

**MEMORANDUM OF UNDERSTANDING(MOU) BETWEEN THE WASHINGTON FIELD OFFICE OF THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) AND A.F.G.E. LOCAL NO. 3614 COVERING THE IMPLEMENTATION OF THE TELECOMMUTING PROGRAM.**

**THE PARTIES AGREE THAT THE TELECOMMUTING PROGRAM FOR THE WASHINGTON FIELD OFFICE SHALL BE ESTABLISHED IN ACCORDANCE WITH ARTICLE 34 OF THE COLLECTIVE BARGAINING AGREEMENT, INCORPORATED HEREIN AND ATTACHED HERETO.**

**In as much as the parties agree they must take into account the specific needs of the Washington Field Office with regard to customer service and office coverage and the employee's desire to participate in the program, the parties agree to the following:**

- 1. Participants will not be allowed to work away from the office during their scheduled intake, mail, time-keeping, lunch, and receptionist rotations.**
- 2. The parties agree that the following positions are eligible for inclusion in the Washington Field Office Telecommuting Program.**

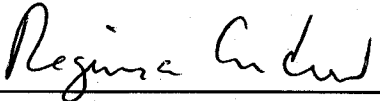
**Administrative Judges  
ADR Mediators**

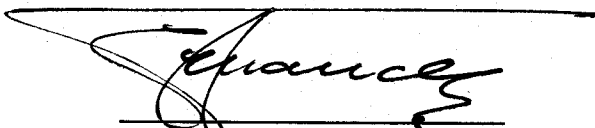
**Trial Attorneys  
Enforcement Investigators**

- 3. The parties agree that under appropriate circumstances, eligible employees in positions that are excluded from the program may be granted permission to work at home on special projects. The parties agree that in the future other bargaining unit positions may be eligible for inclusion in the telecommuting program and that the parties will negotiate in good faith whether that position should be eligible for the telecommuting program.**
- 4. If available, loaner computer equipment may be provided for use at the employee's home. The employee shall be responsible for servicing and maintaining his/her own equipment in proper operating condition.**
- 5. The EEOC will not pay to install computers, computer software, computer hardware or telephone equipment at a participant's home. The participant will be responsible for servicing and maintaining his or her own equipment in proper operating condition.**
- 6. Subject to their supervisor's approval, an employee may telecommute up to four (4) days per pay period. However, an employee may only be absent from their official duty station for up to 4 days per pay period through the combined operation of the telecommuting program and any compressed work schedule. On a case-by-case basis, a supervisor may approve additional work-at-home days to cover special projects or work assignments.**

*ck*

7. The manner, format and form of the employee's identification of the work to be completed will be determined by the supervisor and the employee.
8. The parties agree to use the Telecommuting Program forms agreed upon by the National Partnership Council and the Equal Employment Opportunity Commission, and attached hereto as the following: (1) Employee/Supervisor Work Agreement (Exhibit "A"); (2) Request for Work Schedule (Exhibit "B"); (3) Telecommuting Program Instructions (Exhibit "C"); (4) Employee/Supervisor Checklist (Exhibit "D").
9. No provisions of this MOU shall be altered or amended without the mutual written consent of the President of Local # 3614 and Director of the Washington Field Office.
10. Any disputes concerning the application or interpretation of this MOU shall be resolved through the negotiated grievance procedure or any appropriate third party procedure.
11. A copy of this MOU shall be provided to each bargaining unit employee within 5 days of the signing of this agreement.

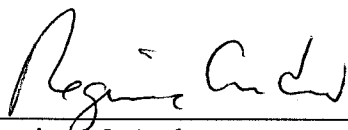
Dated: 4/30/03  
  
Regina M. Andrew  
Local 3614 President  
Chief Negotiator

11-15-02  
  
Silvio G. Fernandez  
Deputy District Director  
Chief Negotiator

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE  
WASHINGTON FIELD OFFICE OF THE EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION AND AFGE LOCAL NO. 3614 COVERING THE  
IMPLEMENTATION OF THE TELECOMMUTING PROGRAM**

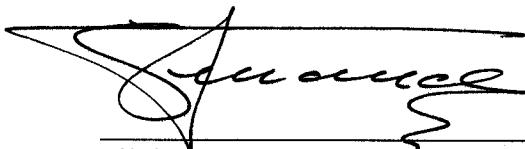
12. Should either party determine that the telecommuting program has been impacted by any Commission changes to the workplace (i.e., implementation of the NAPA study) that party can request to renegotiate the terms and conditions of the telecommuting program. Once such a request is made, the parties agree to meet within thirty (30) days to renegotiate the telecommuting program.

