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Missouri National Guard  
Office of the Adjutant General  
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Missouri National Guard

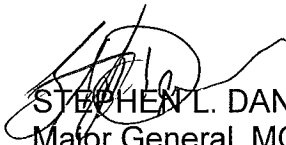
## **MISSOURI NATIONAL GUARD TELEWORK POLICY**

**Summary.** This policy establishes procedures and provides information on telework for Missouri National Guard Title 5 and Title 32 National Guard employees and technicians and Active Guard Reserve (AGR) employees. Where provisions of this plan differ from the negotiated labor/management agreement, the provisions of the negotiated agreement will apply for bargaining unit members.

**Applicability.** This policy is applicable to Missouri National Guard Title 5 and Title 32 National Guard employees and technicians and Active Guard Reserve (AGR), henceforth referred to as "employee". The use of either masculine or feminine pronouns is intended to include both genders.

**Interim Changes.** Interim changes are not official unless they are authenticated by the Human Resources Officer and the Adjutant. Users will destroy interim changes on their expiration dates unless sooner superseded or rescinded.

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STEPHEN L. DANNER  
Major General, MONG  
The Adjutant General

## MISSOURI NATIONAL GUARD TELEWORK POLICY

### 1. References:

- (a) Title 5, United States Code Sections 6501-6506
- (b) Office of Personnel Management (OPM) Guide to Telework in the Federal Government, April 2011
- (c) DoDI 1305.01, 4 April 2012, Telework Policy for the Department of Defense

2. The Department of Defense implemented the legal requirement for executive agencies to establish policies under which civilian and military employees may participate in teleworking, without diminished employee performance. This requirement is fulfilled with this telework policy, which will be implemented in accordance with all applicable laws and regulations.

3. Telework is not an employee entitlement and does not change employment terms and/or conditions. The telework arrangements can be terminated, at will, by either the employee or management.

### 4. Situational telework may be approved under the following conditions:

- a. Office closure due to adverse or inclement weather for an extended period.
- b. Extended loss of facility due to fire, flood, power outage, or other significant degradation.
- c. Pandemic health crisis.
- d. Extended disabling illness or injury.
- e. Special project requiring absence from the normal duty location.
- f. Personal hardship.

5. When an employee is considering requesting a teleworking schedule, they will take into account the following guidelines.

- a. Employees who work with classified information on a daily basis must telework from a secure site and will only be allowed to do so on a case-by-case basis.
- b. Employees who have daily, hands-on contact with equipment and machines will only telework to the extent necessary to accomplish related paperwork.

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- c. Employees whose performance appraisal was below fully successful or do not have a current appraisal will not be allowed to telework.
  - d. Employees whose performance, attendance, or conduct warrants more close supervisory direction than telework may provide will not be allowed to telework.
  - e. Telework is not a substitute for adequate dependent care. At no time will an employee provide childcare or any other dependent care while performing official duties.
6. Telework is not to be scheduled outside existing hours of duty or outside the employee's approved work schedule. Time spent in a telework status must be accounted for and reported in the approved time and attendance systems, i.e. Automated Time, Attendance and Production System (ATAAPS) or Defense Civilian Payroll System (DCPS). Codes include TS (situational telework) and TM (medical telework). All work performed by AGRs should be tracked by the supervisor.
7. Situational telework schedules will include a start and end date. The employee will resume their normal schedule at the conclusion of the situational telework agreement.
8. Request Process. Employees will need to provide a justification for telework as well as a detailed outline of the work that will need to be accomplished, how the employee will remain productive, a description of the alternative work site, and how communication will be maintained with the supervisor on the DD Form 2946. This request will be turned in to the employee's immediate supervisor for review by his/her supervisory chain. If the supervisory chain is in agreement with the request, it will be forwarded to the Director of Human Resources for final approval. Supervisors and HR-Labor Relations will maintain the denied or approved DD Form 2946s. HRO-LR will periodically provide a roster of telework agreements currently in place to the Director of Staff, Air, and the Chief of Staff, Army.
9. All supervisors and employees utilizing telework must participate in telework training prior to entering into an agreement. Training is available through HR University at <http://hru.gov> for both employees and supervisors. The respective courses are Telework Fundamentals - Employee Training and Telework Fundamentals – Manager Training.
10. The Missouri National Guard is not responsible for any operating costs associated with the employee using his or her home as an alternate worksite. This includes, but is not limited to, home maintenance, insurance, internet connectivity, utilities, and/or home or cellular phone reimbursement. The employee must also acknowledge and agree that

