

U.S. OFFICE OF GOVERNMENT ETHICS TELEWORK POLICY

I. PURPOSE

This policy establishes guidance on telework for employees of the U.S. Office of Government Ethics (OGE). Telework allows staff to work from a location other than OGE's headquarters to accomplish mission work. Participation in telework is not an employee right, but may be allowed when it is reasonable and practical to do so and when OGE's operational needs will not be adversely affected. All requests to participate in telework will be reviewed for compliance with position eligibility, program requirements, and the needs of OGE, and will be a factor in determining the allocation of OGE's office space, including whether the employee will have a dedicated workspace.

II. AUTHORITIES

Telework Enhancement Act of 2010 (Public Law 111-292)
 OPM 2021 *Guide to Telework and Remote Work in the Federal Government*
 5 U.S.C. 6501- 6506, *Telework*
 5 CFR 531.605, *Determining an employee's official worksite*
 5 CFR, Part 531, subpart F, *Locality-based comparability payments*
 U.S. Office of Personnel Management (OPM) guidance on *Washington, DC, Area Dismissal and Closure Procedures*, dated December 2015
 OPM Memorandum to Chief Human Capital Officers on *Issuance of Weather and Safety Leave Regulations*, dated April 10, 2018

III. DEFINITIONS

ALTERNATE WORKSITE - The employee's residence or another location other than the employee's official duty station/agency worksite that has been approved by the approving official for the performance of the employee's official duties. For purposes of telework, the alternate worksite is considered an official Government worksite.

OFFICIAL DUTY STATION/AGENCY WORKSITE - The location of an employee's position of record where the employee regularly performs his or her official duties. For non-remote OGE employees, the official duty station/agency worksite for all positions is OGE's headquarters office located at 1201 New York Avenue, N.W., Suite 500, Washington, D.C.

TELEWORK - A work flexibility arrangement under which an employee performs the duties and responsibilities of the employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

TELEWORK AGREEMENT - A written agreement between an employee and the

first-level supervisor, required for all types of telework arrangements, that outlines the terms and conditions under which the employee may perform work at an alternative worksite.

TELEWORK-ELIGIBLE EMPLOYEE - All employees are considered eligible to telework unless: (1) the employee is required, on a daily basis, to directly handle classified materials; (2) the employee's position requires, on a daily basis, an on-site activity or face-to-face personal contacts that cannot be handled remotely or at an alternative worksite; (3) the employee is not in a telework eligible position; (4) the employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year (5 U.S.C. § 6502(a)(2)(A)) (there are no exceptions); (5) the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (5 U.S.C. § 6502(a)(2)(B)) (there are no exceptions); or (6) the employee's performance does not meet the supervisor's expectations or comply with the terms of the employee's performance standards or other written agreement between the supervisor and the employee (5 U.S.C. § 6502(b)(3)).

TELEWORK-ELIGIBLE POSITION - An OGE position is a telework eligible position where a portion of the duties can be performed away from the office while still meeting the agency's operational needs. The Director, Chief of Staff, and Division heads, in consultation with Branch Chiefs, have the authority to designate whether a position is telework eligible.

TELEWORK-READY EMPLOYEE - An eligible employee who occupies a telework eligible position, has completed an interactive telework training program prior to signing a written telework agreement with a supervisor (Appendix A) and a safety checklist (Appendix B), and has the required resources to work for the approved period of telework.

IV. POLICY

OGE provides eligible employees who work in telework eligible positions the opportunity to work at alternative worksites when such work supports the accomplishment of OGE's mission. OGE uses telework as a key element of its Continuity of Operations Plan (COOP) to ensure that OGE functions smoothly in times of emergency, disasters, or inclement weather. The COOP will supersede any telework policy during a COOP event. Employees must comply with all telework requirements and continue to be bound by the Standards of Ethical Conduct for Employees of the Executive Branch and all relevant OGE policies while working at an alternate worksite and/or using Government-furnished equipment. OGE will consult, as needed, with OPM for telework-related policy guidance in various areas such performance management, pay and leave, recruitment, and retention, etc.

V. TYPES OF TELEWORK

OGE offers two types of telework arrangements: routine and situational/episodic. The supervisor's determination of which kind of telework arrangement to approve and the number of days to approve is based on the requesting employee's job duties and the agency's mission requirements. Requests are approved on a case-by-case basis.

A. **ROUTINE TELEWORK** – Routine telework means an approved work schedule where eligible employees regularly work on a recurring basis at least one day and up to eight days per biweekly pay period at an alternative worksite. In other words, eligible employees participating in routine telework must report to the official duty station/agency worksite at least two days per biweekly pay period. Division heads and Branch Chiefs may limit the maximum number of days that their employees are eligible to telework. An employee's participation in an alternative work schedule is a factor in determining the number of telework days that will be granted. In addition, the number of days per pay period that an employee is scheduled to work at the official duty station/agency worksite may be a factor in the amount of office space allocated to the employee and may result in the employee being required to share office space.

- 1) Employees who are approved for routine telework must be available to work at the official duty station/agency worksite on telework days if necessitated by operational requirements.
- 2) Routine telework days must be scheduled in advance, and may not be substituted, including as a result of a Federal holiday, without advance approval of the supervisor unless impracticable. The supervisor may grant changes to an employee's routine telework schedule if such approval is consistent with the employee's job duties and the agency's mission requirements.

B. **SITUATIONAL/EPISODIC TELEWORK** – Situational/episodic telework means approved telework performed at an alternative worksite on an occasional, non-routine, one-time, or irregular basis. Employees may use this type of telework, for example, during hazardous weather, potential emergency situations (e.g., emergency home repair), or to implement OGE's plans for COOP, including when OPM determines that federal offices are open, but federal employees are permitted to perform "Unscheduled Telework" or use the option of "Unscheduled Leave." Other situations in which an employee may be approved for situational telework include, but are not limited to, when the employee has a short-term need for uninterrupted time to complete work on a complex project, or the employee is recovering from an illness or injury and is unable to physically report to the agency worksite but is able to perform work. Situational/episodic telework must be scheduled and approved in advance to the extent practicable. Employees that participate in situational/episodic telework are deemed to be telework-ready for any purpose.

C. **UNSCHEDULED TELEWORK** – A specific form of situational or ad-hoc

telework. Employees are encouraged to consult the OPM publication *Government-wide Dismissal and Closure Procedures*, for answers to questions about “unscheduled telework” during dismissal and closure situations.

VI. TELEWORK REQUIREMENTS

A. TELEWORK AGREEMENT AND SAFETY CHECKLIST

- 1) All eligible employees who wish to telework on a routine or a situational/episodic basis are required to sign a telework agreement (Appendix A) prior to beginning to telework.
- 2) All eligible employees who wish to telework on a routine or a situational/episodic basis at an alternative worksite must sign a safety checklist (Appendix B) prior to beginning to telework.
 - a) Telework employees are responsible to ensure that the alternative work environment is conducive to productivity, comfort, safety, and health.
 - b) Telework employees working at home are required to designate one area in the home as the official work station. The Government’s potential exposure to liability is restricted to this official work station for the purposes of telework and the Occupational Safety and Health Administration rules continue to govern Federal employee workplace safety.
 - c) Telework employees must notify their supervisor immediately of any accident or injury at the alternative worksite and provide details of the accident or injury.
 - d) Telework employees who are directly engaged in performing the duties of their jobs are covered by the Federal Employees’ Compensation Act.
- 3) Once a telework eligible employee who works in a telework eligible position has signed a telework agreement and the safety checklist, the employee becomes a telework-ready employee. A new telework agreement and safety checklist must be completed and approved each time an employee requests to work from a different alternate worksite, even if the move is temporary.
- 4) The supervisor and employee shall review the telework agreement at least once a year, revise it when appropriate, and re-validate it.

