

MEMORANDUM OF AGREEMENT (MOA)
On the
Air Force Materiel Command (AFMC) Telework Program

1. The American Federation of Government Employees (AFGE) Council 214 and Air Force Materiel Command (AFMC), hereafter referred to as the Union and Management, hereby enter into this Memorandum of Agreement regarding subject program as it applies to Bargaining Unit Employees (BUEs) covered by the Master Labor Agreement (MLA) between the parties.

2. General

The AFMC Telework Program implements the Telework Enhancement Act of 2010 and the Air Force Telework Fact Sheet, which is serving as interim guidance until the Air Force Instruction (AFI) on Telework is released. The Parties agree to reopen this MOA upon release of the AFI.

The Parties embrace telework as an alternate work arrangement that can enhance employee health and well being, conserve energy, reduce environmental costs, and give AFMC a competitive advantage as a model employer. AFMC is committed to authorizing participation in telework for the maximum number of positions to the extent mission effectiveness is not compromised.

3. Position Eligibility

Position eligibility rules are outlined in the AF Telework Fact Sheet. Positions shall not be excluded on the basis of organization, occupation, series or grade. No pre-determined percentages, minimums, or maximums will influence the determination of a position's telework eligibility status. Management will review positions on a yearly basis to determine if they are eligible for telework. Upon written request, the Union will be provided a written explanation why a particular position or set of positions was determined ineligible for telework.

4. Employee Eligibility

a. Participation in telework is not an entitlement and not all employees are eligible to telework. Participation is subject to supervisory approval on a case-by-case basis.

b. Public Law 111-292, *Telework Enhancement Act of 2010*, excludes the following employees from participating in Telework:

(1) employees who have been officially disciplined for being absent without leave (AWOL) for more than 5 days in any calendar year; or

(2) employees who have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

c. With supervisory approval, employees who meet the following criteria are typically eligible to participate in telework.

(1) The employee occupies a position that meets the eligibility criterion in

paragraph 3 of this agreement;

(2) The employee is in good standing and is not on a Performance Improvement Plan (PIP), as provided in MLA Article 15, Employee Performance;

(3) The employee is not on leave restriction, as provided in MLA Article 24, Sick Leave;

(4) The employee is cleared to access government networks necessary to perform his/her duties;

(5) The employee attests to having the work space, utilities, equipment and reference materials suitable for the work to be performed at the designated alternative worksite, as specified in the DOD Telework Program Agreement (see Appendix 1); and

(6) The employee is willing to sign and abide by the Telework Agreement.

d. Employees serving in a probationary period or formal training period may be restricted from participating in the telework program. In such cases, they may participate in telework subject to supervisory approval on a case-by-case basis. Supervisors will provide regular and frequent review of probationers' and trainees' work performed at an alternative worksite to ensure that employees are meeting performance requirements. Formal training periods do not include the normal progression of an employee through a career ladder.

5. Requests

a. Requests for telework will be made in writing to the employee's immediate supervisor. The employee may include a proposed work plan. If the employee wishes, a meeting will be held with the supervisor to discuss the request. If the request is denied, the supervisor will respond in writing and include the reasons for the denial.

b. The number of approved telework days will be based on requirements of the individual job and the organization (e.g. need for customer interaction, team meetings, use of onsite tools, etc.). Full time telework may be appropriate for certain occupations/situations; however, long term full-time telework arrangements may involve special considerations (e.g. working outside the commuting area, software/security maintenance problems) that must be approved by the installation commander, tenant commander, or head of an activity.

6. Training

All employees must have completed the Office of Personnel Management (OPM) interactive telework training program before they can telework for the first time. Any employee who has a telework agreement in place as of the effective date of this Agreement is exempt from this requirement.

