functions. If, at any time, it is determined that an arrangement is having an adverse impact on work operations or performance, the supervisor or the employee may terminate the arrangement with two weeks notice. Supervisor modification or termination of the arrangement requires two weeks notice except where:

- (a) otherwise specified in a collective bargaining agreement,
- (b) work-related circumstances require otherwise, e.g., emergency situation,
- (c) management determines that the teleworker is not meeting performance criteria,
- (d) the employee breached information security protocol, or
- (e) the employee works overtime without prior advanced approval.

**e. Automated Information System Security.** Each Administration and Staff Office with a telework program will ensure that Departmental information security policies, established by the Office of Information and Technology, are strictly enforced and that telework employees are informed that periodic remote computer surveillance may be conducted to ensure information security policy compliance. Each telecommuter will be assigned a VA-owned computer or agree to have the One VA-VPN software installed on their personal computers. Technical requirements for computer connections to the VA network by telecommuters will be published and issued by the CIO. Offices sponsoring telework must also ensure that adequate technological security protections are in place on all electronic devices issued to telework participants. If Federal and VA information security policies, procedures and guidelines are not followed, telework must be terminated. Prior notice to the employee is not required for enforcement and reporting of security violations. Additional security policy information and clarification can be obtained from the VA Office of Information and Technology, Office of Cyber and Information Security (005S). (See VA Directive 6210, Automated Information Systems Security, and VA Directive 6000, VA Information Resources Management Framework.).

**f. Security and Privacy Considerations.**

(1) No classified documents (hard copy or electronic), may be taken to, used, or stored at an employee's home office or telecenter. The employee must return to the traditional office to access and work on such documents or materials. Privacy Act materials and VA data and systems may be accessed remotely provided that the employee agrees to protect Government/VA records from unauthorized disclosure or damage. The employee must also comply with all legal requirements (for example, Privacy Act of 1974, 5 U.S.C. § 552a), policies and procedures (for example, VA Directive and Handbook 6210) identified by the Administration or Staff Office as necessary to protect the VA data and systems to which the employee will have access under the telework arrangement. Prior notice to the employee is not required to terminate telework arrangements due to security violations.

(2) If any legal requirements (for example, Privacy Act of 1974, 5 U.S.C. § 552a), departmental and office policies and procedures change (for example, VA Directive and Handbook 6210), the employee, upon proper notice, agrees to comply with the changed requirements. Failure to so agree constitutes a basis for termination of the employee's participation in the program.

**g. Telework Agreement.**

(1) Each teleworker, whether in a telecenter or a home-based office, must sign a telework agreement. The agreement covers the terms and conditions of participation in the telework program. The agreement is not a contract, but rather serves as a document that defines all expectations and parameters of the arrangement (see Appendix II-B for a sample agreement). At a minimum, the agreement must include:

- (a) a preamble statement of voluntary participation;
- (b) the identity of the signatories, duty station and alternative worksite;
- (c) a description of the work schedule and tour of duty;
- (d) a description of required equipment/supplies an explanation of the responsible provider;
- (e) provisions describing requirements for leave, overtime, liability, work area (for work at home only), worksite inspection, alternative worksite costs, injury compensation, cancellation, privacy obligations, standards of conduct, and paragraph on appropriate disciplinary or adverse action; and
- (f) parameters of work assignments to be performed as well as performance criteria.

(2) The telework agreement must be approved by the employee's immediate supervisor and appropriate approving official. Before approving agreements, supervisors and approving officials must determine the impact the telework arrangement will have on work operations.

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(3) The completed agreement should be forwarded to the servicing human resources office and is to be used for administrative reporting purposes only (see paragraph 3.a). If the completed agreement is retrieved by individual identifiers such as the individual's name or social security number, then the provisions of the Privacy Act (PA) 5 U.S.C. § 552a will apply. If use of a satellite telecenter is approved, the Departmental Telework Coordinator, or other designee, will contact General Services Administration (GSA) to procure available space and initiate a written Interagency Agreement for services.

**h. Performance Evaluation.** The performance of an employee on a telework arrangement should be evaluated based on the applicable performance standards for his or her position or for that portion of the overall performance plan which applies. Supervisors and employees should fully discuss performance expectations in the initial phase of the process of establishing a telework arrangement to assure expectations are fully understood. Performance should be measured on achieved results. Periodic reviews between the supervisor and the employee are encouraged.

**i. Time and Attendance Accounting.** The employee's time and attendance will be recorded as performing official duties at the official duty station or alternative worksite, as applicable. To verify attendance at the alternative worksite, supervisors may periodically contact the employee and/or permit employee self-certification. To help ensure that employees on telework arrangements work as scheduled, supervisors should focus on the completion of work products as applicable.