B. ASSIGNED WORK AND ACCOUNTABILITY

- 1) Telework employees are required to satisfactorily complete all assigned work and be fully accessible and available to perform work and receive assignments. Telework employees are expected to:

- a) Record their telework status on their branch's and/or division's respective shared calendars and in the timekeeping system,
 - b) Forward their OGE phone number to their alternate worksite,
 - c) Check for and promptly respond to phone calls and voicemail messages,
 - d) Check for and promptly respond to email messages, and
 - e) For the purposes of this policy, employees are generally expected to return calls and emails from their supervisors as soon as practicable, but no more than one hour from receipt, unless special circumstances exist or the employee's immediate supervisor determines that a shorter response period is necessary for operational reasons. Special circumstances could include the employee's participation in previously scheduled and calendared training or meetings/phone calls that exceed one hour or that unexpectedly last beyond their scheduled timeframes. To this end, employees should ensure that all appropriate calendars are kept up-to-date to reflect all training, meetings, and other appointments.
- 2) Telework employees are required to speak/meet with their supervisor to receive assignments and to review completed work as necessary or appropriate. Performance evaluation requirements, performance elements and standards for telework employees will not differ from employees who do not telework.
- a) Telework employees must maintain the same level of productivity and work quality while teleworking as while working at their official duty station. If productivity and/or work quality begin to decline, the employee's supervisor will reevaluate the telework agreement to determine whether changes are necessary or if the agreement should be terminated.
- 3) Telework employees must perform their work during the established work hours agreed to by the employee and supervisor in the telework agreement. Telework employees must be reachable during these agreed upon work hours. 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 official duty station/agency worksite. For example, an employee who becomes ill on a day when they are scheduled to telework is required to submit a sick leave request to cover any period when they are unable to work because of illness.
- 4) Telework employees may be required to return to the agency worksite on scheduled telework days based on operational requirement (e.g., to attend a specific meeting).
- 5) Nothing in this policy limits a supervisor's ability to implement requirements

to ensure employee productivity and accountability (e.g., requests for telework employees to provide a list of daily planned work/daily completed work for each telework day).

C. SECURITY AND LIABILITY

- 1) All employees, including telework employees, are required to comply with approved safeguards to protect Government agency records from unauthorized disclosure or damage.
 - a) Telework employees are responsible for ensuring that records created and/or maintained offsite comply with the requirements of the Federal Records Act, the Freedom of Information Act, the Privacy Act, and the Federal Information Security Modernization Act.
- 2) Government-owned equipment may be used only for the purposes of telework and limited use in accordance with OGE policies.
- 3) Telework employees must comply with OGE security and information technology policies and procedures.
 - a) Telework employees must ensure that adequate security measures are in place to protect Government equipment from being damaged, stolen, or accessed by unauthorized individuals. Telework employees agree to protect Government equipment in accordance with established procedures and understand that they are accountable to OGE for any Government-owned property that may be assigned to them.
- 4) Telework employees are not entitled to operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the telework employee's residence. The Government bears no liability for these costs.

D. LEAVE AND EMERGENCIES

- 1) Telework employees must follow established OGE policies and procedures for requesting leave, including obtaining supervisory approval. Compensatory time and credit hours must be approved in advance by the supervisor.
- 2) Telework employees are expected to use their time working at their alternative worksite performing official duties as if they were at their official duty station. Telework may not be used in lieu of sick or annual leave if an employee is incapacitated or otherwise not in a work status.
- 3) The alternate worksite may be unaffected by emergencies leading to the closure of or dismissal from the official duty station, e.g., weather-related

closings. Therefore, teleworking employees and telework-ready employees must continue to work at the alternate worksite until the end of their scheduled work day as long as the employee is able (e.g., no loss of power).

- a) When an emergency affects the area of the alternate worksite and the telework employee cannot perform work at home for any reason beyond his/her control, such as loss of heat or disruption of electricity, the employee must timely notify his/her supervisor.
 - b) When an early dismissal/delayed arrival is authorized by OPM for employees working at the official duty station/agency worksite, those who are teleworking from their homes or other authorized alternative worksites are not dismissed from duty for any part of the workday or authorized to have a delayed start time. Employees should timely communicate with their supervisor if the employee is unable to begin or continue teleworking due to circumstances beyond their control.
 - c) Pursuant to OPM directives, OGE cannot, in most circumstances, grant weather and safety leave to a telework employee who is able to safely perform telework at the employee's home.
- 4) When an emergency affects only the telework employee's alternate worksite in a manner that prevents the employee from performing their official duties for a major portion of the workday or a telework employee does not have a sufficient amount of work they can perform at the alternate site to complete their scheduled work hours, the employee should contact their supervisor and may be expected to report to the official duty station/agency worksite, an approved alternate telework site, or request supervisory approval of paid personal leave as applicable (e.g., annual, compensatory time, compensatory time off for travel, credit hours, etc.).

E. MODIFICATION AND TERMINATION OF AGREEMENT

- 1) A telework employee's telework agreement may be modified at any time by the employee's supervisor, based on an assessment of the employee's work performance, how the telework affects the work unit or agency's productivity, changes in the requirements of the job, or other mission reasons. The telework agreement may also be modified upon mutual agreement of the supervisor and the telework employee.
- 2) Telework agreements can be terminated at any time by either the telework employee or their supervisor.

VII. DESIGNATION OF OFFICIAL WORKSITE

Designation of the official worksite shall be established for an employee on an approved regular telework schedule on a case-by-case basis consistent with 5 CFR

531.605. The official worksite for an employee covered by a telework agreement is the location of the worksite for the employee's position (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to report physically at least twice each biweekly pay period on a regular and recurring basis to the worksite.

VIII. LOCALITY PAY

A General Schedule employee's locality rate is based on the location of the employee's "official worksite," as defined in 5 CFR 531.502 and determined under the criteria in 5 CFR 531.605. OGE must determine and designate the official worksite for pay purposes for a General Schedule employee covered by a telework or remote work agreement on a case-by-case basis using the following criteria:

- the official worksite for an employee covered by a telework agreement is the location of the agency worksite for the employee's position (the place where the employee normally reports for work on non-telework days), as long as the employee is scheduled to report physically to the agency worksite at least twice each bi-weekly pay period on a regular and recurring basis.
- the official worksite for an employee covered by a remote work agreement who is not scheduled to report at least twice each bi-weekly pay period on a regular and recurring basis to the agency worksite is the location of the remote work site (i.e., alternative worksite), except in certain temporary situations.

In certain temporary situations, such as an extended office closure or other operating status announcement, or where an evacuation order has been issued, a teleworker may be precluded from returning to the agency worksite. In such situations, OGE may continue to treat the agency worksite as the official worksite of the employee even though, during that period, the employee is working from the alternative worksite and not returning to the agency worksite at least two days per pay period. In that situation, the agency is unable to offer an agency worksite, but expects employees to return when the event has concluded. The agency may also permit an employee to telework without returning to the office twice per pay period in a situation where an employee is temporarily recovering from an injury or other medical condition but is expected to return to a normal telework schedule upon recovery.

IX. TELEWORK MANAGING OFFICER (TMO)

The Deputy Director for Compliance shall serve at the agency TMO. The TMO will advise agency leadership, handle policy development and implementation related to the telework program, act as a resource for managers and employees, serve as the primary point-of-contact for OPM on telework matters, and perform other duties as delegated by the agency Director.

APPENDICES

APPENDIX A

TELEWORK AGREEMENT

In accordance with the U.S. Office of Government Ethics Telework Policy (“Telework Policy”), the following constitutes an agreement on the terms and conditions of telework between the U.S. Office of Government Ethics (“Agency”) and (“employee”).

Voluntary Participation

The employee recognizes that the telework arrangement is not an employee benefit, but an additional method the Agency may approve to accomplish work. The employee voluntarily agrees to work at the Agency-approved alternate work site indicated in this agreement and to follow all applicable policies and procedures. Employees who are approved for routine telework must be available to work at the official duty station/agency worksite on telework days if necessitated by operational requirements.

Requirements

If the employee will be teleworking from a home office, the employee must complete the Safety Checklist (Appendix B) to ensure the home office meets the guidelines of the Telework Policy.

The Agency timekeeper will maintain the original Telework Agreement, signed by the employee and the supervisor. Copies of the signed Telework Agreement should also be maintained by the employee and the supervisor.

In addition to the signed Telework Agreement, the employee must submit an agreement electronically via the timekeeping system (i.e., webTA). Supervisors must approve the telework agreement in the timekeeping system. If the employee has telework days on their timesheet, an approved telework agreement must be in the timekeeping system in order to validate the timesheet.

