



COMDTINST 5330.4
29 JAN 2014

COMMANDANT INSTRUCTION 5330.4

Subj: COAST GUARD TELEWORK PROGRAM

- Ref:
- (a) Telework Enhancement Act of 2010, Public Law 111-292
 - (b) FY 2001 Department of Transportation and Related Agencies Appropriations Act, Section 359, Public Law 106-346
 - (c) Office of Personnel Management Guide to Telework in the Federal Government, April 2011
 - (d) Telework Directive, Department of Homeland Security (DHS) Management Directive 123-05
 - (e) Determining an Employee's Official Worksite, Title 5 Code of Federal Regulations Section 531.605
 - (f) Coast Guard Civil Rights Manual, COMDTINST M5350.4 (series)
 - (g) Limited Personal Use of Government Office Equipment, COMDTINST 5375.1 (series)
 - (h) Acquiring Microcomputer Resources, COMDTINST 5230.55 (series)
 - (i) Coast Guard Security and Information Assurance Manual, COMDTINST M5500.13 (series)
 - (j) Information and Life Cycle Management Manual, COMDTINST M5212.12 (series)

1. PURPOSE. This Instruction establishes the Coast Guard's telework policy for eligible civilian employees and military members leveraging technology advancements to meet the demands of a dynamic work environment in accordance with references (a)-(d).
2. ACTION. All Coast Guard unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and chiefs of Headquarters staff elements shall comply with the provisions of this Instruction. Internet release is authorized.

DISTRIBUTION – SDL No. 163

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NON-STANDARD DISTRIBUTION:

3. DIRECTIVE AFFECTED. Coast Guard Telecommuting Program, COMDTINST 12630.1, is cancelled.
4. BACKGROUND. Telework is a work arrangement where approved employees and military members work at an alternate worksite (e.g. home, telework center). Telework does not include situations where employees and members are working in a temporary duty status (TDY) or traveling to perform work at multiple work sites. Over the years, the use of telework as a workplace tool has evolved from a rarely used arrangement to an arrangement that is relied upon when planning for continuity of operations.
5. COVERAGE.
 - a. This Instruction applies to:
 - (1) Full and part-time, non-bargaining unit civilian employees
 - (2) Military members - Military members are eligible to participate as determined by unit commanders/Headquarters office chiefs. Telework is not allowed for inactive duty orders, active duty for training, or for involuntary active duty.
 - b. Commands may include or exclude selected units or categories of civilian employees and military members to meet organizational goals, missions, or needs, consistent with labor-management considerations.
 - c. This Instruction does not apply to bargaining unit employees covered by a negotiated agreement with telework provisions. In that circumstance, the negotiated agreement covering telework shall apply. Refer to the appropriate negotiated agreement for guidance. For bargaining unit employees not covered by a negotiated agreement with telework provisions, all appropriate labor relations obligations must be met before initiating, modifying, or terminating a telework program. Supervisors of civilian employees must contact their servicing Command Staff Advisor (CSA) or Human Resources (HR) Specialist to discuss labor-management obligations.
6. DISCUSSION. Telework offers an array of benefits for operating a dynamic work environment such as:
 - a. Recruit and retain a high-quality workforce. Workers value a workplace with forward-thinking opportunities and one that supports a work/life balance.
 - b. Decrease commuting time. Retaining valuable employees by reducing the commuting burden.
 - c. Environmental benefits. Telework arrangements reduce harmful emissions and greenhouse gases, wear and tear on transportation infrastructure, and the Coast Guard's carbon footprint.
 - d. Reasonable accommodation needs. Telework arrangements may accommodate the needs of individuals with disabilities and meet short and long-term accommodation needs.

- e. Ensure continuity of operations. Telework arrangements help to ensure continuity of essential government functions during national or local emergencies, or other situations disrupting office operations.
- f. Reduce real property costs. Sharing office spaces or workstations and parking space requirements may reduce real estate costs over time.
- g. Improved productivity. Teleworking has the potential to improve productivity due to fewer distractions, reduced stress from avoiding the commute, and the ability to work a partial day when an employee or member would otherwise take an entire day off.

7. DEFINITIONS.

- a. Telework: A management tool allowing civilian employees and military members to work at alternate worksites. Before beginning telework arrangements, employees/members and their supervisors must complete telework training and sign a written agreement; see enclosure (1) (see enclosure (2) for reserve members).

(1) Alternate worksites include:

- (a) At home in a space specifically set aside as an office or work area
- (b) At a satellite facility the Coast Guard, or another public or private organization owns or leases
- (c) Another location that meets the safety and security requirements as outlined in this Instruction and enclosures (3) and (4)

(2) There are two types of telework:

- (a) **Routine** telework where the telework hours are part of an ongoing, regular schedule (e.g. someone teleworks "every Wednesday" or "every Tuesday and Thursday") and,
 - (b) **Situational** telework arrangements, approved on a case-by-case basis, where the hours worked are not part of a previously approved recurring telework schedule. Examples of situational telework may include: inclement weather, a medical appointment, or special work assignments. Situational telework is sometimes referred to as episodic, intermittent, unscheduled, or ad-hoc telework.
- b. Telework Agreement: A written agreement where the terms and conditions of the telework arrangements are signed by teleworkers and supervisors; see enclosures (1) and (2). The agreement includes a statement certifying teleworkers have personal preparedness plans in the event of an emergency. Guidance on developing a preparedness plan may be found at www.ready.gov.
 - c. Telework Center: A Coast Guard-approved work facility, generally closer to the employee's home than the regular worksite.

