

**INFORMATION ON TELEWORK FOR NFFE BUES  
UNDER DR 4080-811-02 AND MOU OF 9/21/2018**

*Prepared by the Management and Union bargaining teams 10/2/2018*

All provisions of the DR (and FAQ guidance) apply except where they conflict with provisions in the MOU. When there is a conflict, follow the MOU.

**The following topics are specifically addressed in the MOU:**

- **Virtual employees hired or assigned into virtual positions before December 6, 2016**, when the Master Agreement required that they be identified as virtual on organizational charts and SF-50s. An employee who believes they should be considered as “virtual” must submit a written request for review to the first-line supervisor no later than October 22, 2018. If the employee is found to be virtual, the Telework DR does not apply. *For further information on requirements and procedures, see FAQ, Q4, and MOU, Paragraph 2.*

As used in the MOU, “virtual employee” generally refers to an employee who does not have a regular office in an agency facility but instead works from home 100 percent of the time, and their home is their official duty station.”
- **How an employee may request conversion to virtual status.** Except where Reasonable Accommodation is involved, the employee will follow the provisions of the Master Agreement at Article 4.14 Requests for Reassignment or Article 42 Personal Hardship. *For further information on requirements and procedures, see MOU, Paragraph 3.*
- **How an employee may request to work out of an alternate Forest Service office.** The alternate office must be owned/leased by the agency or one of its partners/cooperating agencies. This does not include an employee’s personal residence or other location used primarily for the employee’s convenience. *For further information on requirements and procedures, see FAQ, Q2, Q11, and MOU, Paragraph 4.*
- **How an employee may request to work more than two days per pay period to address space availability restrictions.** Procedures should be developed in collaboration with the Union at the appropriate level, under Article 8.3 of the Master Agreement. *For further information on requirements and procedures, see DR, Section 4.e.(1), and MOU, Paragraph 5.*
- **How an employee may assert that a promise of more frequent telework was a condition of the employee’s acceptance of the position.** An employee who claims teleworking more than one day per week/two days per pay period was a condition of acceptance at the time of employment may assert that claim no later than October 22, 2018. If the agency determines the existence of a valid agreement, it will be honored unless inconsistent with law, rule, or government-wide regulation. This does not apply to arrangements that may have been made after the employee accepted the position. *For further information on requirements and procedures, see MOU, Paragraph 6.*
- **How employees on Flexible Work Schedules may telework up to 12 hours per workweek, with supervisory approval.** This provision was negotiated with the union and approved by USDA. Its intent is to address employees’ work-life balance on a more regular and frequent basis than emergencies or exigent circumstances. Examples of the application of this provision are provided below. *For further information on requirements and procedures, see DR, Sections 4.e., 5.a.(4); FAQ, Q1, Q10; and MOU, Paragraph 7.*

For example, the Forest Service has duty stations across the country. Many are in major urban areas like Washington and Atlanta, but many others are in isolated, rural areas of the South, West, and even Alaska. In either setting, affordable housing is often scarce, commuting times are often long, and childcare facilities are often limited and expensive. Many employees have relocated for their duty assignments and do not have family members nearby for assistance. Teleworking for portions of the workday enables employees to accomplish productive work for the Agency while accommodating their personal needs.

### **Appropriate Uses of the MOU, Paragraph 7**

The terms and conditions of Paragraph 7 are broken out as follows:

1. A NFFE Bargaining-Unit Employee (BUS Code 2009)
2. On a Flexible Work Schedule (Maxiflex, Variable Day, Variable Week, or Gliding)
3. On days when the employee works the majority of hours in the office
4. With supervisory approval
5. May also telework additional hours (to meet the 80-hour basic work requirement or to earn credit hours when authorized)
6. As long as the employee does not work more than 12 hours in any work week (except in exigent circumstances).

The following are just two, non-exclusive examples to illustrate how this provision may be applied in a way that is beneficial to both the agency and the employee:

- An employee provides service to internal and external customers across multiple time zones, from the East Coast to Alaska and Hawaii. Normal business hours for those customers vary widely, so the servicing employee regularly attends teleconferences or makes phone calls before or after the employee's own normal business hours. If on a flexible work schedule with a telework agreement, the employee may be able to meet this need without early morning, late evening, or multiple commutes into the office, thus benefitting both the agency and the employee.
- An employee is a parent who relies on daycare. The daycare center opens at 9 a.m., and closes at 5 p.m. With commuting time and the requirement of a 30-minute unpaid lunch, that typically results in less than seven hours of work in the office every day. If on a flexible work schedule with a telework agreement, the employee may be able to work at home in the morning before the child gets up or in the evening after the child's bedtime, thus providing productive work for the agency while meeting the employee's parental responsibilities.

This provision still allows supervisors to exercise discretion to authorize such employees to exceed the 12 hour limit for the workweek in *infrequent, exigent circumstances*, such as sick child who must be picked up from school early or a plumbing leak at home that requires immediate attention. *See FAQ, Q5.*

As used in the MOU, "exigent circumstances" refers to unusual, unscheduled, time-sensitive matters that may arise.

### **Unscheduled/Situational/Ad hoc Telework**

An unscheduled/situational/*ad hoc* telework agreement, with prior supervisory approval, may enable an employee to maintain productivity during short-term situations, such as exposure to an infectious disease, a brief illness or injury, waiting at home for a plumber or insurance adjustor, special work projects that may be completed away from office

distractions, or similar situations that occur from time to time. Because employees on unscheduled/situational telework agreements will be expected to telework in the event of an office closure due to weather or other hazardous conditions, they should be allowed to telework often enough to ensure telework readiness. However, unscheduled/situational telework agreements are not to be used for regular, recurring telework, or to avoid the requirements for regular telework agreements.

*As a reminder, all provisions of the DR (and FAQ guidance) apply except where they conflict with provisions in the MOU. When there is a conflict, follow the MOU.*

*The previously issued telework FAQs will be revised to comply with the MOU.*

*As situations arise that need further clarification, Management and the Union will provide supplemental information.*