Employees must submit a request for unscheduled telework (i.e., to telework on days that they are not regularly scheduled to telework) in the timekeeping system for supervisory approval.

Duty Station and Alternate Work Site

The Agency and the employee agree that the employee’s official duty station is the 1201 New York Avenue, NW location in Washington, D.C. and that the employee’s alternate work site is:

Type of Telework and Hours of Duty

- Regular/Routine
- Situational/Episodic

The employee is scheduled to telework the following days:

Week 1:

Monday Tuesday Wednesday Thursday Friday

Week 2:

Monday Tuesday Wednesday Thursday Friday

The employee's core hours on telework days:

_____ to _____

The employee is scheduled to be at the official duty station the following days:

Week 1:

Monday Tuesday Wednesday Thursday Friday

Week 2:

Monday Tuesday Wednesday Thursday Friday

The employee's core hours at the official duty station:

_____ to _____

Describe any additional or alternative work arrangement:

In the event the official duty station is closed for all or part of a workday due to weather or other emergency, the employee is to continue working in accordance with the Telework Policy. A telework-ready employee is required to telework in the event of weather or other emergency that results in an office closure regardless of whether the employee would normally be scheduled to telework that day.

Compensation and Benefits

Employee compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the telework arrangement. Teleworking employees may not work overtime or earn compensatory time without advance written approval from their supervisors.

Time and Attendance

The supervisor agrees to certify biweekly the time and attendance for hours worked at the official duty station and at the alternate work site and that those hours are consistent with the Agency's time and attendance policy. It is acknowledged that the employee may be required to work when the official duty station is closed in accordance with the Telework Policy. The employee agrees to follow established Agency procedures for requesting and obtaining approval of leave.

Official Duties

The employee agrees to use his or her time working at the alternate work site performing official duties as if at the official duty station.

Work Assignments/Performance

The employee agrees to complete all assigned work as directed by the supervisor and according to the terms of the employee's performance standards. The employee agrees to comply with any productivity and accountability requirements implemented by the supervisor. The employee understands that a decline in performance will be grounds for modifying or terminating the Telework Agreement.

Standards of Conduct/Discipline

The employee agrees he or she is bound by the Standards of Ethical Conduct for Employees of the Executive Branch while working at the alternate work site. Nothing in this agreement precludes the Agency from taking any appropriate disciplinary action against an employee who fails to comply with the provisions of this agreement or other federal regulations.

Security and Liability

The employee agrees that adequate security measures are in place to protect Government equipment from being damaged, stolen, or accessed by unauthorized individuals. The employee must receive a property pass prior to removing the equipment from the official duty station. Should that equipment require servicing, the employee is responsible for returning the equipment to the Agency for repair. The Agency is not responsible for servicing equipment belonging to the employee.

The employee understands he or she is responsible for ensuring that records created and/or maintained offsite comply with the requirements of applicable law.

The employee understands that the U.S. Government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternate work site (for example, home maintenance, insurance, additional phone lines, or utilities).

Injury

The employee understands he or she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the alternate work site. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate work site and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Termination

Supervisors and employees have the right to terminate the telework arrangement. The decision to terminate the agreement is not subject to the Agency's grievance procedure.

Specific Job Tasks

If the supervisor expects the employee to return calls and emails within a specific time, designate that time here.

If the supervisor has additional requirements to ensure employee productivity and accountability, describe them here.

If the supervisor limits telework to specific tasks, projects, or types of work, describe them here.

Employee Signature

Date

Supervisor Signature

Date

APPENDIX B

**SAFETY CHECKLIST FOR
HOME-BASED TELEWORKERS**

The following checklist is designed to help employees assess the overall safety of home-based teleworking. The Department of Labor's Occupational Safety and Health Administration (OSHA) will not conduct inspections of employees' home offices nor does OSHA hold employers liable for employees' home offices. Similarly, OSHA does not expect employers to inspect the home offices of its employees. As such, there is no requisite number of Yes (Y) versus No (N) answers on the checklist. Rather, the checklist represents a set of concerns that are applicable to an employee's residence and teleworking situation and that may be helpful in preventing injury while working at home. The checklist is to be completed by the employee and, upon completion, the employee should sign and date the checklist in the spaces provided, attach it to the request to telework, and retain a copy for his or her records.

Name: _____

Street/Alternate Duty Station Address: _____

City/State/Zip:

Official Duty Station Telephone:

Home/Alternate Duty Telephone:

Supervisor's Name: _____

Briefly describe the designated work area in the alternate duty station:

#	General	Yes	No
1	Workspace is away from noise, distractions, and is devoted to your work needs?		
2	Workspace accommodates workstation, equipment, and related material?		
3	Floors are clear and free from hazards?		
4	File drawers are not top-heavy and do not open into walkways?		
5	Phone lines and electrical cords are secured under a desk or along wall, and away from heat sources?		
6	Temperature, ventilation, and lighting are adequate?		
7	All stairs with four or more steps are equipped with handrails?		
8	Carpets are well secured to the floor and free of frayed or worn seams?		
#	Fire Safety		
9	There is a working smoke detector in the workspace area?		
10	A home multi-use fire extinguisher, which you know how to use, is readily available?		
11	Walkways, aisles and doorways are unobstructed?		
12	Workspace is kept free of trash, clutter, and flammable liquids?		
13	All radiators and portable heaters are located away from flammable items?		
14	You have an evacuation plan so you know what to do in the event of a fire?		
#	Electrical Safety		
15	Sufficient electrical outlets are accessible?		
16	Computer equipment is connected to a surge protector?		
17	Electrical system is adequate for office equipment?		
18	All electrical plugs, cords, outlets, and panels are in good condition? No exposed/damaged wiring?		
19	Equipment is placed close to electrical outlets?		
20	Extension cords and power strips are not daisy chained and no permanent extension cord is in use?		
21	Equipment is turned off when not in use?		
#	Computer Workstation		
22	Chair casters (wheels) are secure and the rungs and legs of the chair are sturdy?		
23	Chair is adjustable?		
24	Your back is adequately supported by a backrest?		
25	Your feet are on the floor or adequately supported by a footrest?		
26	You have enough leg room at your desk?		
27	There is sufficient light for reading?		
28	The computer screen is free from noticeable glare?		
29	The top of the screen is at eye level?		
30	There is space to rest the arms while not keying?		
#	Other Safety/Security Measures		
31	Files and data are secure?		
32	Materials and equipment are in a secure place that can be protected from damage and misuse?		
33	You have an inventory of all equipment in the office including serial numbers?		
34	If applicable, do you use up-to-date anti-virus software, keep virus definitions up-to-date, and run regular scans?		

Employee's Signature

Date

**U.S. OFFICE OF GOVERNMENT ETHICS
REMOTE WORK POLICY**

**PILOT PROGRAM
(July 28, 2021)**

I. PURPOSE

The purpose of this policy is to implement a pilot program of remote work for eligible employees of the U.S. Office of Government Ethics (OGE). Remote work allows staff to conduct all of their work from a location other than OGE's headquarters to accomplish mission work. Participation in remote work is not an employee right, but may be allowed when it is reasonable and practical to do so and when OGE's operational needs will not be adversely affected. All requests to participate in remote work will be reviewed for compliance with position eligibility, program requirements, and the needs of OGE, and will be a factor in determining the allocation of OGE's office space.

During the course of this pilot program, OGE will evaluate its success, effectiveness, and impact on OGE operations in order to determine whether to continue the program on a permanent basis. This evaluation will include routinely surveying all OGE employees in order to obtain their feedback regarding the perceived strengths and weaknesses of the program and its effect on their work life.

The remote work pilot program will be effective through September 2022.

II. AUTHORITY/REFERENCES

- (1) OGE Telework Policy
- (2) 5 CFR Part 531 Subpart F - Locality-based Comparability Payments
- (3) Telework.gov - The official website of the Federal Government's telework program established by the U.S. Office of Personnel Management (OPM) and the U.S. General Services Administration (GSA)
- (4) OPM's *Guide to Telework in the Federal Government*
- (5) National Institutes of Health's *Remote Work @ NIH*

III. DEFINITIONS

ALTERNATE WORKSITE - The employee's residence or another location other than the traditional worksite that has been approved for the performance of the employee's official duties. For purposes of remote work, the alternate worksite is considered the employee's official duty worksite.