**j. Work Schedule.** Based on work requirements, supervisors may arrange telework schedules to allow employees to work on a telework arrangement one day per pay period, one day per week, or as often as five days per week. Normally, the supervisor may change telework schedules only with notice to the employee in advance of the applicable administrative workweek. Work unit supervisors may also approve alternative work schedules for employees on telework arrangements when doing so is consistent with work requirements. Supervisor modification or termination of the arrangement requires two weeks notice except where:

- (1) otherwise specified in a collective bargaining agreement,
- (2) work-related circumstances require otherwise, e.g., emergency situation,
- (3) management determines that the teleworker is not meeting performance criteria,
- (4) the employee breached information security protocol, or
- (5) the employee works overtime without prior advanced approval.

**k. Leave.** Current absence and leave policies and regulations apply to employees on telework arrangements.

**l. Emergency Closing/Group Dismissal.** On a day when an employee is scheduled to work at the Alternative Worksite and their official duty station facility is closed for all or part of a day, the following rules apply:

(1) Full Day Closing. The employee is not *required* to perform work at the ADS. However, if the employee *voluntarily* chooses to perform any work at the ADS, the employee is not entitled to additional compensation such as overtime, compensatory time, or credit hours.

(2) Late Openings. On a day when an employee is scheduled to work at the ADS and the employee's official duty station facility opens late, the employee is entitled to the exact amount of excused absence the employee would have received if scheduled to work at the official duty station. In this situation, the voluntary work provisions in Paragraph 1 of this Section apply.

(3) Late Arrivals and Early Dismissals. On days when a late arrival or early dismissal occurs, the employee is required to perform their full ADS schedule if located at home.

(4) On a case-by-case basis, an agency may excuse a telework employee from duty during an emergency if the emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, etc.).

m. **Ad Hoc Arrangements**. When management determines exigent circumstances exist (for example, an employee's sudden illness precluding work at the official duty station), management may institute an ad hoc telework arrangement without completion of required documentation. Ad hoc arrangements should only be instituted to assist employees and management in unforeseeable and unavoidable emergency circumstances, and to ensure improvement of services to veterans, increase productivity, recruit and retain personnel, and improve the quality of life of participants. After effecting an ad hoc arrangement, a telework agreement should be completed at the earliest possible opportunity.

n. **Pay**. All entitlements for pay, including locality based comparability pay, special salary rates, and travel benefits will be based on the employee's official duty station. Premium pay entitlements are not affected by a telework arrangement, including coverage under the Fair Labor Standards Act (FLSA), if applicable. (*Note: Employees covered by FLSA should be given explicit written instructions not to exceed daily and weekly overtime pay limits*). The premium pay provisions in VA Handbook 5007, Pay Administration, Chapter 2, Section 2, shall apply to hybrid title 38 employees who are being paid premium pay on the same basis as nurses.

o. **The Alternative Worksite.**

(1) The alternative worksite must be suited to conducting business. Before a work-at-home Telework Proposal and Work Agreement are approved, the employee must complete a VA Form 0740b, Telework Self-Certification Safety Checklist, and submit it to the immediate supervisor.

(2) The supervisor and employee should identify resources needed to facilitate the work assignment, assuring all property and equipment needs are satisfied in accordance with the telework agreement.

NOTE: GSA has developed a number of telework centers, commonly called telecenters, across the country and in the Washington, DC area. Information about the interagency agreement for renting space and billing procedures for use of telecenters can be obtained at the following Web site:

<http://www.gsa.TeleWork.gov>.

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(1) The Department may issue and/or pay for equipment, software, equipment maintenance, and repair based on the availability of funds and equipment. Work-at-home arrangements may require minimal equipment such as pen and paper; or they may require considerable equipment such as computers, modems, additional telephone lines, fax and copying machine(s), as well as, telecommunications for connectivity including high speed data communications, such as, cable modems, DSL or ISDN lines. The decision to purchase or provide Government issued equipment is discretionary on the part of management.

(2) When needed, the Department may pay expenses associated with working- at-home such as: pens, paper, phone charges (long-distance and other); and the cost of computers, typewriters, fax machines, computer software, modems, and equipment maintenance and repair. Employees will incur the costs of additional electrical outlets and telephone lines.

(3) Employees will incur the cost of utilities associated with working-at-home. In some limited situations, VA may pay for telephone installation when the service is considered essential and the employee agrees that the installed telephone will only be used for work assignments and contact with the VA office.