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the Missouri National Guard will not be liable for damages to an employee's personal or real property, while the employee is working at the approved alternative workplace.

11. Due to the sensitive nature of the guard mission, work accomplished in an alternate location must be done so on a secure environment and Missouri National Guard issued hardware. A Virtual Private Network (VPN) must be used to ensure a secure connection. This VPN may be used in connection with any other private or public network server. Personal laptops may not be used to telework, and all personnel must have a Missouri National Guard issued computer to be eligible for the telework program.

12. Employees who are approved for telework must acknowledge and agree that they are responsible for a safe and healthy alternative workplace. In addition, the employee must acknowledge and agree that he/she is covered under the Federal Employee's Compensation Act, only if injured in the course of actually performing official duties at the approved alternative workplace. The employee must notify his/her supervisor immediately of any accident or injury that occurs at the alternative workplace and complete any required forms. The supervisor will investigate such a report and, if deemed necessary, arrange an on-site investigation. The Missouri National Guard will not be liable for accidents that occur outside of the specific work area in the home.

13. Questions concerning this policy may be directed to the Human Resources Labor Relations Specialist at (573) 638-9500, ext. 37148.

DEPARTMENT OF DEFENSE  
TELEWORK AGREEMENT

PRIVACY ACT STATEMENT

**AUTHORITY:** 10 U.S.C. 113, Secretary of Defense; DoD Instruction 1035.01, Telework Policy.

**PRINCIPAL PURPOSE(S):** Information is collected to register individuals as participants in the DoD alternative workplace program; to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities.

**ROUTINE USE(S):** None.

**DISCLOSURE:** Voluntary; however, failure to provide the requested information may result in your inability to be a participant in the telework program.

TERMS OF TELEWORK AGREEMENT

The terms of this agreement must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at <http://www.dtic.mil/whs/directives/> or on the Civilian Personnel Management Service Web Site at [www.cpmc.osd.mil](http://www.cpmc.osd.mil) and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

1. Work schedules and hours of duty may be modified as necessary, but are subject to local management procedures and approval and/or collective bargaining agreement requirements. A copy of the employee's approved work schedule should be kept on file with the signed telework agreement. In emergency situations (as indicated in Section I, Block 12 of the telework agreement), the teleworker's work hours may be subject to change. Emergency schedules will be set based on mission needs.

2. If the employee reports to the regular worksite at least twice per pay period, the regular worksite is the official worksite as defined in part 531.605, subpart F of title 5, Code of Federal Regulations.

3. If the employee does not report to the regular worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. Exceptions to the twice each biweekly pay period requirement may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation).

4. All pay (to include locality pay or local market supplement), leave, and travel entitlements are based on the employee's official worksite as documented on a Notice of Personnel Action.

5. Prior to signing this Telework Agreement, the supervisor and employee will discuss:

- a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications);
- b. Safety, technology and equipment requirements; and
- c. Performance expectations.

6. Employee will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, or Sunday work) unless he or she receives permission from the supervisor. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.

7. If designated employee (as indicated in Section I, Block 12 of this agreement) is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. Supervisors may, on a case-by-case basis, administratively excuse the designated teleworker from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site. To the extent practicable, managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.

8. Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled in accordance with established policy and/or collective bargaining agreements, if applicable.

