



## Defense Human Resources Activity Headquarters

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### TELEWORK POLICY

#### References:

- (a) Section 359 of Public Law (PL) 106-346, The Department of Transportation and Related Agencies Appropriations Act, 2001, dated October 23, 2000.
- (b) Under Secretary of Defense (Personnel and Readiness) memorandum, subject: Department of Defense (DoD) Telework Policy and Guide, dated October 22, 2001
- (c) DoD Telework Policy, dated October 22, 2001
- (d) DoD Telework Guide, dated October 22, 2001

#### 1. PURPOSE

This policy implements telework for the Defense Human Resources Activity (DHRA), as required by Section 359 of PL 106-346. This policy must be read in conjunction with the DoD Telework Policy and the DoD Telework Guide.

#### 2. APPLICABILITY

This policy applies to appropriated fund civilian employees of DHRA.

#### 3. POLICY

It is DHRA policy that:

- (a) participation in telework is voluntary;
- (b) participation is subject to approval by supervisory officials;
- (c) telework is not an employee right and may be terminated by either the supervisor or by the employee;
- (d) employees who telework must sign a Telework Agreement prior to commencement of teleworking. The DHRA Telework Agreement is at Enclosure 1.1;

- (e) employees who telework at home must complete and sign a safety checklist prior to commencement of home-based telework. The DHRA Safety Checklist for Home-Based Telework is at Enclosure 1.2;
- (f) teleworkers are responsible for the security of Government files and records;
- (g) teleworkers are responsible for assuring that Government-furnished equipment is used only for official duties;
- (h) telework arrangements shall be made as cost efficient as practicable.

#### 4. **RESPONSIBILITIES**

- a. The Assistant Director, DHRA, shall implement and administer the DHRA Telework Program.
- b. The DHRA Telework Program Coordinator shall:
  - (1) develop DHRA-policy guidance;
  - (2) monitor implementation of this policy within DHRA;
  - (3) update this policy as needed;
  - (4) maintain statistics on DHRA telework participation; and
  - (5) respond to inquiries from DHRA Components regarding the DHRA Telework Program.
- c. The Directors of the DHRA components shall:
  - (1) administer a telework program in accordance with public law, the DoD Telework Policy, DHRA policy, relevant DoD regulations, and relevant policy and operating procedures;
  - (2) designate a Component Telework Coordinator to administer and oversee implementation of the DHRA telework program within the Component;
  - (3) issue Component-specific guidelines to implement DHRA policy; and report statistics on telework participation to DHRA, as required by DoD.

(4) designate the Component Designated Approving Authority (DAA) for the purpose of information technology-related decisions associated with the telework program;

## **5. DETERMINING ELIGIBILITY**

- a. Position eligibility shall be determined by criteria in the DoD Telework Policy.
- b. Employee eligibility shall be determined by criteria in the DoD Telework Policy.

  
Sharon H. Cooper  
Assistant Director

Encl:

- 1-1. Telework Agreement
- 1-2. Safety Checklist for Home-Based Telework

**ENCLOSURE 1-1**  
**TELEWORK AGREEMENT**  
**DEFENSE HUMAN RESOURCES ACTIVITY**

This agreement applies to regular and recurring telework and to ad hoc telework, as indicated. The following constitutes the terms and conditions of the telework agreement between the employee and the (Insert Component Name.)

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

Title, Series, Grade: \_\_\_\_\_

Organization/Division: \_\_\_\_\_

**Type of telework**

\_\_\_\_\_ Regular and recurring (telework at least one day per biweekly pay period)

\_\_\_\_\_ Ad hoc (telework on an occasional, irregular, or one-time basis, or less than one day per pay period)

**Days in Biweekly Pay Period Employee is Authorized to Telework – Complete this section ONLY for regular and recurring telework.**

The employee is approved to work at the designated alternative worksite specified below in accordance with the following schedule:

