

7 December 2021

MEMORANDUM OF AGREEMENT (MOA)

ON

Department of the Air Force Guidance Memorandum (DAFGM) to
DoDI 1035.01_DAFI 36-816, *Telework Program*, dated 19 May 2021

REFERENCE: DoDI 1035.01_AFI 36-816, *Civilian Telework Program*, 29 Oct 2018

This MOA rescinds the MOA signed on 11 September 2019 for referenced DoDI 1035.01_AFI 36-816, *Civilian Telework Program*, 29 October 2018 and implements the following provisions below:

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 Telework Program as it applies to Bargaining Unit Employees (BUEs) covered by the Master Labor Agreement (MLA) between Parties.

2. General

This MOA implements Department of the Air Force Guidance Memorandum (DAFGM) to DoDI 1035.01_DAFI 36-816, *Telework Program*, dated 19 May 2021. The Parties embrace telework as an alternative work arrangement that can enhance employee health and wellbeing, conserve energy, and reduce environmental costs as well as provide flexibilities during National, State, Local, and Installation Emergencies. AFMC is committed to maximum participation in telework for bargaining unit employees (BUEs) throughout the command that are coded as telework eligible and on a position which allows for telework (and is coded telework eligible). Telework agreements shall be coordinated with the employee and their supervisor. Having telework capabilities is the new normal for our workforce and can lead to increased workforce efficiency, better emergency/pandemic preparedness and response, higher workplace satisfaction, and flexibilities in addressing issues with office space to include workspace sharing. Maximizing telework creates a work environment that embraces modern technological capabilities and work/family balance across the Command. When Force Protection Condition Levels (FPCON) raise to FPCON BRAVO or above, local installation Commanders may authorize and maximize Ad-Hoc Emergency Situational Telework. Telework disputes will be addressed in accordance with the MLA Article 6, "Negotiated Grievance Procedure."

3. Telework Terminology

An alternative worksite is a location away from the regular worksite that has been approved for the performance of assigned official duties and other approved activities. It may be an employee's home, a telework center, or other approved worksite. All of the below telework

categories require prior supervisor approval coupled with an official telework agreement. Definitions of types of telework include:

Emergency Situation Telework: Telework performed in an employee's home or alternative worksite during a crisis situation or emergency event by those employees who perform duties in support of mission requirements during crisis situations or contingencies.

Situational Telework: Situational Telework (also referred to as episodic, intermittent, unscheduled, or ad hoc telework) is approved on a case by case basis, where the hours worked were not part of a previously approved, ongoing and regular telework schedule (i.e. as a result of inclement weather, medical appointment, special work assignments, or to accommodate other special circumstances). Telework is also considered situational even though it may occur continuously for a specific period.

Routine (Regular and Recurring) Telework: An approved work schedule where eligible employees work at an alternative worksite on a regular, recurring, and/or ongoing basis. Routine Telework can also be known as Regular and Recurring Telework. Employees who are approved to telework on a schedule that is regular and recurring most often telework on an agreed-upon day or days during a bi-weekly pay period (i.e. telework "every Wednesday" or "every Tuesday and Thursday"). The specific days that are regularly scheduled for telework are spelled out in a written telework agreement between an employee and their immediate supervisor.

Full-Time Telework: A telework arrangement where the employee performs telework on a full-time basis. For the purposes of space allocation/authorization, full-time telework is further defined as that which is on a regular and recurring schedule where the employee is not scheduled to report to the regular worksite.

"Full-Time Telework" and "Remote Work," agreements are subject to Center Executive Directors Level/or their designee approval.

4. Official Worksite for Location-Based Pay

In accordance with 5 Code of Federal Regulations (C.F.R.) Section 531.605, "Determining an Employee's Official Worksite," an employee's locality pay rate is based on the employee's official worksite. The official worksite is usually the location of the employee's position of record where the employee would, when not teleworking, regularly perform his/her duties, and is referred to as the regular worksite (physical place to which the employee regularly reports to work).