Dated: 4/30/03



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Regina M. Andrew  
Local 3614 President  
Chief Negotiator



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Silvio G. Fernandez  
Deputy District Director  
Chief Negotiator

**Exhibit "A"**

**TELECOMMUTING PROGRAM**

**Employee/Supervisor Work Agreement**

1. The employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. The Agency concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.
2. The attached work schedule contains the signed and approved work schedule and Telecommuting day(s) for the employee. A copy of this agreement and approved work schedule shall be provided to the employee. A copy of the approved work schedule shall be provided to the employee's official time keeper. For Telecommuting Program days, the employee's time and attendance will be recorded as performing official duties at the official duty station. The Telecommuter has the responsibility to notify his/her supervisor of his/her start and end times.

3. The employee's official duty station is : \_\_\_\_\_

The alternate worksite is located at: \_\_\_\_\_

Describe in detail the designated work area at the alternate worksite: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

4. The employee must obtain supervisory approval before taking leave in accordance with established office procedures, Article 28 of the CBA and EEOC Order 550.007, EEOC Leave Policies and Procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.
5. The employee will continue to work in pay status while working at the alternate worksite. If the employee works overtime that has been ordered and approved in advance, he/she will be compensated in accordance with applicable law, rules and regulations. The employee understands that the supervisor will not accept the results of unapproved overtime work and will act vigorously to discourage it. By signing this form, the employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the Telecommuting program or other appropriate action.

6. If the employee requests and is assigned Government equipment, the employee will protect the Government equipment in accordance with applicable law, rules and regulations. Government-owned equipment will be serviced and maintained by the Government. If the employee provides his/her own equipment, he/she is responsible for servicing and maintaining it.
7. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit inspections by the Government of the employee's alternate worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government owned property and worksite conformance with safety standards and other specifications in these guidelines.

Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by a Telecommuting employee will occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

8. The Government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
9. The Government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in the Telecommuting program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and implementing regulations.
10. The employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternate worksite.
11. The employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
12. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards stated in the employee's performance plan.

13. The employee's current performance plan contains performance standards covering work completed at the official duty station as well as work completed at the employee's alternate worksite.
14. The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance, occupational standards, and/or other standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used by the supervisor to rate job performance and establish standards.
15. The supervisor and the employee will complete surveys developed by Management and the Union which summarize the impact of Telecommuting on the office, the employee, the supervisor, and other organizational elements.
16. The employee's performance must be proficient.
17. The employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974, P.L. 93-579, codified as section 552a, Title 5 U.S.C.
18. The employee and supervisor agree to attend periodic focus group meetings as required by the guidelines.
19. The employee may terminate participation in this program at any time. Management has the right to remove the employee from the program in accordance with Section 34.10 of the CBA.
20. The employee agrees to limit his/her performance of his/her officially assigned duties to his/her official duty stations or to agency approved alternative worksites. Failure to comply with this provision may result in loss of pay, termination of the Telecommuting arrangement, and/or other appropriate disciplinary action.

