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TCFE Pamphlet 690-1

**Civilian Personnel
FORT EUSTIS/STORY TELEWORK PROGRAM**

Summary. The pamphlet provides detailed information and procedures for the administration and management of the telework program for civilian employees of Fort Eustis and Fort Story.

Applicability. This pamphlet applies to all activities serviced by the Fort Eustis Civilian Personnel Advisory Center as determined by the appropriate Commander/Director.

Suggested improvements. Users are invited to send comments and suggested improvements to the Fort Eustis Civilian Personnel Advisory Center, 670 Lee Boulevard, Fort Eustis, Virginia 23604-5096.

Availability. This publication is only available in electronic format on the USATCFE Homepage at <http://www.eustis.army.mil/publications/> or <http://www.eustis.army.mil/CPAC/Telework> .

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Chapter 1

Introduction

1-1. Purpose. This pamphlet defines responsibilities and explains the procedures for implementing the DoD Telework Program on Fort Eustis and Fort Story. Managers, supervisors and employees are encouraged to regularly visit the Interagency Telework Web Site sponsored by OPM and GSA, <http://www.telework.gov>, for current information on telework for Federal employees. The site includes OPM and GSA Government-wide policy and guidance on telework; links to the International Telework Association and Council (ITAC) and the Washington Metropolitan Telework Centers; and Frequently Asked Questions.

1-2. References. Required and related publications are listed in Appendix A.

1-3. Definitions.

a. **Telework:** Any arrangement in which an employee performs officially assigned duties at an alternative worksite on either a regular and recurring, or on an ad hoc, basis (not including while on official travel).

b. **Alternative Worksite:** Is a place away from the traditional worksite that has been approved for the performance of assigned official duties. It may be at an employee's home, a telecenter (if established), or other approved work site including a facility established by state, local, or county governments, or private facility. The site will be mutually agreeable to the employee and supervisor or manager.

c. **Traditional Worksite:** The location where an employee would work absent a telework arrangement.

d. **Ad hoc Telework:** Approved telework performed at an alternative worksite on an occasional, one-time, or irregular basis. (Telework of less than 1 day per pay period is considered ad hoc.)

e. **Regular and Recurring Telework:** An approved work schedule where eligible employees regularly work at least 1 day per biweekly pay period at an alternative worksite.

f. **Employer:** Supervisors and managers of activities serviced by the Fort Eustis Civilian Personnel Advisory Center.

1-4. General. PL 106-346, Section 359, requires federal agencies to establish telework policies. The law specifically applies to appropriated fund employees; and, the senior mission commander has local discretion to include non-appropriated fund employees.

1-5. Potential Benefits of Telework. A telework environment provides a means of responding to rapidly changing factors that are affecting today's workforce. Telework arrangements can help put injured, recuperating, and physically limited employees back to work at home and take them off sick leave. Organizations may be able to find work that such employee can perform at home or may be able to "restructure" existing work so that some of it may be performed at home. Additionally, telework may:

- a. Help improve employee morale;
- b. Reduce commuting stress;
- c. Serve as an effective recruitment and retention tool;
- d. Benefit the community through cleaner air, reduced energy consumption, and decreased traffic congestion;
- e. Help relieve traffic congestion caused by restricted installation access and increased security precautions; and
- f. Be an appropriate component in planning for continuity of operations during unforeseen interruptions or disasters.

1-6. Responsibilities.

- a. Employer will:
 - (1) Determine which positions in the organization are eligible for regular and recurring or ad hoc telework arrangements based on DoD, TRADOC and other appropriate MACOM guidance.
 - (2) Approve or disapprove employee requests for regular and recurring or ad hoc telework.
 - (3) Ensure completion of the Telework Agreement (Appendix C) and Safety Checklist (Appendix D) prior to the commencement of either regular and recurring or ad hoc telework arrangements.
 - (4) Notify the employee as far in advance as reasonably feasible of the need to report to the traditional worksite on scheduled telework days.

(5) Exercise appropriate supervision to ensure that only work for which it intends to make payment is performed and to account for absences from scheduled tours of duty. This may be accomplished by:

(a) Determining the reasonableness of work output for time spent.

(b) Making occasional supervisory telephone calls or visits to the worksite during times the employee is scheduled to be on duty.