For employees covered by telework agreements, 5 C.F.R. Section 531.605 contains three ways to determine whether an employee's official worksite is the geographic location where the employee's organization is located or whether it is the location of the employee's alternative worksite where the employee is performing work while teleworking. If an employee is covered by any of the following three rules, then the employee's official worksite remains the geographic location where the employee's organization is located:

- a. The twice a pay period standard: If an employee is scheduled to work at least twice per bi-weekly pay period on a regular and recurring basis at the employee's organization's regular worksite, then the employee's organization's regular worksite is the employee's official worksite.
- b. The same locality pay area exception: If an employee occasionally has to come to the employee's organization's regular worksite, but is not scheduled to do so on a regular and recurring basis, as long as the employee regularly performs telework at an alternative worksite located locally within the same geographic locality pay areas as the employee's organization's regular worksite, the employee's organization's regular worksite remains the employee's official worksite. This exception to the twice a pay period standard is automatic (i.e. so long as the requirements are met, it applies).
- c. The appropriate situations of a temporary nature exception: An employee's supervisor may make an exception to the twice in a pay period standard in appropriate situations of a temporary nature, such as when an employee:
 - 1) Can still perform duties by telework while recovering from an injury or medical condition.
 - 2) Is affected by an emergency situation which temporarily prevents commuting to the employee's organization's regular worksite.
 - 3) Is on some form of extended approved absence (i.e. any form of paid leave).
 - 4) Is in temporary duty (TDY) travel status.
 - 5) Is temporarily detailed to work at a location not covered by a telework agreement.

5. Position Eligibility

Eligibility is determined by management consistent with subject DoDI/AFI and applicable labor agreements. Management should authorize the maximum number of positions eligible for telework to the extent that mission readiness is not jeopardized. No predetermined percentages, minimums, or maximums will influence the determination of a position's telework eligibility status. Upon written request, the Union will be provided a written explanation of why a particular position or set of positions was determined ineligible for telework.

6. Employee Eligibility

- a. Employee participation in telework is subject to supervisory approval on a case-by-case basis. Not all employees are eligible to participate in telework. Eligible employees will be permitted to telework to the maximum extent possible when telework does not diminish individual or organizational performance. An employee will be eligible to participate in routine telework if an employee;

- (1) occupies a position that meets the eligibility criterion in paragraph 3 of this agreement (i.e., those positions that involve portable work and are not dependent on the employee's presence at the regular worksite);
- (2) is cleared to access government networks necessary to perform his/her duties;
- (3) 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;
- (4) is willing to sign and abide by the Telework Agreement.

7. Requests

- a. Requests for telework will be made in writing to the employee's immediate supervisor. If the employee's request is denied, the employee can request a meeting to discuss the basis of denial with the immediate supervisor. All approvals/denials will normally be made in writing within 10-work days and no more than 14-work days regarding the initial request for telework.
- b. The number of approved telework days will be based on requirements of the position 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 supervisor.
- c. Telework may not be used as a substitute for dependent care or elder care. Employees must ensure dependent care arrangements (e.g., child care, elder care, or care of any dependent adults) are arranged. On a case-by-case basis, the employee and manager may mutually agree to meet a situational (ad hoc) need.
- d. Telework may be authorized for an employee in a telework eligible position and with a current telework agreement if a situation arises that day care and/or schools are closed for children.

8. Training

Employees authorized to telework must be required to complete telework training prior to signing the telework agreement. Comprehensive Office of Personnel Management (OPM) telework courses for supervisors and employees are available at the joint OPM and General Services Administration (GSA) telework website.

9. Individual Telework Agreement

All employees who will telework on a regular, situational (ad hoc), fulltime, or remote basis must complete and sign a Telework Agreement. The standard Telework Agreement for BUEs will be the DD Form 2946, "Telework Agreement." The agreement must be in place before telework may begin. This agreement will outline the specific work arrangement(s) on which the employee and supervisor agree. If workspace sharing will be involved within the employee's organization, then the arrangement must be agreed upon in the employee's telework agreement and signed by the employee and supervisor. The telework agreement will normally remain in effect for two years and revised when appropriate. The telework agreement should be re-accomplished when a new supervisor is responsible for the employee. The telework agreement will normally be approved within 10-work days and no more than 14-work days regarding the request. Agreements will be maintained in the Supervisor's Employee Brief-971.

- a. Telework agreements need to indicate management's expectations during a base/government closing. Examples:

- (1) If the base Commander closes the installation due to inclement weather, the employee, who has a telework agreement should know if he/she is expected to telework from their alternative duty location.