7. Individual Telework Agreement

a. All employees who will telework on a regular, situational, or ad-hoc basis must complete and sign a Telework Agreement. The standard Telework Agreement for bargaining unit employees will be the DD Form 2946, Telework Agreement Form. The Agreement must be in place before telework may begin. This Agreement will outline the specific work arrangement on which the employee and the supervisor agree. The Agreement will normally remain in effect for two years, but may be reviewed and adjusted more frequently as needed. The Agreement must be re-accomplished if the employee's immediate supervisor changes. Normally, the

Agreement will be approved within 15 days of the request. If the employee so requests, a Union representative may assist in the development of the Agreement.

b. The terms of the telework arrangement will be documented on the DD Form 2946. Unique terms specified by this MOA (e.g. days and hours of work, duties/work assignments, communication frequency and modes, and special requirements) will be documented on the second page of the form, in the "Component-Specific Terms and Conditions" block.

c. On a case-by-case basis, the employee and manager may mutually agree to change the established schedule to meet ad hoc needs.

8. Call Backs

a. Employees may be required to report to their official duty station for previously scheduled training, conferences, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the alternative worksite or accomplished via telephone or other reasonable alternative methods.

b. Employees may also be required to report to their official duty station for emergency operational exigencies to perform agency work which cannot otherwise be performed on another workday, at the alternative worksite, via telephone or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice and be provided a reasonable time to report. Employees should make every effort to report as soon as possible. With good and sufficient reason, the employee will be permitted up to two (2) hours to report.

9. Cancellation of Telework Arrangement

a. Telework arrangements may be cancelled by either party. A reasonable notice will be given (normally at least 2 weeks) before work is resumed at the traditional worksite. The employee may terminate a telework agreement at any time. Management may terminate the agreement for cause. Management may remove an employee from the Telework Program due to one or more of the following:

- (1) The employee no longer meets the eligibility criteria as outlined in paragraph 4;
- (2) The employee is placed on a Performance Improvement Plan (PIP) in accordance with MLA Article 15, Employee Performance. The employee is eligible to re-request participation 60 days after expiration of the PIP;
- (3) The employee has demonstrated inability to adhere to the provisions of the Individual Telework Agreement, to include reduced work production, non-responsiveness to telephone calls, non-availability, or working at the alternative worksite has proven to place an undue burden on other office staff;
- (4) Conditions have changed so that all of the employee's work must now be done only at the employee's regular workplace.

b. Normally, employees will not be removed from participation for single or minor infractions of Telework Program requirements. In such cases, managers will make a bona fide effort to counsel employees about specific problems before cancelling an employee's participation in telework. The counseling will be confirmed in writing.

c. When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. Unless otherwise specified, the employee may reapply for Telework Program participation thirty (30) calendar days after removal from the Program, provided that her/his performance is at least fully successful.

10. Problems Affecting Work Performance

The employee will promptly advise the supervisor when problems arise at the alternative worksite which adversely affects the employee's ability to perform work. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc. In such cases, the employee may request annual leave or report to the traditional worksite. If an employee is unable to continue to work that day in the alternative worksite, and it is impractical for the employee to report to the traditional worksite before the end of the work day, the employee may be granted short periods of excused absence (typically not more than one hour). The supervisor may also provide the employee the opportunity to request approved leave, use earned credit hours, or previously-earned compensatory time off.).

11. Hours of Work and Leave

a. Employees performing work at the alternative worksite are subject to the same workday requirements as they would be if they were performing work at the official duty station. Employees will continue to be covered by all bargained provisions on overtime and MLA Articles 23 and 24 on Leave.

b. Fitness/Wellness time (LX) is not approved to be used on telework days. This is in accordance with the 2009 MOA on Civilian Fitness and Wellness Policy which states, "on-base facilities should be utilized" for fitness/wellness activities.

c. Employees are required to record time worked in a telework status on their time cards as Regular/Recurring (TW – Telework Regular), Situational (TS – Telework Ad/Hoc, Situational), or Medical (TM – Telework Medical).