(6) Ensure that telework does not burden staff remaining in the office through equitable distribution of workload.

(7) Maintain appropriate documentation concerning program participation (e.g. signed agreements, data for reports, etc.).

b. Employees will:

(1) Complete a Request to Participate in the Telework Program (Appendix B), Telework Agreement (Appendix C) and obtain the supervisor's approval **prior** to commencement of either regular and recurring or ad hoc telework arrangements.

(2) Designate one area in the home as the official work station (for work at home arrangements).

(3) Ensure that their homes comply with the safety checklist and safety requirements.

(4) Have a telephone to communicate with their supervisors and organizations, and be accessible to supervisors, coworkers, customers and other contacts by email and/or telephone during their scheduled duty day.

(5) Ensure that dependent care for young children, elderly loved ones, or loved ones with special needs is provided by someone other than themselves during their telework schedule. Telework arrangements can provide valuable assistance in the management of work/family schedules, but it is not a substitute for dependent care support. Family responsibilities must not interfere with work time at home.

(6) Observe policies of requesting leave when leave is to be taken.

(7) Use Government equipment only for official purposes.

(8) Be accountable for any loss, theft or damage to government property while in their possession.

(9) Notify the supervisor immediately of any accident or injury at the alternative worksite, provide details of the accident or injury, and complete the DOL Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation.

(10) Abide by the Telework Agreement.

c. Civilian Personnel Advisory Center (CPAC) will:

(1) Provide appropriate notification to local labor organizations and ensure labor relations obligations are completed.

(2) Complete and submit telework reports as required.

(3) Provide training and advice to supervisors and employees on the telework program.

Chapter 2 Determining Eligibility

2-1. Positions “eligible” for Telework. The nature of the work must be suitable for telework. Work suitable for telework depends on the job content, rather than job title, type of appointment, or work schedule. The official duties must be able to be performed, either in whole or in part, at the alternate work site without impairment to the mission of the office.

2.2. Positions “not eligible” for telework. Note: Reasons cited below are not all inclusive.

a. Positions are “not eligible” for telework if performing the work at an alternate work site:

- (1) Adversely affects the performance of other employees.
- (2) Places a burden on the staff remaining in the office.
- (3) Results in a diminished level of service provided to customers.

b. Positions “may not be eligible” for telework if the work requires:

(1) Frequent or short-notice face-to-face interaction with internal or external contacts such as the supervisor, other employees, formal/informal work teams, clients, or the general public, or frequent ad hoc meetings (that is, training instructors whose primary duty is to instruct students, or positions with direct and recurring customer service duties).

(2) Access to material or data that cannot be moved from the regular office, would present a security risk, or breach of confidentiality (classified material, security documents, libraries, personnel records, medical records, etc.).

(3) Handling controlled unclassified information (CUI), particularly its telecommunications or electronic storage. CUI is explained in AR 380-5, Chapter 5.

(4) Access to facilities, equipment, or technology that is not available at the alternate duty site (i.e. secretaries who answer office phones or duties that require access to copiers or faxes).

(5) Use of government vehicle (i.e. truck driver).

(6) Work that must be performed at the regular work site (such as issuing and accounting for supplies and materials, medical care, child care, safety and ammunition inspectors, range control duties, equipment repair, surveying property, dealing with wildlife, etc.).

(7) Providing emergency services and/or services involved in the protection of life and property (firefighters, police, and guards).

Note: Reasons cited above are not all inclusive.

2-3. Employees “suited for” Telework. In addition to identifying positions which are eligible for telework, supervisors will determine whether the employees have demonstrated personal characteristics suited to telework. As a minimum, employees must have demonstrated:

- a. Dependability and the ability to handle responsibility;
- b. A record of satisfactory attendance;
- c. A proven record of high personal motivation;
- d. The ability to prioritize work effectively and utilize time management skills; and
- e. A performance rating of at least fully successful.

2-4. Employees “not suited” for Telework. Employees in the following situations should not be approved for telework. Note: Reasons cited below are not all inclusive.

- a. Not meeting performance standards.
- b. Being counseled or disciplined for leave abuse.
- c. Have pending or current disciplinary or adverse actions.
- d. Are in an intern/trainee or probationary/trial period status.