**q. Liability and Worker's Compensation.** Employees on telework arrangements are covered under the Federal Tort Claims Act and the Federal Employees' Compensation Act. As with injuries which occur in the traditional office setting, for injuries that occur during telework arrangements, supervisors may only attest to what they reasonably know. In all situations, employees are responsible for informing their immediate supervisor of an injury at the earliest time possible.

**r. Telework Coordinators and Teams.** It is recommended that each operating Administration and Staff Office designate a Telework Coordinator to implement, monitor, and track administration of their respective telework program(s). Telework teams may be formed at all levels of the organization to include human resources, information technology, and security to respond to the personnel, equipment, security, and other issues associated with telework arrangements.

**7. EVALUATION.** It is recommended that telework arrangements be evaluated periodically to determine the impact on work.

**8. TERMINATION.** The telework arrangement must meet the operational needs of the Department and VA's ability to accomplish its mission and functions. If not, the supervisor may terminate the arrangement after meeting any applicable notice requirements. For bargaining unit employees, termination is subject to applicable provisions of their collective bargaining agreements.

Since telework is a voluntary work arrangement, the employee may terminate it at any time with appropriate notice, at least 2 weeks. For bargaining unit employees, termination is subject to applicable provisions of their collective bargaining agreements.

**APPENDIX A.**  
**SAMPLE ALTERNATIVE WORKPLACE TELEWORK AGREEMENT**

The following constitutes an agreement between the employer (VA approving official and organization) and employee (name, title, grade, and organization) to the terms and conditions of this alternative workplace arrangement. This is neither a contract nor intended to create any contractual obligations between the parties.

- 1. Voluntary Participation.** The employee voluntarily agrees to work at the agency-approved alternative workplace indicated below and to follow all applicable policies and procedures. The employee recognizes the telework arrangement is not an employee benefit but an additional method the agency may approve to accomplish work.
- 2. Trial Period.** The employee and management agree to try out the arrangement for at least (specify number) months unless unforeseen difficulties require earlier termination.
- 3. Salary and Benefits.** Management agrees that a telework arrangement is not a basis for changing the employee's salary and benefits.
- 4. Duty Station and Alternative Worksite.** The employee and management agree that the employee's official duty station is (list duty station for regular office) and that the employee's approved alternative worksite is (specify location, street address, etc.). The employee understands that all pay, leave, and travel entitlements are based on the official duty station. With reasonable notice to the employee, management has the right to change the days spent at the official duty station or alternative worksite.
- 5. Official Duties.** The employee agrees to only perform official duties when on duty at the regular office or alternative worksite. The employee agrees not to conduct personal business while in official duty status at the alternative worksite, for example, caring for dependents.
- 6. Work Schedule and Tour of Duty.** Management and the employee agree that the employee's official tour of duty will be (specify days, hours, and location).
- 7. Time and Attendance.** The employee's supervisor will ensure that the employee's timekeeper has a copy of the employee's telework work schedule. The employee's time and attendance will be recorded as performing official duties at the official duty station or alternative worksite, as applicable.
- 8. Leave.** The employee agrees to follow established office procedures for requesting and obtaining approval of leave.
- 9. Overtime.** The employee agrees to work overtime only when ordered and approved by the supervisor in advance and understands that working overtime without such approval may result in termination of the telework arrangement and/or other disciplinary action.

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**10. Equipment/Supplies.** The employee agrees to protect any government-owned equipment and to use it only for official purposes. Management agrees to install, service, and maintain any government-owned equipment issued to the telework employee. The employee agrees to install, service, and maintain any personal equipment used. Management agrees to provide the employee with necessary office supplies and to reimburse the employee for business-related long distance telephone calls. Management has the option to provide the employee with a government-issued calling card for business-related long distance calls.

**11. 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 worksite, except to the extent the government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

**12. Work Area (work-at-home only).** The employee agrees to provide a distraction-free worksite adequate for the performance of official duties, and sign the Self-Certification Safety checklist.

**13. Worksite Inspection.** The employee agrees to permit the government to inspect the alternative worksite during the employee's normal working hours to ensure proper maintenance of government-owned property and conformance with safety standards. The employer will give the employee reasonable notice of a planned inspection.

**14. Alternative Worksite Costs.** The employee agrees 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 or utilities. The employee understands that he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while performing official duties, as provided for by statute or regulation.

**15. Injury Compensation.** The employee understands that he or she is covered by the Federal Employees' Compensation Act if injured while performing official duties at the alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite and to complete any required forms.