OFFICIAL DUTY STATION – For purpose of remote work, the approved alternate worksite of a remote worker is the worker’s official duty station.

REMOTE WORK - A work arrangement in which the employee performs assigned official duties and other authorized activities at an approved alternate worksite, within or outside the local commuting area of the traditional worksite, on a permanent basis. Under this arrangement, the employee is not required to physically report to the traditional worksite on any frequent, regular, or recurring basis and the approved alternate worksite, for pay and other purposes, is the employee’s official worksite. (*See 5 CFR § 531.605 - Determining an employee’s official worksite.*)

REMOTE WORK ELIGIBLE EMPLOYEE – All employees are considered eligible for remote work unless: (1) the employee is not in a remote work eligible position; (2) the employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year (*See 5 U.S.C. § 6502(a)(2)(A)*) (there are no exceptions); (3) the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (*See 5 U.S.C. § 6502(a)(2)(B)*) (there are no exceptions); or (4) the employee’s performance does not meet the supervisor’s expectations or comply with the terms of the employee’s performance standards or other written agreement between the supervisor and the employee (*See 5 U.S.C. § 6502(b)(3)*). Part-time employees are not eligible for remote work.

REMOTE WORK ELIGIBLE POSITION - An OGE position is a remote work eligible position where all of the duties can be performed away from the traditional worksite while still meeting the agency’s operational needs. The Director, Chief of Staff, and Division heads, in consultation with Branch Chiefs, have the authority to designate whether a position is remote work eligible.

REMOTE WORK READY EMPLOYEE - An eligible employee who occupies a remote work eligible position who has signed a remote work agreement (Appendix A) and a safety checklist (Appendix B), and has the required resources to work remotely.

REMOTE WORK AGREEMENT - A written agreement between an employee and the first-level supervisor that outlines the terms and conditions under which the employee may perform work at the approved alternate worksite.

TRADITIONAL WORKSITE - The traditional worksite is where the employee would work absent a remote work arrangement. For OGE employees, the traditional worksite is OGE’s headquarters office located at 1201 New York Avenue, NW, Suite 500, Washington, DC

IV. POLICY

OGE provides eligible employees who work in remote work eligible positions the opportunity to conduct all of their work at alternate worksites when such work supports

the accomplishment of OGE's mission. Employees must comply with all remote work requirements and continue to be bound by the Standards of Ethical Conduct for Employees of the Executive Branch and all relevant OGE policies while working at an alternate worksite and/or using Government-furnished equipment.

V. OFFICIAL DUTY STATION

- A. The remote employee's approved alternate worksite is the employee's official duty station and may be inside or outside the local commuting area of the agency traditional worksite.¹ Employees working remotely will not have any assigned or dedicated workspace at the traditional worksite.
- B. When an employee's official duty station is changed from the traditional worksite to an alternate worksite in a permanent arrangement, an SF-50 must be completed by the OGE Human Resources Attorney (HR Attorney), in coordination with the Bureau of Fiscal Services, at the request of the employee's supervisor. Supervisors are encouraged to consult with the HR Attorney prior to finalizing the remote work agreement.
- C. Certain location-based pay entitlements (such as locality payments) are based on the employee's official duty station. As such, remote employees with alternate worksites outside of the Washington, DC, commuting area will receive the location-based pay that is applicable to their alternate worksite. This location-based pay may be less than at the traditional worksite and OGE may deny a remote work request based on location-based pay that would be higher than at the traditional worksite.
- D. Remote employees with alternate worksites outside of the local commuting area are entitled to receive travel expenses, including per-diem, for any travel they are *required* to make to the traditional worksite.
- E. OGE does not pay relocation expenses.

VI. REMOTE WORK REQUIREMENTS

A. REMOTE WORK AGREEMENT AND SAFETY CHECKLIST

- 1) All eligible employees who wish to remote work from an alternate worksite are required to sign a remote work agreement (Appendix A) prior to beginning to remote work.
- 2) All eligible employees who wish to remote work from an alternate worksite must sign a safety checklist (Appendix B) prior to beginning remote work.
 - a) Remote work employees are responsible to ensure that the alternate work environment is conducive to productivity, comfort, safety, and health.

¹ This policy is not intended to address an employee working in a foreign country. Employee requests to work for OGE in a foreign country will be addressed on a case-by-case basis outside of the provisions of this policy.

- b) Remote work employees are required to designate one area in the home as the official work station. The Government's potential exposure to liability is restricted to this official work station for the purposes of remote work and the Occupational Safety and Health Administration rules continue to govern Federal employee workplace safety.
 - c) Remote work employees must notify their supervisor immediately of any accident or injury at the alternate worksite and provide details of the accident or injury.
 - d) Remote work employees who are directly engaged in performing the duties of their jobs are covered by the Federal Employees' Compensation Act.
- 3) Once a remote work eligible employee has a completed and approved remote work agreement and safety checklist, the employee becomes a remote work ready employee. A new remote work agreement and safety checklist must be completed and approved each time an employee requests to work from a different alternate worksite, even if the move is temporary.

B. ASSIGNED WORK AND ACCOUNTABILITY

- 1) Remote work employees are required to satisfactorily complete all assigned work and be fully accessible and available to perform work and receive assignments. Remote work employees are expected to:
 - a) Record their remote work status on their branch's and/or division's respective shared calendars and in the timekeeping system.
 - b) Forward their OGE phone number to their alternate worksite.
 - c) Check for and promptly respond to phone calls and voicemail messages.
 - d) Check for and promptly respond to email messages.
 - e) Post up-to-date information on the appropriate shared agency calendars and their individual calendar indicating their availability.
 - f) For the purposes of this policy, employees are generally expected to return calls and emails from their supervisors as soon as practicable, but no more than one hour from receipt, unless special circumstances exist or the employee's immediate supervisor determines that a shorter response period is necessary for operational reasons. Special circumstances could include the employee's participation in previously scheduled and calendared training or meetings/phone calls that exceed one hour or that unexpectedly last beyond their scheduled timeframes. To this end, employees should ensure that all

appropriate calendars are kept up-to-date to reflect all training, meetings, and other appointments.

- 2) Remote work employees are required to speak with their supervisor to receive assignments and to review completed work as necessary or appropriate. Performance evaluation requirements, performance elements and standards for remote work employees will not differ from employees who do not remote work.
 - a) If employee responsiveness, productivity and/or work quality begin to decline, the employee's supervisor will reevaluate the remote work agreement to determine whether changes are necessary or if the agreement should be terminated.
- 3) Remote work employees must perform their work during the established work hours agreed to by the employee and supervisor in the remote work agreement. Remote work employees must be reachable during these agreed upon work hours. Time spent in a remote work status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite. For example, an employee who becomes ill is required to submit a sick leave request to cover any period when they are unable to work because of illness.
- 4) Nothing in this policy limits a supervisor's ability to implement requirements to ensure employee responsiveness, productivity and accountability (e.g., requests for remote work employees to provide a list of daily planned work/daily completed work.)

C. SECURITY AND LIABILITY

- 1) All employees, including remote work employees, are required to comply with approved safeguards to protect Government agency records from unauthorized disclosure or damage.
 - a) Remote work employees are responsible for ensuring that records created and/or maintained offsite comply with the requirements of the Federal Records Act, the Freedom of Information Act, the Privacy Act, and the Federal Information Security Modernization Act.
- 2) Government-owned equipment may be used only for the purposes of remote work and limited use in accordance with OGE policies.
- 3) Remote work employees must comply with OGE security and information technology policies and procedures.
 - a) Remote work employees must ensure that adequate security measures are in place to protect Government equipment from being damaged, stolen, or accessed by unauthorized individuals. Remote work employees agree to protect Government equipment in accordance with established procedures

and understand that they are accountable to OGE for any Government-owned property that may be assigned to them.

- 4) Remote employees are not entitled to operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the remote work employee's residence. The Government bears no liability for these costs.
- 5) Remote work employees who have moved outside of the DC commuting area are not entitled to moving costs associated with moving back to the DC commuting area if the remote work pilot program is discontinued or if the employee's supervisor terminates the employee's remote work agreement.