Chapter 3 Procedures

3-1. Safety Checklist. A safety checklist (Appendix D) must be signed before teleworking from home. The supervisor may authorize the Employee to complete a self-certification checklist.

3-2. Alternate Workplace Inspections. Employees must agree to permit a representative of the employer to inspect the alternative workplace during the employee's normal working hours in order to ensure proper maintenance of Government-owned property and conformance with safety standards.

3-3. Information Technology Equipment and Security Issues.

a. The supervisor will determine the availability of government-owned information technology to support employees performing official duties at their home, after coordinating with the Directorate of Information Management (DOIM). A memorandum of agreement between the DOIM and the employee is at Appendix E.

b. For government-owned equipment under this policy, the government is responsible for maintenance, repair, or replacement of such equipment. The employee must notify his/her supervisor immediately following a malfunction of government-owned equipment. The government will support the operability of the computer hardware and software, and provide telephonic support of hardware and software through Information Management (IM) support methods. When hardware or software problems cannot be fixed by discussing the problem over the telephone, the employee will transport the equipment to the office site for more extensive troubleshooting and repair or replacement unless other arrangements are made by the supervisor. In this event, the employee may be asked to report to the main office until equipment is usable.

c. Each office must establish its own policy on purchase and installation of equipment. Transport of government-owned computers, printers, modems, and other telecommunications equipment from the office to the home residence and back is determined by the supervisor. Normally supervisors will make it the responsibility of the individual.

d. When information technology that is essential to perform the job is unavailable or not securely configured to support required tasks, the employee will not be approved to telework.

e. Decisions regarding the proper use and handling of sensitive data, as well as records subject to the Privacy Act, are the responsibility of individual supervisors who permit employees to work at home. Off-site access to sensitive data may be permitted provided Information Assurance Security Officials certify the adequacy of security for such access. Under no circumstances will classified data be removed from the official work site to off-site locations.

f. Care must be taken to ensure that records subject to the Privacy Act and sensitive non-classified data are not disclosed to anyone except to those who are authorized access to such information in order to perform their duties. Offices allowing employees to access records subject to the Privacy Act from a remote work site must maintain appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of the records.

g. All applicable DoD, Army, MACOM and local regulations pertaining to Property Accountability, Information Assurance, and Computer Security will be adhered to under the Telework program.

3-4. Work Schedules. Employees may work standard, flexible or compressed schedules, depending upon the agreement between the employee and the supervisor. The supervisor and the employee select the telework day(s). Normally, it is recommended that no more than three off-site days per week be allowed. Completely unstructured arrangements where employees work at home at will are not permitted.

3-5. Overtime/Night Pay Differential. Overtime/night pay differential will conform to regulations and the negotiated agreement, and employees will not perform overtime or night work at alternate work sites without prior supervisory approval. Supervisors will guard against potential liability for "suffered and permitted" overtime under **FLSA**.

3-6. Leave. The policies for requesting annual leave, sick leave or leave without pay remain unchanged.

3-7. Recall. Employees participating in telework programs must be accessible and available for immediate recall to their regular offices for a variety of reasons such as, but not limited to: meetings, briefings, special assignments, emergencies, or duties which must be performed in the office.

3-8. Emergency Dismissal. Although a variety of circumstances may affect individual situations, the principles governing administrative leave, dismissals, and closings remain unchanged. The ability to conduct work (and the nature of any impediments), whether at home or at the office, determines when an employee may be excused from duty. Normally, telework employees will be required to continue work at their alternative worksites on their telework day when the agency is closed because of an emergency. On a case-by-case basis the telework employee may be excused from duty during an emergency if the emergency adversely affects the telework site or if the teleworker's duties are such that he or she cannot continue to work without contact with the regular worksite. If the employee is working at home, and the main office closes due to a lack of heat or cooling, normally the teleworker will continue working at home. When an emergency affects only the alternative worksite for a major portion of the workday, the agency can require the telecommuting employee to report to work to the main office, approve annual leave or leave without pay, or authorize an excused absence. For example, if the employee's electricity fails while working at home, the supervisor may grant administrative

leave or require the employee to report to the traditional worksite. When an employee knows in advance of a situation that would preclude working at home, either time in the office or leave should be scheduled.