**16. Work Assignments/Performance.** The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor. The employee's performance will be evaluated against standards contained in the employee's performance plan.

**17. Cancellation.** The employee may cancel participation in the telework arrangement at any time with appropriate notice, at least 2 weeks. Supervisor modification or termination of the arrangement requires 2 weeks notice except where (1) otherwise specified in a collective bargaining agreement, (2) work-related circumstances require otherwise, e.g. emergency situation, (3) management determines that the teleworker is not meeting performance criteria, (4) the employee breached information security protocol, or (5) the employee works overtime without prior advanced approval. The decision to cancel the telework arrangement is not subject to any formal appeal procedure; however, it may be grieved under applicable negotiated grievance procedures. Management agrees to allow the employee to resume his or her regular work schedule at the official duty station if the telework arrangement is canceled. Management agrees to follow any applicable negotiated procedures in canceling the arrangement.

**18. Disclosure.** The employee agrees to protect government/VA records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act of 1974, (5 U.S.C. § 552a), Federal privacy laws and regulations, and VA policies and procedures.

**19. Standards of Conduct.** The employee agrees that he or she is bound by VA standards of conduct while working at the alternative worksite.

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer (title of Approving Official)

\_\_\_\_\_  
Date



 Department of Veterans Affairs		<b>TELEWORK PROPOSAL</b>			1. DATE PREPARED 01/10/2005					
<b>IMPORTANT: For additional information, see VA Directive 5011, Chapter 4.</b>										
2. NAME OF EMPLOYEE (Last, First, Middle Initial)		3. POSITION TITLE, SERIES, AND GRADE		4. NAME OF YOUR TELEWORK COORDINATOR						
Davis, Breanna L.		Program Analyst GS-345-14		Maxcine Sterling						
5. NAME AND ADDRESS OF DUTY STATION		6. ORGANIZATION AND LOCATION		7. OFFICE PHONE NUMBER (Include area code)						
16999 Indian Head Highway Upper Marlboro, Maryland 20772		Organizational Effectiveness 810 Vermont Ave NW Washington, DC 20420		(202) 273-0099						
8. WHAT IS YOUR CURRENT WORK SCHEDULE										
<input checked="" type="checkbox"/> ALTERNATE WORK SCHEDULE (Eight 9-hour days, one 8-hour day, and one day off) <input type="checkbox"/> COMPRESSED WORK SCHEDULE (Four 10-hour days and one day off) <input type="checkbox"/> FLEXTIME WORK SCHEDULE (Sliding core work hours) <input type="checkbox"/> REGULAR WORK SCHEDULE (Five 8-hour work days that has a fixed start and end time)										
<input type="checkbox"/> PART-TIME WORK SCHEDULE <input type="checkbox"/> OTHER WORK SCHEDULE (Explain)										
9A. ALTERNATE WORK SCHEDULE REQUESTED		9B. ALTERNATE WORKSITE ADDRESS		9C. ALTERNATE WORKSITE PHONE NUMBER (include area code)						
<input checked="" type="checkbox"/> WORK-AT-HOME (If checked, please complete VA Form 0740b) <input type="checkbox"/> VIRTUAL OFFICE (Mobile)		16999 Indian Head Highway Upper Marlboro, Maryland 20772		(301) 952-0099						
<input type="checkbox"/> TELECENTER										
9D. TYPE OF ARRANGEMENT										
<input type="checkbox"/> AD HOC <input type="checkbox"/> TEMPORARY SCHEDULE <input checked="" type="checkbox"/> REGULAR SCHEDULE										
9E. NUMBER OF DAYS										
<input checked="" type="checkbox"/> 1 DAY PER PAY PERIOD <input type="checkbox"/> 2 TO THREE DAYS PER PAY PERIOD <input type="checkbox"/> 4 OR MORE DAYS PER PAY PERIOD <input type="checkbox"/> 5 OR MORE DAYS PER CALENDAR YEAR										
9F. LENGTH OF TIME										
<input checked="" type="checkbox"/> SIX MONTHS OR LESS <input type="checkbox"/> SIX TO TWELVE MONTHS <input type="checkbox"/> TWELVE MONTHS OR MORE										
10. ANTICIPATED EQUIPMENT TO WORK OFF-SITE						11. ESTIMATED COST FOR TELEWORK ARRANGEMENT				
<input checked="" type="checkbox"/> COMPUTER <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> CELL PHONE <input type="checkbox"/> SECOND HOME PHONE LINE <input type="checkbox"/> FAX MACHINE <input type="checkbox"/> PRINTER						\$				
<input type="checkbox"/> FILE CABINET <input type="checkbox"/> DESK AND CHAIR <input checked="" type="checkbox"/> CALLING CARD <input type="checkbox"/> TYPEWRITER <input type="checkbox"/> OTHER (Identify)										
12. LIST PROPOSED WORK SCHEDULE										
	WEEK 1					WEEK 2				
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
HOURS	7:00-4:30	7:00-4:30	7:00-4:30	7:00-4:30	Off	7:00-4:30	7:00-4:30	7:00-4:30	7:00-4:30	7:00-4:30
LOCATION	VA	VA	VA	VA	CWS	VA	VA	VA	VA	Off-Site
EXAMPLE	WEEK 1					WEEK 2				
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
HOURS	7:00-4:30	7:00-4:30	7:00-4:30	7:00-3:30	OFF	7:00-4:30	7:00-4:30	7:00-4:30	7:00-4:30	7:00-4:30
LOCATION	OFF-SITE	OFF-SITE	OFF-SITE	VA	HOME	OFF-SITE	OFF-SITE	OFF-SITE	VA	VA
13. EXPLAIN HOW YOUR PROPOSED TELEWORK ARRANGEMENT WILL HELP YOU AND THE ORGANIZATION GET YOUR JOB DONE.										
Working from home will allow me to review regulations, legal precedents and decisions without interruptions. I will be able to concentrate on developing a sound basis for the Department's position. Requests for extensions should be significantly reduced.										
14. WHAT POTENTIAL CHALLENGES WILL YOUR PROPOSED TELEWORK ARRANGEMENT POSSIBLY CREATE FOR YOUR CUSTOMERS (Internal/external to VA), CO-WORKERS, SUPERVISOR; AND HOW DO YOU PLAN TO RESOLVE THEM?										
None, e-mail capability from my home will allow me to respond to special requests, or emergency requests on an as needed basis. There will be no adverse impact to fellow co-workers and/or management; as I expect to be in the office 8 days out of 10 (with 1 off-site day at home and 1 CWS day). I have been assigned a cell phone which will allow for emergency calls.										