- (2) 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, communications frequency and modes, and special requirements) will be documented on the second page of the form, in the "Component-Specific Terms and Conditions" block.

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

10. Call Back

- 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, at the discretion of the immediate supervisor.
- 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 will be at the discretion of the immediate supervisor. If the employee's immediate supervisor needs an employee to physically return to his/her

worksite the time allotted will be arranged in each employee's personalized Telework Program agreement, but not less than 24 hours.

11. Termination of Telework Agreement

a. Telework agreements may be cancelled by either Party for the following telework categories (Emergency Situation Telework, Situational Telework, Regular and Recurring Telework, and Full-Time Telework). The employee may terminate a telework agreement at any time. 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 6;
- (2) 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;
- (3) Prior to an employee's termination of their telework agreement, the employee and supervisor will discuss any specific conduct and/or performance issues. This discussion will be documented in writing. If there is no improvement 30-days subsequent to management discussing the issues with the bargaining unit employee then management will grant the employee a 2-week notice to return to their traditional worksite.
- (4) When a supervisory decision is made to terminate an employee from the Telework Program, the reasons for termination must be documented in writing and issued to the employee. Bargaining unit employees may dispute management's decision to terminate the telework agreement by filing a grievance in accordance with the Master Labor Agreement. Depending on the outcome of the grievance, the bargaining unit employee may be granted an opportunity to resubmit a DD Form 2946, Telework Agreement to management for reconsideration.

12. 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 leave or report to their regular worksite. If an employee is unable to continue to work that day at the alternative worksite, and it is impractical for the employee to report to the regular worksite before the end of the work day, the employee may be granted short periods of excused absences (typically not more than one hour). The supervisor may provide the employee the opportunity to request approved leave, use earned credit hours, or previously earned compensatory time off.

13. 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 in accordance with the MLA.
- b. Fitness/Wellness time is permitted to be used during telework if approved. Arrangements must be worked out in advance with the employee and their direct supervisor and must not interfere with mission requirements.

14. Temporary Changes

Employees may be required to report to their regular worksite for previously unscheduled training, other meetings, to perform work on a short term basis and for unanticipated operational exigencies to perform work that cannot otherwise be performed at the alternative worksite or accomplished via telephone or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice when possible and a reasonable amount of time to report based on the employee's alternative worksite location.

15. Emergency Closing/Late Opening/Early Dismissals

When the regular 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 requirements must be addressed in the employee's Telework Agreement. The supervisor may excuse a teleworking employee from duty during an emergency closing/dismissal situation if the emergency 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 worksite that is closed.

16. 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 regular worksite; and
- b. Adhere to applicable government regulations (e.g. AFI 33-100, "User Responsibilities and Guidance for Information Systems") governing information management, information protection and information security procedures for safeguarding data.

17. Equipment and Support

- a. The Agency will provide information technology equipment and support deemed necessary by the Agency for performing the employee's assigned duties at the employee's home, within the constraints of Air Force policy, funding, and public law.
- b. DoD/AF remote access software must be installed onto Government Furnished Equipment (GFE) and personally owned computers to enable access to unclassified DoD systems and networks consistent with criteria and guidelines established by the DoD Chief Information Officer (CIO) and SAF/CIO. When personally owned computers are authorized to be used, they must be adapted to accept a Common Access Card (CAC) reader. CAC readers may be provided by the organization when practicable and available.
- 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 GFE (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. General office supplies may be provided to teleworking employees.

18. Union Representatives

Employees who perform 100 percent representational duties will be permitted to telework to prepare MOAs, Demand to Bargain notices, grievant responses and any other Union type work that does not require a face to face meeting. The representatives are permitted to telework if local commanders determine an extreme weather situation and/or if a situation arises where there is no access to the Union offices for unexpected reasons. The above will be based on case by case basis with initial approval of the employee's supervisor of record. The council/local presidents may be allowed to set the telework schedules for their stewards, as deemed appropriate for the work at hand.

19. Reporting to Union

Management will provide the Local Union, upon request, but no more than twice annually, the following statistical information:

- a. The total number of telework eligible positions

- b. The total number of employees who teleworked and how many teleworked on a situational vs regular and recurring basis

20. 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.

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