3-9. Workers' Compensation. AF employees who are directly engaged in performing the duties of their jobs are covered by the Federal Employees Compensation Act (FECA), regardless of whether the work is performed on the agency's premises or at an alternative worksite. NAF telecommuting employees are covered by provisions of the Longshore and Harbor Worker's Compensation Act (LWHCA).

3-10. Training. It is important that supervisors and employees fully understand the policies and guidelines regarding telework prior to implementing a telework arrangement. Therefore, the CPAC will provide the required training prior to implementation.

3-11. Termination of Telework Agreement. Note: Reasons cited below are not all inclusive.

a. Reasons a supervisor may terminate a telework arrangement include:

- (1) The arrangement no longer supports the mission.
- (2) Performance standards are not being met or conduct is unacceptable.
- (3) Normal production or quality of work is not being maintained.
- (4) Costs of the arrangement become impractical.
- (5) Technology changes require return to the regular office.
- (6) There is a change in work requirements.
- (7) Employees do not comply with the terms of the agreement.
- (8) Employees are being counseled or disciplined for leave abuse.
- (9) Employees are needed at the worksite.

b. Supervisors will attempt to provide appropriate advance notice to the employee of the termination of an agreement to the extent practicable. A sample notice of termination is at Appendix F.

3-12. Termination Disputes. Telework is **not a right** and may be terminated for cause at the discretion of the supervisor or at the employee's request. All disputes will be handled through the employee's applicable grievance procedures.

Glossary

AF	Appropriated Fund
CPAC	Civilian Personnel Advisory Center
DoD	Department of Defense
DOIM	Directorate of Information Management
Email	Electronic Mail
FLSA	Fair Labor Standards Act
IM	Information Management
IMO	Information Management Officer
MACOM	Major Command
NAF	Non-Appropriated Fund
OPM	Office of Personnel Management
PL	Public Law
TRADOC	U.S. Army Training and Doctrine Command

**Appendix A
References**

Public Law 106-346, Section 359, 23 Oct 00, <http://www.telework.gov/documents/legis.asp>

**Memorandum, Under Secretary of Defense, 22 Oct 01, subject: Department of Defense (DoD) Telework Policy and Guide,
http://www.cpms.osd.mil/fas/benefits/pdf/telework/policy_memo.pdf**

**Department of Defense Telework Policy
<http://www.telework.gov/policies/dodpolicy.asp>**

**Department of Defense Telework Guide
<http://www.telework.gov/policies/dodguide.asp>**

**DA Memorandum, 4 December 2001, subject: Department of Defense (DOD) Telework Policy and Guide dated October 22, 2001,
http://cpol.army.mil/library/benefits/ben_120401.html**

**Army Regulation 25-1, Army Knowledge Management and Information
http://www.apd.army.mil/pdf/files/r25_1.pdf**

TRADOC Regulation 600-18, TRADOC Guidance for the Department of Defense Telework Policy, <http://www.tradoc.army.mil/tpubs/regs/r600-18.pdf>

Appendix B

**TELEWORK REQUEST
Supervisor Approval/Disapproval**

1. _____ (Employee) is requesting authorization to participate in the Telework Program. Below is a discussion of the functions of my position that I believe fit the criteria for participation in the Telework Program:

Employee's Signature: _____ Date: _____

2. I approve/disapprove the above employee's request to participate in the Telework Program. My decision is based on the following rationale:

Supervisor's Signature: _____ Date: _____

Appendix C

TELEWORK AGREEMENT

This Agreement is between:

(Name of Activity/Organization)

And

(Last Name, First Name, Middle Initial of Employee)

and is approved for the Telework Program on a (Choose one):

_____ Regular and Recurring (regularly scheduled at least one (1) day per bi-weekly pay period;

or

_____ Ad hoc (occasional, one-time, irregular) basis.

Terms of the Agreement are as follows:

1. **Voluntary Participation:** Employee voluntarily agrees to work at the Employer approved alternative workplace indicated below and to follow all applicable policies and procedures. Employee recognizes that the telework arrangement **is not an Employee entitlement** but an additional method the Employer may approve to accomplish work.
2. **Trial Period:** Employee and Employer agree to try out the telework arrangement for at least three (3) months unless unforeseeable difficulties require earlier termination. At the end of the three month period, the Employee and Employer will discuss whether to continue this agreement.
3. **Salary and Benefits:** Employer agrees that a telework arrangement is not a basis for changing the Employee's salary or benefits.
4. **Duty Station and Alternative Workplace:** Employer and Employee agree that:
 - a. The Employee's official duty station is: _____
(Duty Station for Regular Office)

b. The Employees approved alternative work site is: _____

(Address of Alternate Worksite)

c. Phone # of Alternate Worksite is: _____

d. Fax # of Alternate Worksite is: _____

e. Email of Alternate Worksite is: _____

Note: All pay, leave, and travel entitlement are based on the official duty station.