 Department of Veterans Affairs			
<b>TELEWORK SELF-CERTIFICATION SAFETY CHECKLIST</b> <b>WORK-AT-HOME</b>			
1. NAME OF EMPLOYEE (Last, First, Middle Initial) Davis, Breanna L.		2. NAME OF YOUR TELEWORK COORDINATOR Maxcine Sterling	
3. HOME ADDRESS (Street, city, state, and ZIP Code) 16999 Indian Head Highway Upper Marlboro, Maryland 20772		4. OFFICIAL DUTY STATION ADDRESS (Street, city, state, and ZIP Code) 810 Vermont Avenue NW Washington, DC 20420	5. HOME OFFICE PHONE NUMBER (301) 932-0099
			6. OFFICE PHONE NUMBER (202) 273-0010
The following checklist is designed to assess the overall safety of your home office. Please answer each question, sign and date. You should also have your supervisor sign and date after you have completed this form.			
<b>7A. OFFICE ENVIRONMENT</b>			
1. Are temperature, noise, ventilation and lighting levels adequate for maintaining your normal level of job performance?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
2. Are all stairs with four or more steps equipped with handrails?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
3. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
4. Do circuit breakers clearly indicate if they are in the open or closed position?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
6. Will the building's electrical system permit the grounding of electrical equipment?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
7. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
8. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
9. Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
10. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
11. Is the office space neat, clean, and free of excessive amounts of combustibles?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
12. Are floors surfaces clean, dry, level and free of worn or fray seams?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
13. Are carpets well secured to the floor and free of frayed or worn seams?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
14. Is there enough light for reading?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<b>7B. COMPUTER WORKSTATION</b>			
1. Is your chair adjustable?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
2. Do you know how to adjust your chair?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
3. Is your back adequately supported by a backrest?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
4. Are your feet on the floor or fully supported by a footrest?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
5. Are you satisfied with the placement of your VDT and keyboard?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
6. Is it easy to read the text on your screen?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
7. Do you need a document holder?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
8. Do you have enough leg room at your desk?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
9. Is the VDT screen free from noticeable glare?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
10. Is the top of the VDT screen eye level?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
11. Is there space to rest the arms while not keying?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
12. When keying, are your forearms close to parallel with the floor?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
13. Are your wrists fairly straight when keying?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
8A. SIGNATURE OF EMPLOYEE <i>Breanna L. Davis</i>		8B. DATE 01/10/2005	9A. SIGNATURE OF IMMEDIATE SUPERVISOR <i>John Stetler</i>
			9B. DATE 01/12/2005