D. LEAVE AND EMERGENCIES

- 1) Remote work employees must follow established OGE policies and procedures for requesting leave, including obtaining supervisory approval. Compensatory time and credit hours must be approved in advance by the supervisor.
- 2) Remote work employees are expected to use their time working at their alternate worksite performing official duties as if they were at their official duty station.
- 3) The alternate worksite may be unaffected by emergencies leading to the closure of or dismissal from the official duty station, e.g., weather-related closings. Therefore, remote work employees must continue to work at the alternate worksite until the end of their scheduled work day as long as the employee is able (e.g., no loss of power).
- 4) When an emergency affects the area of the alternate worksite and the remote work employee cannot perform work at the alternate worksite for any reason beyond his/her control, such as loss of heat or disruption of electricity, the employee must timely notify his/her supervisor.
 - i. A remote work employee with an alternate worksite within the DC commuting area may request appropriate leave or come to the traditional worksite to work in such situations.
 - ii. A remote work employee with an alternate worksite outside the DC commuting area may request appropriate leave.
- 5) When an early dismissal/delayed arrival is authorized by OPM for employees working at the traditional worksite, those who are remote working are not dismissed from duty for any part of the workday or authorized to have a delayed start time. Employees should timely communicate with their supervisor if the employee is unable to begin or continue remote working due to circumstances beyond their control.

- 6) Pursuant to OPM directives, OGE cannot, in most circumstances, grant weather and safety leave to a remote work employee who is able to safely work from their alternate worksite. OGE will likewise not substitute weather and safety leave for other leave when an employee is unaffected by the weather/safety issue (e.g., on annual leave outside of the affected area).
- 7) When an emergency affects only the remote work employee's alternate worksite in a manner that prevents the employee from performing their official duties for a major portion of the workday or the employee does not have a sufficient amount of work they can perform at the alternate site to complete their scheduled work hours, the employee should contact their supervisor and may be able to request supervisory approval of paid personal leave as applicable (e.g., annual, compensatory time, compensatory time off for travel, credit hours, etc.).

E. MODIFICATION AND TERMINATION OF AGREEMENT

- 1) A remote work agreement for an employee with an official duty station within the DC commuting area may be modified at any time by the employee's supervisor, based on an assessment of the employee's work performance, how the remote work affects the work unit or agency's productivity, changes in the requirements of the job, or other mission reasons. The remote work agreement may also be modified upon mutual agreement of the supervisor and the telework employee.
- 2) A remote work agreement for an employee with an official duty station outside of the DC commuting area may be modified by the employee's supervisor 90 days after the supervisor has notified the employee of the planned modification, based on an assessment of the employee's work performance, how the remote work affects the work unit or agency's productivity, changes in the requirements of the job, or other mission reasons. The remote work agreement may also be modified at any time upon mutual agreement of the supervisor and the telework employee.
- 3) A remote work agreement for an employee with an official duty station within the DC commuting area can be terminated at any time by either the remote work employee or their supervisor.
- 4) A remote work agreement for an employee with an official duty station outside of the DC commuting area can be terminated by the employee's supervisor 90 days after the supervisor notifies the employee of the planned termination and at any time by the remote work employee.
- 5) The remote work policy will be evaluated in September 2022 in order to determine whether to rescind, continue as a pilot, or make permanent the policy.

APPENDIX A

REMOTE WORK AGREEMENT

In accordance with the U.S. Office of Government Ethics Remote Work Policy (“Remote Work Policy”), the following constitutes an agreement on the terms and conditions of remote work between the U.S. Office of Government Ethics (“Agency”) and (“employee”).

Voluntary Participation

The employee recognizes that the remote work arrangement is not an employee benefit, but an additional method the Agency may approve to accomplish work. The employee voluntarily agrees to work at the Agency-approved alternate work site indicated in this agreement and to follow all applicable policies and procedures.

Requirements

The employee must complete the Safety Checklist (Appendix B) to ensure the alternate worksite meets the guidelines of the Remote Work Policy.

The Agency timekeeper will maintain the original Remote Work Agreement, signed by the employee and the supervisor. Copies of the signed Remote Work Agreement should also be maintained by the employee and the supervisor.

In addition to the signed Remote Work Agreement, the employee must submit an agreement electronically via the timekeeping system (i.e., webTA). Supervisors must approve the agreement in the timekeeping system.

Official Duty Station

The Agency and the employee agree that the employee’s official duty station is the employee’s home address at:

The employee's core hours :
to

Describe any additional or alternate work arrangement:

In the event the traditional worksite is closed for all or part of a workday due to weather or other emergency, the remote work employee is to continue working in accordance with the Remote Work Policy. A remote work employee is required to work in the event of weather or other emergency that results in a traditional worksite closure.

Compensation and Benefits

Employee compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the remote work arrangement. Remote work employees may not earn compensatory time or credit hours without advance written approval from their supervisors.

Time and Attendance

The supervisor agrees to certify biweekly the time and attendance for hours worked. It is acknowledged that the employee may be required to work when the traditional worksite is closed in accordance with the Remote Work Policy. The employee agrees to follow established Agency procedures for requesting and obtaining approval of leave.

Official Duties

The employee agrees to use his or her time performing official duties as if at the traditional worksite.

Work Assignments/Performance

The employee agrees to complete all assigned work as directed by the supervisor and according to the terms of the employee's performance standards. The employee agrees to comply with any productivity and accountability requirements implemented by the supervisor. The employee understands that a decline in performance will be grounds for modifying or terminating the Remote Work Agreement.

Standards of Conduct/Discipline

The employee agrees he or she is bound by the Standards of Ethical Conduct for Employees of the Executive Branch while working at the alternate work site. Nothing in this agreement precludes the Agency from taking any appropriate disciplinary action against an employee who fails to comply with the provisions of this agreement or other federal regulations.

Security and Liability

The employee agrees that adequate security measures are in place to protect Government equipment from being damaged, stolen, or accessed by unauthorized individuals. The employee must receive a property pass prior to removing the equipment from the traditional worksite. Should that equipment require servicing, the employee is responsible for returning the equipment to the Agency for repair. The Agency is not responsible for servicing equipment belonging to the employee.

The employee understands he or she is responsible for ensuring that records created and/or maintained offsite comply with the requirements of applicable law.

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 alternate worksite (for example, home maintenance, insurance, additional phone lines, or utilities).

Injury

The employee understands he or she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the alternate work site. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate worksite and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Termination

Supervisors and employees have the right to terminate the Remote Work Agreement. The decision to terminate the agreement is not subject to the Agency's grievance procedure.

Specific Job Tasks

If the supervisor expects the employee to return calls and emails within a specific time, designate that time here.

If the supervisor has additional requirements to ensure employee productivity and accountability, describe them here.

Employee Signature

Date

Supervisor Signature

Date

APPENDIX B

SAFETY CHECKLIST FOR REMOTE WORKERS

The following checklist is designed to help employees assess the overall safety of home-based remote work. The Department of Labor's Occupational Safety and Health Administration (OSHA) will not conduct inspections of employees' home offices nor does OSHA hold employers liable for employees' home offices. Similarly, OSHA does not expect employers to inspect the home offices of its employees. As such, there is no requisite number of Yes (Y) versus No (N) answers on the checklist. Rather, the checklist represents a set of concerns that are applicable to an employee's residence and remote work situation and that may be helpful in preventing injury while working at home. The checklist is to be completed by the employee and, upon completion, the employee should sign and date the checklist in the spaces provided, attach it to the request to remote work, and retain a copy for his or her records.