5. **Official Duties:** Unless otherwise instructed, Employee agrees to perform official duties only at the regular office or Employer approved alternative workplace. Employee agrees **not** to conduct personal business while in official duty status at the alternative workplace, for example, caring for dependents or making home repairs. Employee also agrees not to leave the alternative workplace while in official duty status without permission.

6. **Work Schedule and Tour of Duty:** Employer and Employee agree the Employee's official bi-weekly work schedule will be as follows; however, the dates/hours may be modified as needed to meet mission requirements as requested by the supervisor:

WEEK 1	Duty Hours	Lunch Break	Location
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
WEEK 2	Duty Hours	Lunch Break	Location
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

7. **Time and Attendance:** Employer agrees to make sure the telework Employee's timekeeper has a copy of the Employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace. (**Note:** The supervisor may require Employee to complete a self-certification form).

8. **Leave:** Employee agrees to follow established office procedures for requesting and obtaining approval of **all types** of leave. Employee will notify his or her supervisor immediately, and get supervisory approval in cases where deviation from established tour of duty is requested.

9. **Overtime:** Employee agrees to work overtime only when ordered and approved by the supervisor in advance and understands that overtime work without such approval is not compensated and may result in termination of the telework privilege and/or other appropriate action.

10. **Equipment/Supplies:** Employee agrees to protect Government-owned equipment and to use the equipment only for official purposes. The Employee may be required to sign a hand receipt for the assigned equipment. The employee understands that he/she will only have access to web based email. The Employer 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 authorized for use by the Employer. The employee understands that remote access software must not be loaded into employee's personal computers for official purposes. **The employee agrees to use only equipment that has been authorized by the Employer for the performance of government work.** The Employer agrees to provide the Employee with all necessary office supplies and also reimburse the Employee for business-related long distance telephone calls. (NOTE: Telephone calls must be authorized by the supervisor).

a. The Employer will provide the employee with the following equipment/furniture for use while working at home:

b. The Employee will provide the following additional equipment/furniture:

11. **Security:** If the Government provides computer equipment for the alternative workplace, Employee agrees to follow all security provisions required as if the equipment was used at the official duty station. The employee understands that classified documents (hard copy or electronic) cannot be taken to an employee's alternative worksite.

12. **Liability:** The Employee understands the Government will not be liable for damages to an employee's personal or real property while the Employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. The Employee will be liable for any loss, theft, damage, etc. to government equipment while in their possession.

13. **Workers' Compensation:** The Employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite while performing official duties and to complete any required forms.
14. **Work Area:** The Employee agrees to provide a work area adequate for performance of official duties.
15. **Worksite Inspection:** The Employee agrees to permit the Employer to inspect the alternative workplace, unannounced, during the Employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards, etc. (Employer will require Employees to complete a self-certification safety checklist.) Questions should be directed to the CPAC.
16. **Alternative Workplace Costs:** The Employee understands that the Government will not be responsible for any operating costs that are associated with the Employee using his or her home as an alternative worksite: for example, home maintenance, insurance, or utilities. The Employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by the statute and regulations.
17. **Travel:** Expenses incurred in travel from Employee's alternate work site to his/her traditional work site is not reimbursable.
18. **Work Assignments/Performance:** Employee agrees to complete all assigned work according to procedures mutually agreed upon by the Employee and the supervisor and according to guidelines and standards in the employee performance plan. The Employee agrees to provide regular reports if required by the supervisor to help judge performance. The Employee agrees to retrieve voice and/or electronic messages at least _____ times per day throughout the workday. The Employee understands that a decline in performance may be grounds for canceling the alternative workplace arrangement.
19. **Disclosure:** Employee agrees to protect Government/agency from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.
20. **Standards of Conduct:** Employee agrees he or she is bound by Employer standards of conduct while working at the alternative worksite.
21. **Cancellation:** Employer agrees to let the Employee resume his or her regular schedule at the regular office after notice to the supervisor. Employee understands that the Employer may terminate the telework arrangement and instruct the Employee to resume working at the regular office at any time.