DAY	FREQUENCY		WORK SCHEDULE		DUTY HOURS <i>(specify hours of work and lunch break)</i>
	WEEKLY	BIWEEKLY	FIXED	ALTERNATIVE	
Mon					
Tues					
Wed					
Thurs					
Fri					

**Ad hoc telework dates and times – applies only to ad hoc telework**

Dates and times for ad hoc telework will be determined on a case-by-case basis by the supervisor and employee. Each instance of ad hoc telework will be documented in writing separately from this agreement. The supervisor's email approval that documents date and time for ad hoc telework in advance of the ad hoc telework occurrence is sufficient. Other written documentation is also acceptable, as long as each instance of ad hoc telework is approved in writing in advance.

**Alternative Worksite – Complete for regular and recurring and for ad hoc telework.**

The employee's alternative worksite is *(fill in complete street address, telephone number, fax number, and email address; if home-based telework, also include the designated area of the home where telework will be performed)*:

Telecenter address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Home Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_  
Location of home office or work area: \_\_\_\_\_

**Changes to Telework Arrangement – applies to all telework arrangements.**

Employees who telework must be available to work at the traditional worksite during telework days if necessitated by work requirements. Requests by the employee to change the scheduled telework day in a particular week or biweekly pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements.

A permanent change in the telework arrangement requires a new Telework Agreement.

**Home-Based Telework – applies to all home-based telework arrangements.**

It is the responsibility of the employee to ensure that a proper work environment is maintained while teleworking.

Home-based teleworkers must complete and sign a safety checklist that proclaims any home worksite safe to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit access to the home worksite by agency representatives as required, during normal working hours, to repair or maintain Government-furnished equipment, and to ensure compliance with the terms of this telework agreement. By signing the safety checklist, the employee agrees to submit to a safety inspection of the home telework site during regular work hours, at the discretion of DHRA and subject to advance notification.

For home-based telework arrangements, the employee is required to designate one area in the home as the official work or office area that is suitable for the performance of official Government business. The Government's potential exposure to liability is restricted to this official work or office area for the purposes of telework.

The employee acknowledges that telework is not a substitute for dependent care.

The Government is not responsible for any operating costs that are associated with the employee using his or her personal residence as an alternative worksite, including home maintenance, insurance, or utilities.

**Official Duty Station – applies to all telework arrangements.**

The employee's official duty station for such purposes as special salary rates, locality pay adjustments, and travel is \_\_\_\_\_. The official duty station corresponds to that found on the most recent Notification of Personnel Action.

**Time and Attendance, Work Performance, and Overtime – applies to all telework arrangements.**

Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite. The employee agrees to follow established office practices, regulations, and law for requesting and obtaining approval of leave.

The employee and supervisor agree to exercise good communications skills and to work cooperatively. The employee agrees to complete all assigned work satisfactorily, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.

The employee agrees to work overtime only when ordered and approved by the supervisor in advance. Employees who work overtime without such prior approval may be subject to administrative or disciplinary action.

**Security and Equipment – applies to all telework arrangements.**

The employee is responsible for the security of all official data, protection of any Government-furnished equipment and property, and carrying out the mission of DoD at the alternative worksite. The employee agrees to follow all existing security policies and procedures, protect DoD and DHRA records from unauthorized disclosure or damage, and to comply with the provisions of the Privacy Act of 1974, Public Law 93-579, codified at section 552a, title 5, United States Code.

No classified documents (hard copy or electronic) may be taken to an employee's alternative worksite. For regular and recurring telework, sensitive unclassified material, including Privacy Act and For Official Use Only data, may only be used by teleworkers provided with Government-furnished equipment.

Government-furnished equipment must be used only for official duties. Family members and friends of teleworkers are not authorized to use any Government furnished equipment.

Where the employee has been approved by the Designated Approving Authority (DAA) to use personally owned computers and equipment for telework on non-sensitive unclassified data, remote access software must not be loaded onto employee's personal computers for official purposes. The employee is responsible for the installation, repair, and maintenance of all personally-owned equipment.