Name:

Street/Alternate Worksite Address:

City/State/Zip:

Traditional Worksite Telephone:

Home/Alternate Worksite Telephone:

Supervisor's Name:

Briefly describe the designated work area in the alternate worksite:

#	General	Yes	No
1	Workspace is away from noise, distractions, and is devoted to your work needs?		
2	Workspace accommodates workstation, equipment, and related material?		
3	Floors are clear and free from hazards?		
4	File drawers are not top-heavy and do not open into walkways?		
5	Phone lines and electrical cords are secured under a desk or along wall, and away from heat sources?		
6	Temperature, ventilation, and lighting are adequate?		
7	All stairs with four or more steps are equipped with handrails?		
8	Carpets are well secured to the floor and free of frayed or worn seams?		
#	Fire Safety		
9	There is a working smoke detector in the workspace area?		
10	A home multi-use fire extinguisher, which you know how to use, is readily available?		
11	Walkways, aisles and doorways are unobstructed?		
12	Workspace is kept free of trash, clutter, and flammable liquids?		
13	All radiators and portable heaters are located away from flammable items?		
14	You have an evacuation plan so you know what to do in the event of a fire?		
#	Electrical Safety		
15	Sufficient electrical outlets are accessible?		
16	Computer equipment is connected to a surge protector?		
17	Electrical system is adequate for office equipment?		
18	All electrical plugs, cords, outlets, and panels are in good condition? No exposed/damaged wiring?		
19	Equipment is placed close to electrical outlets?		
20	Extension cords and power strips are not daisy chained and no permanent extension cord is in use?		
21	Equipment is turned off when not in use?		
#	Computer Workstation		
22	Chair casters (wheels) are secure and the rungs and legs of the chair are sturdy?		
23	Chair is adjustable?		
24	Your back is adequately supported by a backrest?		
25	Your feet are on the floor or adequately supported by a footrest?		
26	You have enough leg room at your desk?		
27	There is sufficient light for reading?		
28	The computer screen is free from noticeable glare?		
29	The top of the screen is at eye level?		
30	There is space to rest the arms while not keying?		
#	Other Safety/Security Measures		
31	Files and data are secure?		
32	Materials and equipment are in a secure place that can be protected from damage and misuse?		
33	You have an inventory of all equipment in the office including serial numbers?		
34	If applicable, do you use up-to-date anti-virus software, keep virus definitions up-to-date, and run regular scans?		

Employee's Signature

Date

**U.S. OFFICE OF GOVERNMENT ETHICS
REMOTE WORK POLICY**

April 22, 2023

I. PURPOSE

The purpose of this policy is to implement remote work for eligible employees of the U.S. Office of Government Ethics (OGE). Remote work allows staff to conduct all of their work from a location other than OGE’s headquarters to accomplish mission work. Participation in remote work is not an employee right, but may be allowed when it is reasonable and practical to do so and when OGE’s operational needs will not be adversely affected. All requests to participate in remote work will be reviewed for compliance with position eligibility, program requirements, and the needs of OGE. Participation in remote work will be a factor in determining the allocation of OGE’s office space.

On an annual basis, OGE will evaluate this policy’s success, effectiveness, and impact on OGE operations.

II. AUTHORITY/REFERENCES

(1) OGE Telework Policy

(2) 5 CFR Part 531 Subpart F - Locality-based Comparability Payments

(3) Telework.gov - The official website of the Federal Government's telework program established by the U.S. Office of Personnel Management (OPM) and the U.S. General Services Administration (GSA)

(4) OPM’s *Guide to Telework in the Federal Government*

(5) National Institutes of Health’s *Remote Work @ NIH*

(6) OPM Memorandum, Subject: *Remote/Telework Enhancements to Enterprise Human Resources Integration Data Files*

III. DEFINITIONS

ALTERNATE WORKSITE - The employee’s residence or another location other than the employee’s traditional worksite that has been approved for the performance of the employee’s official duties. For purposes of remote work, the alternate worksite is considered the employee’s official duty station.

OFFICIAL DUTY STATION – The location of an employee’s position of record where the employee regularly performs his or her official duties. For purpose of remote work, the approved alternate worksite of a remote worker is the worker’s official duty station.

REMOTE WORK - A work arrangement in which the employee regularly performs assigned official duties and other authorized activities at an approved alternate worksite, within or outside the local commuting area of the traditional worksite. Under this arrangement, the employee is not required to physically report to the traditional worksite on any frequent basis and the approved alternate worksite, for pay and other purposes, is the employee’s official worksite. (*See 5 CFR § 531.605 - Determining an employee’s official worksite.*)

REMOTE WORK ELIGIBLE EMPLOYEE – All employees are considered eligible for remote work unless: (1) the employee is not in a remote work eligible position; (2) the employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year (*See 5 U.S.C. § 6502(a)(2)(A)*) (there are no exceptions); (3) the employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties (*See 5 U.S.C. § 6502(a)(2)(B)*) (there are no exceptions); or (4) the employee’s performance does not meet the supervisor’s expectations or comply with the terms of the employee’s performance standards or other written agreement between the supervisor and the employee (*See 5 U.S.C. § 6502(b)(3)*). Part-time employees are not eligible for remote work.

REMOTE WORK ELIGIBLE POSITION - An OGE position is a remote work eligible position where all of the duties can be performed away from the traditional worksite while still meeting the agency’s operational needs. The Director, Chief of Staff, and Division Heads, in consultation with Branch Chiefs, have the authority to designate whether a position is remote work eligible.

REMOTE WORK READY EMPLOYEE - An eligible employee who occupies a remote work eligible position, has signed a remote work agreement (Appendix A) and a safety checklist (Appendix B), and has the required resources to work remotely.

REMOTE WORK AGREEMENT - A written agreement between an employee and the first-level supervisor that outlines the terms and conditions under which the employee may perform work at the approved alternate worksite.

TRADITIONAL WORKSITE - The traditional worksite is where the employee would work absent a remote work arrangement. For OGE employees, the traditional worksite is OGE’s headquarters office located at 1201 New York Avenue, NW, Suite 500, Washington, DC, until February 2024. Beginning February 2024, OGE’s headquarters office will be located at 250 E Street SW, 7th Floor, Washington DC.

IV. POLICY

OGE provides eligible employees who work in remote work eligible positions the opportunity to conduct all of their work at their official, approved alternate worksites, except as otherwise described in the MEETINGS subsection below, when such work supports the accomplishment of OGE's mission. Employees must comply with all remote work requirements and continue to be bound by the Standards of Ethical Conduct for Employees of the Executive Branch and all relevant OGE policies while working at an alternate worksite and/or using Government-furnished equipment.

V. OFFICIAL DUTY STATION

- A. The remote employee's approved alternate worksite is the employee's official duty station and may be inside or outside the local commuting area of the agency traditional worksite. Employees working remotely will not have any assigned or dedicated workspace at the traditional worksite.
- B. An employee must complete a remote work agreement and safety checklist and have it approved by the employee's supervisor and the CIO or their designee prior to working at remote work location for any duration.
- C. Remote employees are expected to work from their approved alternate worksite as their official duty station with rare exception. Temporary changes to an employee's alternate worksite are discouraged and are not a substitute for an employee's need to take appropriate leave.
 - 1) To request a temporary change to their alternate worksite, an employee must complete a new remote work agreement and safety checklist and have the agreement approved by the employee's supervisor and the CIO or their designee prior to working at a new alternate worksite.
 - 2) If the requested temporary change in the employee's alternate worksite will exceed one pay period, the approved agreement and checklist must also be provided to the Administrative Officer for processing prior to a temporary change to the employee's remote work location. The Administrative Officer will then submit a change request to the Bureau of Fiscal Services, which in turn will generate an SF-50 memorializing the change.
 - 3) If the temporary change in the employee's alternate worksite will: (i) exceed one pay period, and (ii) be to an alternate worksite in a locality pay area outside the local commuting area of the agency traditional worksite, it may be approved by the employee's supervisor and division head if:
 - a) The employee has an emergent personal health need or urgent need to carry out family support responsibilities outside of work hours, but will be available and able to otherwise work as normally scheduled. (An employee's vacation does not constitute an urgent need to carry out family support responsibilities.)

- 4) Employees temporarily changing their alternate worksite to a different locality pay area for more than one pay period will be paid at the pay rate for the location of the temporary alternate worksite.
- D. Employees with alternate worksites outside of the local commuting area of the agency traditional worksite will receive the location-based pay that is applicable to their alternate worksite.
 - 1) OGE will not approve a request to work at an alternate worksite where the location-based pay would be higher than at the traditional worksite.
- E. OGE does not pay relocation expenses and bears no liability for costs associated with a permanent or temporary change to the employee's alternate worksite.