9. If the employee uses Government-furnished equipment (GFE), the employee will use and protect the equipment in accordance with the DoD Component's procedures. GFE will be serviced and maintained by the Government.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. **No classified documents (hard copy or electronic) may be taken to, or created at, an employee's alternative worksite.** If classified telework is authorized at an approved alternative secure location, teleworkers must comply with the procedures established by DoD 5200.01-R and the DoD Component regarding such work. **For Official Use Only (FOUO) and controlled unclassified information (CUI) data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations.**

12. When CUI including competition sensitive or source selection data is authorized for use at the telework location, criteria for the proper encryption and safeguarding of such information and data must be consistent with Enclosure 3, subparagraphs 3.f. (1) through (3) of DoDI 1035.01, Telework Policy. Component specific instructions must be included in the space allowed for Component specific comments or cite the appropriate Component references that contain these instructions.

13. The supervisor will determine how frequently, if at all, backup copies of data onto network drives or removable disks must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for the Government, as provided by statute and implementing regulations and as articulated in this agreement. (Approved authorizations are filed with this agreement.)

15. **The employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of title 5, United States Code.** The use of personal email accounts for transmission of Personally Identifiable information (PII) is strictly prohibited. PII may only be emailed between government email accounts and must be encrypted and digitally signed.

16. The DoD Component may inspect the home worksite, by appointment only, if the DoD Component has reason to suspect that safety standards are not being met and GFE is not being properly maintained.

17. The DoD Component will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence.

18. The DoD Component is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

**TERMS OF TELEWORK AGREEMENT** *(Continued)*

19. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official alternative worksite. Employees paid from nonappropriated funds are covered under the Longshore and Harbor Workers' Compensation Act. Any accident or injury occurring at the alternative workplace must be brought to the immediate attention of the supervisors who will investigate all reports as soon as practical following notification.

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

21. The employee acknowledges that telework is a discretionary alternative workplace arrangement. The employee may be required to work at the regular worksite on scheduled telework day(s) if necessary to accomplish the mission.

22. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance or conduct not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

23. The employee continues to be covered by DoD Component standards of conduct while working at the alternative worksite.

24. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

25. DoD Component-specific conditions may be included below.

**COMPONENT-SPECIFIC TERMS AND CONDITIONS**



**SECTION II - SAFETY CHECKLIST**

SAFETY FEATURE <span style="float: right;">(X)</span>	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office.		
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).		
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).		
4. Office (including doorways) is free of obstructions to permit visibility and movement.		
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.		
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.		
7. If material containing asbestos is present, it is in good condition.		
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.		

I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.

9. EMPLOYEE SIGNATURE	10. DATE (YYYYMMDD)
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**SECTION III - TECHNOLOGY/EQUIPMENT CHECKLIST**

(1) TECHNOLOGY/EQUIPMENT <i>(Indicate all that apply)</i>	(2) REQUIREMENT <i>(Y or N)</i>	(3) OWNERSHIP: AGENCY OR PERSONAL <i>(A or P)</i>	(4) REIMBURSEMENT BY COMPONENT <i>(Y or N)</i>
<b>1. COMPUTER EQUIPMENT</b>			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER:			
<b>2. ACCESS</b>			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER:			
<b>3. CONNECTIVITY</b>			
a. DIAL-IN			
b. BROADBAND			
<b>4. REQUIRED ACCESS CAPABILITIES</b>			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
<b>5. OTHER EQUIPMENT/SUPPLIES</b>			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER:			
<b>6. SUPERVISOR'S SIGNATURE</b>			<b>7. DATE (YYYYMMDD)</b>
<b>8. EMPLOYEE SIGNATURE</b>			<b>9. DATE (YYYYMMDD)</b>

**SECTION IV - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION**

*(Complete this section when the telework agreement is cancelled.)*

1. CANCELLATION DATE (YYYYMMDD)

2. INITIATED BY (X one)

EMPLOYEE

MANAGEMENT

3. REASON(S) FOR CANCELLATION

4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED  
LIST PROPERTY AND DATE OF RETURN:

YES

NO

5. SUPERVISOR'S SIGNATURE

6. DATE (YYYYMMDD)

7. EMPLOYEE SIGNATURE

8. DATE (YYYYMMDD)