DHRA is responsible for the maintenance of all Government-furnished equipment. The employee may be required to bring such equipment into the office for maintenance. The employee must return all DHRA-furnished equipment and materials to DHRA at the conclusion of telework arrangements or at DHRA request.

**Liability and Injury Compensation – applies to all telework arrangements.**

The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act. The employee is covered by the Federal Employees Compensation Act (FECA) if he/she sustains an injury or occupational illness while in the performance of duty. "Performance of duty" in a telework context is limited to those occasions when the employee is actually engaged in official Government business. 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.

**Alternative Worksite Expenses – applies to all telework arrangements.**

The employee understands that the Government will not be liable for damages to the employee's personal or real property while the employee is working at an approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

**Standards of Conduct – applies to all telework arrangements.**

The employee acknowledges that he/she continues to be bound by the Department of Defense standards of conduct while working at the alternative worksite and using Government-furnished equipment.

**Mileage Savings – complete ONLY for regular and recurring telework.**

The employee estimates that the telework arrangement will result in a reduction of approximately \_\_\_\_\_ miles traveled in commuting per week.

**Termination of the Telework Agreement – applies to all telework arrangements.**

This telework agreement can be terminated by either the employee or the supervisor by giving advance written notice.

**Other Action – applies to all telework arrangements.**

Nothing in this agreement precludes DHRA from taking any appropriate disciplinary, adverse, or other appropriate administrative action against the employee if he or she fails to comply with the provisions of this agreement.

**Date of Commencement – applies to all telework arrangements.**

The telework arrangement covered by this Agreement will commence on: \_\_\_\_\_  
Date

**Signatures:**

\_\_\_\_\_  
Employee (required) Date

\_\_\_\_\_  
Supervisor (required) Date

\_\_\_\_\_  
Division Chief (required) Date

\_\_\_\_\_  
Director/Deputy Director (required for regular and recurring telework of more than 1 day per pay period) Date

This Telework Agreement meets the requirements of DoD, DHRA, and (insert Component Name) Telework Programs and is approved:

\_\_\_\_\_  
Date Component Telework Program Coordinator (required)

**ENCLOSURE 1-2**  
**SAFETY CHECKLIST FOR HOME-BASED TELEWORK**

**Employee Name:** \_\_\_\_\_

**Title, Series, Grade:** \_\_\_\_\_

**Organization/Division:** \_\_\_\_\_

**Home-Based Alternative Worksite**

Street Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Phone Number, including area code: \_\_\_\_\_

Fax Number, including area code: \_\_\_\_\_

Single Designated Work Area: \_\_\_\_\_

**Purpose of Checklist**

The employee is eligible to telework under the DoD DHRA Telework Program and has requested to telework at the home work area identified above and on the accompanying Telework Agreement. Prior to beginning telework, the employee must complete this Safety Checklist for Home-Based Telework and submit it to his or her supervisor. The checklist is designed to assess the overall safety of the designated home work area for the performance of official Government business. By completing the checklist, the employee is certifying the safe condition of the designated home work area. The employee is responsible for informing his or her supervisor of any significant change in any of the items identified below.

**Workplace Environment**

- |           |       |   |
|-----------|-------|---|
| 1. Yes___ | No___ | Is the work area free of asbestos-containing material?  |
| 2. Yes___ | No___ | If asbestos-containing material is present, is it undamaged and in good condition?            |
| 3. Yes___ | No___ | Is the work area free of indoor air quality problems?   |
| 4. Yes___ | No___ | Is the work area free of noise hazards?   |
| 5. Yes___ | No___ | Is adequate ventilation present for the desired occupancy?                                    |
| 6. Yes___ | No___ | Are all stairs with four or more steps equipped with handrails?                               |
| 7. Yes___ | No___ | Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? |