VI. REMOTE WORK REQUIREMENTS

A. REMOTE WORK AGREEMENT AND SAFETY CHECKLIST

- 1) All eligible employees who wish to remote work from an alternate worksite are required to sign a remote work agreement (Appendix A) prior to beginning to remote work at that alternate worksite.
- 2) All eligible employees who wish to remote work from an alternate worksite must sign a safety checklist (Appendix B) prior to beginning remote work at that worksite.
 - a) Remote work employees are responsible to ensure that the alternate work environment is conducive to productivity, comfort, safety, and health.
 - b) Remote work employees are required to designate one area in the home as the official work station. The Government's potential exposure to liability is restricted to this official work station for the purposes of remote work and the Occupational Safety and Health Administration rules continue to govern Federal employee workplace safety.
 - c) Remote work employees must notify their supervisor immediately of any accident or injury at the alternate worksite and provide details of the accident or injury.
 - d) Remote work employees who are directly engaged in performing the duties of their jobs are covered by the Federal Employees' Compensation Act.
- 3) Once a remote work eligible employee has a completed and approved remote work agreement and safety checklist, the employee becomes a remote work ready employee.

- 4) A new remote work agreement and safety checklist must be completed and approved each time an employee requests to work from a different alternate worksite, even if the change is temporary.

B. ASSIGNED WORK AND ACCOUNTABILITY

- 1) Remote work employees are required to satisfactorily complete all assigned work and be fully accessible and available to perform work and receive assignments. Remote work employees are expected to:
 - a) Record their remote work status on their branch's and/or division's respective shared calendars and in the timekeeping system.
 - b) Forward their OGE phone number to their alternate worksite.
 - c) Check for and promptly respond to phone calls and voicemail messages.
 - d) Check for and promptly respond to email messages.
 - e) Meet the performance targets, expectations, and requirements associated with their job duties.
 - f) Post up-to-date information on the appropriate shared agency calendars and their individual calendar indicating their availability as appropriate.
 - g) For the purposes of this policy, employees are generally expected to return calls and emails from their supervisors as soon as practicable, but **no more than one hour** from receipt, unless special circumstances exist or the employee's immediate supervisor determines that a shorter response period is necessary for operational reasons. Special circumstances could include the employee's participation in previously scheduled and calendared training or meetings/phone calls that exceed one hour or that unexpectedly last beyond their scheduled timeframes. To this end, employees should ensure that **all appropriate calendars are kept up-to-date** to reflect all training, meetings, and other appointments.
- 2) Remote work employees are required to speak with their supervisor to receive assignments and to review completed work as necessary or appropriate. Performance evaluation requirements, performance elements, and standards for remote work employees will not differ from employees who do not remote work.
 - a) If employee responsiveness, productivity and/or work quality begin to decline, the employee's supervisor will reevaluate the remote work agreement to determine whether changes are necessary or if the agreement should be terminated.
- 3) Remote work employees must perform their work during the established work

hours agreed to by the employee and supervisor in the remote work agreement. Remote work employees must be reachable during these agreed upon work hours. Time spent in a remote work status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite.

- a) For example, an employee who becomes ill is required to submit a sick leave request to cover any period when they are unable to work because of illness.
- 4) Nothing in this policy limits a supervisor's ability to implement requirements to ensure employee responsiveness, productivity, and accountability (e.g., requests for remote work employees to provide a list of daily planned work/daily completed work.)

C. MEETINGS

- 1) Remote work employees are required to fully participate in virtual and in-person/on-site meetings and events associated with their work.
 - a) Employees are expected to attend virtual meetings being held on virtual meeting platforms via that platform and not by merely phoning in to the meeting or event.
 - b) Employees are expected to have their camera on and be clearly visible during virtual meetings.
 - c) Employees are expected to schedule meetings and events using virtual meeting platforms when visual materials will be discussed or presented at the meeting or event.
- 2) Employees may not decline or neglect to participate in work-related in-person/on-site meetings, activities, or events, such as an OGE Quarterly All-hands Meeting, because they are remote workers.

D. TRAVEL COSTS

- 1) Local Travel
 - a) Remote employees may receive local travel expenses for any travel they are required to make within their local commuting area to attend a meeting, activity, or event.
- 2) Distance Travel
 - a) Remote employees with alternate worksites outside of the local commuting area may receive travel expenses, including per diem, for any travel they are required to make outside of their local commuting area, including to OGE's official worksite, to attend a meeting, activity, or event.

- (i) As with any official travel, an employee must request prior approval before engaging in any such travel, and approval will be contingent upon budgetary considerations.

E. SECURITY AND LIABILITY

- 1) All employees, including remote work employees, are required to comply with approved safeguards to protect Government agency records from unauthorized disclosure or damage.
 - a) Remote work employees are responsible for ensuring that records created and/or maintained offsite comply with the requirements of the Federal Records Act, the Freedom of Information Act, the Privacy Act, and the Federal Information Security Modernization Act.
- 2) Government-owned equipment may be used only for the purposes of remote work and limited use in accordance with OGE policies.
- 3) Remote work employees must comply with OGE security and information technology policies and procedures.
 - a) Remote work employees must ensure that adequate security measures are in place to protect Government equipment from being damaged, stolen, or accessed by unauthorized individuals. Remote work employees agree to protect Government equipment in accordance with established procedures and understand that they are accountable to OGE for any Government-owned property that may be assigned to them.
- 4) Remote employees are not entitled to operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the remote work employee's residence. The Government bears no liability for these costs.
- 5) Remote work employees who have moved outside of the DC commuting area are not entitled to moving costs associated with moving back to the DC commuting area if the employee's supervisor terminates the employee's remote work agreement.

F. LEAVE AND EMERGENCIES

- 1) Remote work employees must follow established OGE policies and procedures for requesting leave, including obtaining supervisory approval. Compensatory time and credit hours must be approved in advance by the supervisor.
- 2) Remote work employees are expected to use their time working at their alternate worksite performing official duties as if they were at the traditional worksite.

- 3) The alternate worksite may be unaffected by emergencies or other events that lead to the closure of or dismissal of employees from the traditional worksite, e.g., weather-related closings. Therefore, remote work employees must continue to work at the alternate worksite until the end of their scheduled work day as long as the employee is able (e.g., no loss of power).
- 4) When an emergency affects the area of the alternate worksite and the remote work employee cannot perform work at the alternate worksite for any reason beyond his/her control, such as loss of heat or disruption of electricity, the employee must timely notify his/her supervisor.
 - i. A remote work employee with an alternate worksite within the DC commuting area may request appropriate leave or come to the traditional worksite to work in such situations.
 - ii. A remote work employee with an alternate worksite outside the DC commuting area may request appropriate leave.
- 5) When an early dismissal/delayed arrival is authorized by OPM for employees working at the traditional worksite, those who are remote working are not dismissed from duty for any part of the workday or authorized to have a delayed start time. Employees should timely communicate with their supervisor if the employee is unable to begin or continue remote working due to circumstances beyond their control.
- 6) Pursuant to OPM directives, OGE cannot, in most circumstances, grant weather and safety leave to a remote work employee who is able to safely work from their alternate worksite. OGE will likewise not substitute weather and safety leave for other leave when an employee is unaffected by the weather/safety issue (e.g., on annual leave outside of the affected area).
- 7) When an emergency affects only the remote work employee's alternate worksite in a manner that prevents the employee from performing their official duties for a major portion of the workday or the employee does not have a sufficient amount of work they can perform at the alternate site to complete their scheduled work hours, the employee should contact their supervisor and may be able to request supervisory approval of paid personal leave as applicable (e.g., annual, compensatory time, compensatory time off for travel, credit hours, etc.).

G. MODIFICATION AND TERMINATION OF AGREEMENT

- 1) A remote work agreement may be modified at any time by the employee's supervisor, based on an assessment of the employee's work performance, how the remote work affects the work unit or agency's productivity, changes in the requirements of the job, or other mission reasons. The remote work agreement may also be modified upon mutual agreement of the supervisor and the remote work employee.

- 2) A remote work agreement for an employee with an official duty station within the DC commuting area can be terminated at any time by either the remote work employee or their supervisor.
- 3) A remote work agreement for an employee with an official duty station outside of the DC commuting area can be terminated by the employee's supervisor 120 days after the supervisor notifies the employee of the planned termination and at any time by the remote work employee.

APPENDIX A

**REMOTE WORK
AGREEMENT**

In accordance with the U.S. Office of Government Ethics Remote Work Policy (“Remote Work Policy”), the following constitutes an agreement on the terms and conditions of remote work between the U.S. Office of Government Ethics (“Agency”) and (“employee”).