12. Temporary Changes

a. Employees may be required to report to their regular workplace for previously unscheduled training, other meetings, or to perform work on a short term basis that cannot otherwise be performed at the alternative worksite or accomplished via telephone or other reasonable alternative methods.

b. Employees may also be required to report to their regular workplace for unanticipated operational exigencies to perform work which cannot be performed on another workday, at the alternative worksite, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice when possible, and be provided a reasonable amount of time to report.

13. Emergency Closing/Late Opening/Early Dismissals

a. When the traditional worksite is closed due to an emergency for all or part of a day,

employees scheduled to telework that day may be required to work rather than being excused from duty. Such requirement must be addressed in the employee's Individual Telework Agreement. The supervisor may excuse a teleworking employee from duty during an emergency closing/dismissal situation if the emergency also adversely affects the alternative worksite or if the employee's duties are such that he/she cannot continue to work without contact with the regular duty site that is closed.

14. Additional Requirements

Employees participating in the Telework Program will be required to:

a. Utilize any government owned/leased equipment for official purposes only and safeguard government owned/leased equipment documents as currently required at their official duty station; and

b. Adhere to applicable government regulations (AFI 33-100, *User Responsibilities and Guidance for Information Systems*) governing information management, information protection, and information security procedures for safeguarding data.

15. Equipment and Support

a. The Agency will provide information technology equipment and services as the Agency deems necessary for performing the employee's assigned duties at the employee's home, within the constraints of Air Force policy, funding, and public law.

b. Employees who do not have government furnished equipment (GFE) and who must use their personal computer (PC) for telework are required to use Lightweight Portable Security (LPS) to access government networks. Copies of LPS will be made available by the organization. Employees using a personally owned computer will have no help desk support for LPS while in a telework status. The Agency will make available the current LPS User's Guide for support. To ensure compatibility with the latest release employees will turn in the unit furnished LPS disk when they are no longer in a telework status.

c. The employee will be responsible for home maintenance, utilities, and any other incidental costs (e.g., electricity, internet service, telephone service, etc.) associated with the use of the alternative worksite. The Agency will be responsible for the maintenance and repair of government owned equipment (e.g., a government owned computer). For appropriately authorized expenses requested in advance, the employee does not relinquish any entitlement to reimbursement for expenses incurred while conducting business for the Agency, as provided for by law and implementing regulations.

d. Within budgetary constraints, general office supplies will be provided to teleworking employees. Normally, printers and toners will not be provided.

16. Equal Treatment

Teleworkers and non-teleworkers shall be treated the same for purposes of performance appraisals, training, rewarding, reassigning, promotions, reducing in grade, retaining, and removing employees, work requirements, and other acts involving managerial discretion.

17. Reporting to Union

a. Management will provide the Union the following statistical information within 180 days of the signature date of this MOA, and annually thereafter:

(1) Total number of telework eligible positions broken, by installation and major sub-organization (Wing, Center, tenant organization). Bargaining unit and non-bargaining subtotals will be provided.

(2) Total number of active telework agreements in place, broken and subtotaled as above. Installation level statistics will show how many telework agreements are situational and how many are regular and recurring.

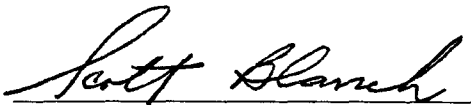
(3) Total number of telework agreements canceled by management over the past 12 months, broken and subtotaled as in (1) above. This reporting will begin one year after the initial statistical report.

b. Management will brief the Local Union on the above statistical information within 180 days of the signature date of this MOA, and at least annually thereafter: Upon request, Management will provide the Local Union a list of positions determined ineligible for telework, positions determined eligible, and positions with active telework agreements.

19. All remedies available under the MLA or 5 U.S.C.71 are available to the parties if either party believes the other has failed to comply with any of the requirements of this MOA.