22. **Other Action:** Nothing in this agreement precludes the Employer from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

23. **Mileage Savings:** The employee estimates that the telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week.

24. **Review of Agreement:** The signatures below certify that this agreement has been reviewed in full.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Appendix D

TELEWORK PROGRAM SELF-CERTIFICATION SAFETY CHECKLIST
FOR HOME TELECOMMUTING

The following checklist is designed to assess the overall safety of your alternative workplace. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor should sign and date the checklist in the spaces provided.

NAME: _____

ORGANIZATION: _____

ADDRESS: _____

CITY/STATE: _____

BUSINESS TELEPHONE: _____

HOME TELEPHONE: _____

The Telework site is: _____

(Address)

The alternative worksite telephone number is: _____

Describe the designated work area in the alternate worksite.

WORKPLACE ENVIRONMENT

Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance? Yes [] No []

Are all stairs with four or more steps equipped with handrails? Yes [] No []

Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? Yes [] No []

Do circuit breakers clearly indicate if they are in the open or closed position? Yes [] No []

- Is all electrical equipment free of recognized hazards that could cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires on the ceiling)? Yes [] No []
- Will the building's electrical system permit the grounding of electrical equipment (a three prong receptacle)? Yes [] No []
- Is your chair adjustable? Yes [] No []
- Do you know how to adjust your chair? Yes [] No []
- Is your back adequately supported by a backrest? Yes [] No []
- Are your feet on the floor or fully supported by a footrest? Yes [] No []
- Do you have enough leg room at your desk? Yes [] No []
- Are you satisfied with the placement of your monitor and keyboard? Yes [] No []
- Is it easy to read the text on your screen? Yes [] No []
- Is the top of the monitor screen at eye level? Yes [] No []
- Is the screen free from noticeable glare? Yes [] No []
- Is there space to rest arms while not keyboarding? Yes [] No []
- While keying, are your forearms approximately parallel with the floor? Yes [] No []
- Are your wrists fairly straight while keying? Yes [] No []
- Are aisles, doorways, and corners free of obstructions to permit visibility and movement? Yes [] No []
- Are file cabinets and storage closets arranged so drawers and doors do not enter into walkways? Yes [] No []

Are telephone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard?

Yes [] No []

Employee's Signature

Date

Immediate Supervisor's Signature

Date

(Approved [] Disapproved [])

Appendix E

MEMORANDUM OF AGREEMENT

BETWEEN

(Appropriate Information Management (IM) Office)

AND

(Employee)

SUBJECT: Memorandum of Agreement (MOA) for Government Owned Computer Equipment on Loan to Employees

1. Purpose: This MOA defines the responsibilities and commitments of management and the employee when government owned computer equipment (hardware and software) is loaned to the employee for the performance of official duties away from the work site. The computer equipment may be used either at the employee's residence or at his/her temporary duty station. Government owned computer equipment on loan to employees are considered to be corporate assets, and are subject to the standards and policies for corporate workstations.

2. References:

- a. AR 25-1, Army Information Management
- b. AR 25-2, Information Assurance
- c. AR 735-5, Policies and Procedures for Property Accountability
- d. TCFE Pamphlet 25-1, Information Technology Services
- e. TCFE Pamphlet 690-1, Fort Eustis/Story Telework Program

3. In accordance with references in paragraph 2 and local security guidelines, the following conditions of government owned computer equipment on loan for off site use, either at the employee's residence or TDY site, would be met.

a. This government owned computer equipment (hardware and software) will be used only for official government business. All work processed on this computer equipment becomes the property of the U.S. Government. The employee will adhere to the usage prohibitions outlined

in AR 25-1, paragraph 6-1.

b. As required, a completed Hand Receipt is attached.