Voluntary Participation

The employee recognizes that the remote work arrangement is not an employee benefit, but an additional method the Agency may approve to accomplish work. The employee voluntarily agrees to work at the Agency-approved alternate work site indicated in this agreement and to follow all applicable policies and procedures.

Requirements

The employee must complete the Safety Checklist (Appendix B) to ensure the alternate worksite meets the guidelines of the Remote Work Policy.

The Agency timekeeper will maintain the original Remote Work Agreement, signed by the employee and the supervisor. Copies of the signed Remote Work Agreement should also be maintained by the employee and the supervisor.

In addition to the signed Remote Work Agreement, the employee must submit an agreement electronically via the timekeeping system (i.e., webTA). Supervisors must approve the agreement in the timekeeping system.

Official Duty Station

The Agency and the employee agree that the employee’s official duty station is the employee’s home address at:

The employee's core hours :

to

Describe any additional or alternate work arrangement:

In the event the traditional worksite is closed for all or part of a workday due to weather or other emergency, the remote work employee is to continue working in accordance with the Remote Work Policy. A remote work employee is required to work in the event of weather or other emergency that results in a traditional worksite closure.

Compensation and Benefits

Employee compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the remote work arrangement. Remote work employees may not earn compensatory time or credit hours without advance written approval from their supervisors.

Time and Attendance

The supervisor agrees to certify biweekly the time and attendance for hours worked. It is acknowledged that the employee may be required to work when the traditional worksite is closed in accordance with the Remote Work Policy. The employee agrees to follow established Agency procedures for requesting and obtaining approval of leave.

Official Duties

The employee agrees to use his or her time performing official duties as if at the traditional worksite.

Work Assignments/Performance

The employee agrees to complete all assigned work as directed by the supervisor and according to the terms of the employee's performance standards. The employee agrees to comply with any productivity and accountability requirements implemented by the supervisor. The employee understands that a decline in performance will be grounds for modifying or terminating the Remote Work Agreement.

Standards of Conduct/Discipline

The employee agrees he or she is bound by the Standards of Ethical Conduct for Employees of the Executive Branch while working at the alternate work site. Nothing in this agreement precludes the Agency from taking any appropriate disciplinary action against an employee who fails to comply with the provisions of this agreement or other federal regulations.

Security and Liability

The employee agrees that adequate security measures are in place to protect Government equipment from being damaged, stolen, or accessed by unauthorized individuals. The employee must receive a property pass prior to removing the equipment from the traditional worksite. Should that equipment require servicing, the employee is responsible for returning the equipment to the Agency for repair. The Agency is not responsible for servicing equipment belonging to the employee.

The employee understands he or she is responsible for ensuring that records created and/or maintained offsite comply with the requirements of applicable law.

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 alternate worksite (for example, home maintenance, insurance, additional phone lines, or utilities).

Injury

The employee understands he or she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the alternate work site. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate worksite and to complete any required forms. The supervisor agrees to investigate such a report immediately.

Termination

Supervisors and employees have the right to terminate the Remote Work Agreement. The decision to terminate the agreement is not subject to the Agency's grievance procedure.

Specific Job Tasks

If the supervisor expects the employee to return calls and emails within a specific time, designate that time here.

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If the supervisor has additional requirements to ensure employee productivity and accountability, describe them here.

Employee Signature

Date

Supervisor Signature

Date

APPENDIX B

**SAFETY CHECKLIST FOR
REMOTE WORKERS**

The following checklist is designed to help employees assess the overall safety of home-based remote work. The Department of Labor's Occupational Safety and Health Administration (OSHA) will not conduct inspections of employees' home offices nor does OSHA hold employers liable for employees' home offices. Similarly, OSHA does not expect employers to inspect the home offices of its employees. As such, there is no requisite number of Yes (Y) versus No (N) answers on the checklist. Rather, the checklist represents a set of concerns that are applicable to an employee's residence and remote work situation and that may be helpful in preventing injury while working at home. The checklist is to be completed by the employee and, upon completion, the employee should sign and date the checklist in the spaces provided, attach it to the request to remote work, and retain a copy for his or her records.

Name:

Street/Alternate Worksite Address:

City/State/Zip:

Traditional Worksite Telephone:

Home/Alternate Worksite Telephone:

Supervisor's Name:

Briefly describe the designated work area in the alternate worksite:

#	General	Yes	No
1	Workspace is away from noise, distractions, and is devoted to your work needs?		
2	Workspace accommodates workstation, equipment, and related material?		
3	Floors are clear and free from hazards?		
4	File drawers are not top-heavy and do not open into walkways?		
5	Phone lines and electrical cords are secured under a desk or along wall, and away from heat sources?		
6	Temperature, ventilation, and lighting are adequate?		
7	All stairs with four or more steps are equipped with handrails?		
8	Carpets are well secured to the floor and free of frayed or worn seams?		
#	Fire Safety		
9	There is a working smoke detector in the workspace area?		
10	A home multi-use fire extinguisher, which you know how to use, is readily available?		
11	Walkways, aisles and doorways are unobstructed?		
12	Workspace is kept free of trash, clutter, and flammable liquids?		
13	All radiators and portable heaters are located away from flammable items?		
14	You have an evacuation plan so you know what to do in the event of a fire?		
#	Electrical Safety		
15	Sufficient electrical outlets are accessible?		
16	Computer equipment is connected to a surge protector?		
17	Electrical system is adequate for office equipment?		
18	All electrical plugs, cords, outlets, and panels are in good condition? No exposed/damaged wiring?		
19	Equipment is placed close to electrical outlets?		
20	Extension cords and power strips are not daisy chained and no permanent extension cord is in use?		
21	Equipment is turned off when not in use?		
#	Computer Workstation		
22	Chair casters (wheels) are secure and the rungs and legs of the chair are sturdy?		
23	Chair is adjustable?		
24	Your back is adequately supported by a backrest?		
25	Your feet are on the floor or adequately supported by a footrest?		
26	You have enough leg room at your desk?		
27	There is sufficient light for reading?		
28	The computer screen is free from noticeable glare?		
29	The top of the screen is at eye level?		
30	There is space to rest the arms while not keying?		
#	Other Safety/Security Measures		
31	Files and data are secure?		
32	Materials and equipment are in a secure place that can be protected from damage and misuse?		
33	You have an inventory of all equipment in the office including serial numbers?		
34	If you use Wi-Fi to connect to OGE, does your router have a strong password that you control? (Alternatively, can you physically access the router if needed)		

Employee's Signature

Date

ADDENDUM TO TELEWORK POLICY

This Addendum to the U.S. Office of Government Ethics Telework Policy (Addendum) establishes guidance on telework for employees of the U.S. Office of Government Ethics (OGE) during national, regional, and/or local emergencies, activation of OGE's Continuity of Operations Plan, or other comparable circumstances (Emergency) as determined by the Director of OGE (Director).

During an Emergency, the overall OGE Telework Policy (Telework Policy) remains in full force and effect. However, the provisions below are amended as follows and supersede the corresponding provisions in the Telework Policy only during an Emergency.

III. DEFINITIONS

TELEWORK ELIGIBLE EMPLOYEE - In the event of an Emergency where the Director has invoked mandatory or maximum telework¹, all employees are deemed eligible to telework subject to certain exceptions related to employees' job functions.

TELEWORK ELIGIBLE POSITION - An OGE position is a telework eligible position where a portion of the duties can be performed away from the office while still meeting the agency's operational needs. The Director or Chief of Staff has the authority to designate whether a position is telework eligible. During an Emergency, an OGE position that is otherwise not telework eligible may be temporarily deemed telework eligible only during the period of the Emergency. Such a position will revert to a non-telework eligible position at the conclusion of the Emergency.

V. TYPES OF TELEWORK

- A. **ROUTINE TELEWORK** – Routine telework means an approved work schedule where eligible employees regularly work on a recurring basis at least one day per biweekly pay period at an alternative worksite. During an Emergency, there is no limit on the maximum number of days that employees are eligible to telework.

¹ Mandatory telework means that all employees are required to telework, with very limited exceptions for essential personnel as determined by the Director.

Maximum telework means that all employees are encouraged to telework, and some employees are permitted to return to the office space with approval.