FOR THE UNION/ DATE


FOR MANAGEMENT/ DATE



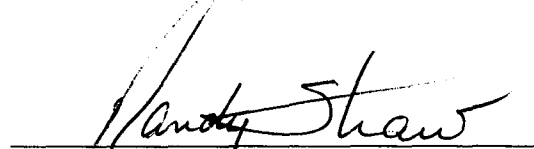
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Executive Assistant, Council 214



BEN A. STRIKS
Chief, Plans and Policy Division, A6XP

Attached: DD Form 2946
Telework Agreement

**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 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:

| | | | |
|--|---------------------------------|--|--|
| 1. EMPLOYEE <i>(Last Name, First, Middle Initial)</i> | | 2. JOB TITLE | |
| 3. PAY PLAN/SERIES/GRADE/PAY BAND | | 4. ORGANIZATION | |
| 5. TRADITIONAL OFFICIAL WORKSITE <i>(Street, Suite Number, City, State and ZIP Code)</i> | | 6. ALTERNATE WORKSITE ADDRESS <i>(Street, Apartment Number, City, State and ZIP Code) (May be TBD under emergency situations)</i> | |
| 7. ALTERNATE WORKSITE TELEPHONE NUMBER <i>(Include Area Code)</i> | | 8. ALTERNATE WORKSITE EMAIL ADDRESS | |
| 9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES <i>(Agreement should be revalidated at least once every 2 years)</i> | | 10. TOUR OF DUTY <i>(X one) (Attach copy of biweekly work schedule)</i> <input type="checkbox"/> FIXED <input type="checkbox"/> FLEXIBLE <input type="checkbox"/> COMPRESSED | |
| a. START <i>(YYYYMMDD)</i> | b. END <i>(YYYYMMDD)</i> | | |
| 11. TELEWORK ARRANGEMENT <i>(X one)</i> <input type="checkbox"/> *REGULAR AND RECURRING <input type="checkbox"/> **SITUATIONAL <p>* Regular and Recurring Telework. 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>** Situational Telework. Employees who telework less frequently than twice each biweekly pay period should have a telework agreement to clarify work expectations. 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> | | | |
| 12. CONTINUITY OF OPERATIONS "EMERGENCY RESPONSE" STATUS 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. | | | |
| 13. AUTHORIZED MANAGEMENT OFFICIAL <i>(Name and Signature)</i> | | 14. DATE <i>(YYYYMMDD)</i> | |
| 15. EMPLOYEE SIGNATURE | | 16. DATE <i>(YYYYMMDD)</i> | |

SECTION II - SAFETY CHECKLIST

| SAFETY FEATURE (X) | 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> |
|---|---------------------------------------|--|---|
| 1. COMPUTER EQUIPMENT | | | |
| a. LAPTOP | | | |
| b. DESKTOP | | | |
| c. PDA | | | |
| d. OTHER: | | | |
| | | | |
| 2. ACCESS | | | |
| a. IPASS/VPN ACCOUNT | | | |
| b. CITRIX - WEB ACCESS | | | |
| c. OTHER: | | | |
| | | | |
| 3. CONNECTIVITY | | | |
| a. DIAL-IN | | | |
| b. BROADBAND | | | |
| 4. REQUIRED ACCESS CAPABILITIES | | | |
| a. SHARED DRIVES (e.g., H or P Drive) | | | |
| b. EMAIL | | | |
| c. COMPONENT INTRANET | | | |
| d. OTHER APPLICATIONS: | | | |
| | | | |
| | | | |
| | | | |
| 5. OTHER EQUIPMENT/SUPPLIES | | | |
| a. COPIER | | | |
| b. SCANNER | | | |
| c. PRINTER | | | |
| d. FAX MACHINE | | | |
| e. CELL PHONE | | | |
| f. PAPER SUPPLIES | | | |
| g. OTHER: | | | |
| | | | |
| | | | |
| 6. SUPERVISOR'S SIGNATURE | | | 7. DATE (YYYYMMDD) |
| 8. EMPLOYEE SIGNATURE | | | 9. DATE (YYYYMMDD) |

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)