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit "B"

REQUEST FOR WORK SCHEDULE

Name: \_\_\_\_\_

Effective Date of Work Schedule \_\_\_\_\_

Starting Time: \_\_\_\_\_ Departing Time: \_\_\_\_\_

Preferred Lunch Hour Time \_\_\_\_\_ to \_\_\_\_\_

Work Schedule*	1 <sup>st</sup> Week Mon	Tues	Wed	Thurs	Fri	2 <sup>nd</sup> Week Mon	Tues	Wed	Thurs	Fri
GLIDING										
5/4/9**										
4/10***										
4/9/4****										

\* Designate Telecommuting Days with a "T"

\*\* Designate day off with "X" and 8 hour work day with an "g"

\*\*\* Designate days off with an "X"

\*\*\*\* Designate 1/2 days with an "X"

Employee Signature \_\_\_\_\_ (Date)

Supervisory Approval \_\_\_\_\_ (Date)

## Exhibit "C"

### TELECOMMUTING PROGRAM

#### Instructions for Requesting Telecommuting Participation

The following brief guidelines are provided to help executives, managers, supervisor and employees in establishing, maintaining and, if necessary, terminating Telecommuting participation.

- **Initiating a Telecommuting Work Option**

The Employee

1. Decide whether Telecommuting would help you best balance work and life demands without diminishing your office's ability to perform its mission.
2. If you need guidance regarding the Telecommuting options available in your office, contact your supervisor or a Union representative.
3. Complete the Work Agreement and schedule a time to meet with your supervisor to complete a Telecommuting Checklist and to discuss, and possibly revise the Work Agreement if necessary.
4. Based on the meeting with your supervisor, revise the Work Agreement if necessary.
5. Submit the final proposal to your supervisor.
6. Establish a time with your supervisor when you should expect a decision from him/her on your request.

- **Responding to a Request for Telecommuting**

The Supervisor

1. Meet with the employee to discuss his/her proposal and any subsequent modifications.
2. Determine if the request will help maintain or enhance your organization's effectiveness.
3. Contact the Partnership, Policy and Headquarters Development Team at Headquarters if you would like guidance on how to respond to the request.

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4. Complete the Telecommuting Checklist and the Work Agreement and return a signed copy of each to the employee within a reasonable time period (keep originals for your record).

5. When a Telecommuting work arrangement is terminated, please note the end date on the original Work Agreement and keep for your record.

- **Maintaining Telecommuting**

The supervisor and employee should discuss the criteria that will be used to measure the success of the arrangement. (Think about whether the employee's performance workplan is sufficient or if it needs to be revised).

The supervisor and employee should set up regular meetings to discuss how the arrangement is working and if the criteria are being met.

- **Terminating Telecommuting Participation**

A supervisor may terminate Telecommuting participation at any time if warranted by organizational needs or the employee's performance, in accordance with Article 34.00 of the CBA. A participant may terminate his or her participation at any time. Sufficient time should be given (if organizational needs allow) to prepare for termination of participation in the program so that a smooth transition to a new schedule can occur.

**Exhibit "D"**

**TELECOMMUTING PROGRAM**

**Employee/Supervisor Checklist**

Name of Employee: \_\_\_\_\_

Name of Supervisor: \_\_\_\_\_

The following checklist is designed to ensure that your Telecommuting employee is properly oriented to the policies and procedures of the program. Some of the questions may not be applicable to the employee (e.g. questions 4, 5 and 6). If this is the case, simply mark "N/A."

1. The employee has read Article 34.00 of the CBA and the Telecommuting Work Agreement.

Date: \_\_\_\_\_

2. The employee has been provided with a schedule of core hours.

Date: \_\_\_\_\_

3. Equipment has been issued to the employee and has been documented by the agency.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

4. Equipment Inventory:

	<u>Issued</u>	<u>Receipt Date</u>
Computer	_____	_____
Modem	_____	_____
Fax Machine	_____	_____
Telephone	_____	_____
Desk	_____	_____
Chair	_____	_____

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Other (itemize): \_\_\_\_\_  
\_\_\_\_\_

5. Policies and procedures for care of equipment issued by the agency have been explained and are clearly understood.

Date: \_\_\_\_\_

6. Policies and procedures covering classified, secured, or Privacy Act data have been discussed and are clearly understood.

Date: \_\_\_\_\_

7. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.

Date: \_\_\_\_\_

8. Performance expectations have been discussed and are clearly understood.

Date: \_\_\_\_\_

9. The employee understands that the supervisor may terminate the employee's participation at any time, as specified in Article 34.10 of the CBA.

Date: \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

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