c. Only unclassified non-sensitive information will be processed on this computer equipment. However, if processing of unclassified sensitive information is required, formal accreditation of this computer equipment will be required for this computer equipment. **Under no circumstances will classified information be processed on this computer equipment.**

d. Only government purchased/leased and legally licensed software will be installed and used on this computer equipment. Employee owned or unauthorized software or shareware will not be installed on this computer equipment, except as authorized and approved by IM. This computer equipment will not be used to copy employee owned or unauthorized software.

e. In accordance with AR 25-1, all regular and recurring telework requirements will be supported using government resources only. These provisions will include hardware, software, and network communications. The employee will limit the access/transmission of data to unclassified, non-sensitive information and will use government resources to conduct official government business only.

f. To ensure virus protection for both the accessed system(s) and this computer equipment, the employee will use the government authorized virus detection software installed on this computer equipment to check any data to be processed, copied, downloaded, or uploaded. The employee will not disable or bypass the virus scan/clean programs on this computer equipment.

g. The employee will ensure that this computer equipment is located in a safe and hazardous free environment, IAW the Fort Eustis/Fort Story Telework program. The employee will ensure that proper airflow is maintained around the computer equipment, to prevent overheating. The employee will power off the computer equipment during periods of electrical storm activity and when not in use for extended periods of time.

h. The Employee will not share his/her password(s).

i. The Employee will abide by the provisions of the references in paragraph 2, above.

j. The Employee will only have access to web based email.

4. As required, equipment descriptions (barcode, nomenclature, manufacturer, serial number, and peripheral devices) are listed on the hand receipt form.

5. Software installed/used on this computer equipment is:

6. Estimated date of return of computer equipment: _____.

7. Other requirements/agreements (Enter Not Applicable (N/A) if there are no other agreements/requirements:

8. By my signature below, I certify that I will fully comply with the conditions of this MOA, and that use of this computer equipment for the performance of official duties is necessary and will benefit the government.

Employee Signature: _____ Date: _____

IM Representative Signature: _____ Date: _____

NOTE: This agreement must be signed by a representative of the servicing Directorate of Information Management or office with responsibility for the applicable Campus Area Network (CAN); however, it is recognized that activity Installation Management Officers (IMOs), etc. may need to amend this memorandum to incorporate additional requirements.

Appendix F

**Sample Notice of Termination of Participation
in the
Telework Program**

TO: _____
(Name of Employee)

FROM: _____
(Name of Immediate Supervisor)

SUBJECT: Termination of Employee Participation in the Telework Program

Your participation in the Telework Program is terminated effective _____.

The reason(s) for this action are:

Signature of Immediate Supervisor

Date

Signature of Employee
(Note: Signature does not imply agreement)

Date

Appendix G

TELEWORK CHECKLIST

The following checklist is designed to ensure that teleworking employees are properly oriented to the policies and procedures of the program. As appropriate, simply indicate yes, no, or not applicable (n/a) in response to each statement.

1. Employee's most recent performance appraisal rating is "Fully Successful" or better. _____
2. Employee has read guidelines outlining policies and procedures of the program. _____
3. Employee has been provided with an approved work schedule. _____
4. Employee has been issued/has not been issued equipment. _____
5. Equipment issued by the agency is documented. _____

Check As Applicable	Yes	No
Computer		
Modem		
FAX Machine		
Communication Line		
Desk		
Chair		
Other _____		

6. Policies and procedures for care of equipment issued by the agency have been explained and are clearly understood. _____
7. Policies and procedures covering classified, secure, or Privacy Act data have been discussed, and are clearly understood. _____
8. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met. _____
9. Performance expectations have been discussed and are clearly understood. _____
10. The provisions governing premium pay have been explained to the employee, including that he/she must receive supervisory approval in advance of working overtime. _____

11. Employee understands that the supervisor may terminate employee participation at any time.

12. Employee has participated in training for teleworkers. _____

The following forms have been signed by respective designee(s).

1. Employee Request to Participate in the Telework Program
2. Telework Agreement
3. Safety Checklist
4. Memorandum of Agreement w/Information Management (if applicable)

Supervisor's signature/date _____

Employee's signature/date _____

TCFE Pam 690-1

FOR THE COMMANDER:

A handwritten signature in black ink, appearing to read "Donald G. Drummer". The signature is stylized with a large initial "D" and a long horizontal flourish extending to the right.

DONALD G. DRUMMER

Colonel, GS

Chief of Staff