8. Yes\_\_\_ No\_\_\_ Do circuit breakers clearly indicate if they are in the open or closed position?
9. Yes\_\_\_ No\_\_\_ Is all electrical equipment free of recognized hazards that would cause physical harm (e.g., frayed wires, bare conductors, loose wires or fixtures, exposed wires on the ceiling, walls, floor)?
10. Yes\_\_\_ No\_\_\_ Does the home's electrical system permit grounding of electrical equipment?
11. Yes\_\_\_ No\_\_\_ Does the electrical service conform to appropriate local building codes?
12. Yes\_\_\_ No\_\_\_ Are aisles, doorways, and corners free of obstructions to permit visibility and movement?
13. Yes\_\_\_ No\_\_\_ Are file cabinets and storage containers arranged so drawers and doors do not open into walkways?
14. Yes\_\_\_ No\_\_\_ Do chairs have any loose casters (wheels)?
15. Yes\_\_\_ No\_\_\_ Are the rungs and legs of the chairs sturdy?
16. Yes\_\_\_ No\_\_\_ Are the phone lines, electrical cords, and extension wires secured under a desk or along a baseboard?
17. Yes\_\_\_ No\_\_\_ Is the office space neat, clean, and free of excessive amounts of combustibles?
18. Yes\_\_\_ No\_\_\_ Are floor surfaces clean, dry, level, and free of worn seams?
19. Yes\_\_\_ No\_\_\_ Are carpets well secured to the floor and free of frayed or worn seams?
20. Yes\_\_\_ No\_\_\_ Is there sufficient light for reading?
21. Yes\_\_\_ No\_\_\_ Does the work area contain a desk or other appropriate work surface?

### **Computer Workstation (if applicable)**

22. Yes\_\_\_ No\_\_\_ Is your chair adjustable?
23. Yes\_\_\_ No\_\_\_ Do you know how to adjust your chair?
24. Yes\_\_\_ No\_\_\_ Is your back adequately supported by a backrest?
25. Yes\_\_\_ No\_\_\_ Are your feet on the floor or fully supported by a footrest?
26. Yes\_\_\_ No\_\_\_ Are you satisfied with the placement of your visual display terminal (VDT) and keyboard?
27. Yes\_\_\_ No\_\_\_ Is the VDT screen free from noticeable glare?
28. Yes\_\_\_ No\_\_\_ Is the top of the VDT screen at eye level?
29. Yes\_\_\_ No\_\_\_ Is it easy to read text on your screen?
30. Yes\_\_\_ No\_\_\_ Do you have enough leg room at your desk?
31. Yes\_\_\_ No\_\_\_ When keying, are your forearms close to being parallel to the floor?
32. Yes\_\_\_ No\_\_\_ When keying, are your wrists fairly straight (in line with your forearms)?
33. Yes\_\_\_ No\_\_\_ While not keying, is there space to rest your arms?
34. Yes\_\_\_ No\_\_\_ Is computer-related equipment connected to a surge protector?
35. Yes\_\_\_ No\_\_\_ Does the computer workstation contain space for storage of files?

**Physical Security**

36. Yes\_\_\_ No\_\_\_  
37. Yes\_\_\_ No\_\_\_

Do all exterior doors and windows have adequate locking devices?  
Is there a lockable file cabinet or container available to store Government documents?

**Hardware Security**

38. Yes\_\_\_ No\_\_\_  
39. Yes\_\_\_ No\_\_\_

Is the VDT screen positioned so that unauthorized persons cannot view the screen?  
Are there adequate environmental controls so as to safeguard equipment from extreme temperatures and humidity?

**Data Security**

34. Yes\_\_\_ No\_\_\_  
41. Yes\_\_\_ No\_\_\_

Can others gain access to the computer from other systems (e.g., via the Internet dial-up)?  
Are the computer and removable media (e.g., diskettes) adequately protected from unauthorized access?

**Signatures**

\_\_\_\_\_  
Date                      Employee                      Date                      Supervisor

NOTE: Employee must inform the supervisor of any significant change in the conditions of the workspace.