- d. Telework-Ready: “Telework-ready” civilians and military members are those with completed telework training and telework agreements. Civilians and members must also have telework compatible-work and the necessary equipment, technology, and technical support to telework effectively.
 - e. Teleworker or Telework Participant: Civilian employees or military members participating in telework arrangements and with signed telework agreements.
 - f. Official Worksite: The official worksite is the duty location for teleworkers where they regularly report to work.
 - (1) For civilian teleworkers who report on a recurring basis to their regular worksite location at least twice in the biweekly pay period, the regular worksite is the official worksite (e.g. official duty station). For teleworkers who do not meet this reporting requirement, the official worksite must be changed to the telework location in accordance with reference (e). A change in the official worksite may affect certain location-based pay entitlements (e.g. locality payments, special rate supplements, and non-foreign area cost-of-living allowances).
 - (2) For active duty and reserve military members, their official worksites are the members’ permanent duty stations. Reserve military members cannot telework while serving on inactive duty orders except pursuant to a unit reserve telework instruction approved by the first O-5 or above in the chain of command. Unit reserve telework instructions shall be consistent with this Instruction and require reserve military members to acknowledge a Form CG-3307 relating to their responsibilities while teleworking; see enclosure (2) for reserve members. Notwithstanding any other policy or statute, the work schedules and telework agreements of reserve military members serving on active duty orders are subject to the active duty command to which assigned.
 - g. Continuity of Operations (COOP): Actions taken to ensure essential organizational mission and functions will continue during emergency situations such as: localized acts of nature, accidents, public health emergencies, technological disruptions, or hostile attack. Continuity of Operations, Policy and Planning, COMDTINST 3010.15 (series) is the Coast Guard’s continuity of operations policy and supersedes this Instruction in the instance of a COOP event.
8. PROGRAM REQUIREMENTS. Military members and employees participating in telework arrangements are management decisions and *not* entitlements or rights. Teleworking does not change employment terms and conditions. Employees’ requests to participate in telework arrangements are voluntary. Consider the following factors when establishing a telework program:
- a. Mission Impact. Supervisors must establish specific controls to ensure telework arrangements do not adversely affect organizational missions and functions (e.g. result in a decrease in performance and/or productivity, higher costs, etc.). When supervisors determine there is an adverse impact resulting from telework, the matter must be discussed with the employee/military member, and if appropriate, the telework agreements can be modified. If the adverse impact resulting from telework is not resolved, supervisors must terminate the telework arrangements, subject to fulfilling any labor-management obligations.

- b. Funding. Currently, there are no central funds to support the telework program. Commands and staffs establishing telework programs must do so within their existing resources.
- c. Telework Eligibility. Supervisors identify positions as eligible for telework, using the characteristics in Paragraphs 8.c.(1) and 8.c.(2) below, and approve requests by employees or military members to participate. Ongoing participation in telework arrangements is not automatic, and supervisors can decide to change, modify, or terminate participation due to mission needs or other considerations. Employees or military members must self-identify their interest in telework and prepare a “business case” to support their requests. The requests must address the following areas: ability to work with minimal supervision, past and current performance and productivity, organizational and communications skills, and ability to successfully accomplish work remotely.
- (1) Appropriate Positions or Billets. Appropriate positions or billets contain the following characteristics:
- (a) Portable work activities teleworkers can perform effectively away from the regular worksite
 - (b) Quantifiable or project-oriented assignments or job tasks
 - (c) Unclassified work for which data security, including sensitive, non-classified and Privacy Act concerns, is adequate (work involving classified data or information shall take place only in a government office where adequate controls exist to protect the data)
 - (d) Technology required for off-site work (when necessary) is available
- (2) Appropriate Telework Participants. Supervisors should consider the following member/employee characteristics prior to approval of an individual’s telework agreement:
- (a) A “Meets” or “Achieved Expectations” summary rating for current and the previous year’s civilian performance appraisals
 - (b) No marks below a four (4) on the current and the previous year’s Enlisted Employee Review or Officer Evaluation Report; a satisfactory conduct mark for current and the previous year’s Enlisted Employee Reviews
 - (c) Agrees to comply with alternative worksite requirements
 - (d) Demonstrates the knowledge, skills and ability to successfully work off-site independently
- (3) Positions Ineligible for Telework. Employees whose positions require the following *on a daily basis* are ineligible for telework:
- (a) Direct handling of classified documents

(b) Performing an on-site activity that cannot be handled remotely or at an alternative worksite

d. Denial or Termination of Telework Agreements and Appeals. Telework agreements can be terminated by either management or by the teleworkers. When telework requests are denied or terminated by management, supervisors will meet with employees/members and provide a written justification supporting the denial or termination. The reason provided for denial or termination should be based on participation criteria and/or business-related, operational needs. If civilian employees appeal the denials or terminations, they may use the applicable administrative grievance/appeals procedure in accordance with Civilian Personnel Actions: Discipline, Performance, Adverse Actions, Appeals and Grievance, COMDTINST M12750.4 (series). Bargaining unit employees that appeal the denial or termination shall use the negotiated grievance procedure outlined in the applicable labor agreement. Denial or termination of telework agreements for civilian employees must be reported to Commandant (CG-1212), and identify the reason for the denial or termination. Employees and military members may not participate in telework if any of the following apply:

- (1) In accordance with reference (a), they have been formally disciplined for being absent without leave (AWOL) for more than five (5) working days in any calendar year and/or been formally disciplined for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties.
- (2) They are on performance probation or have documented misconduct within the past 12 months involving a violation of the Uniform Code of Military Justice to include non-judicial punishment or conviction by military court-martial/civilian court (except for traffic violations).
- (3) They have an unacceptable decline in performance during the rating or marking period.

9. PROGRAM APPROVAL. Unit commanders, commanding officers, officers-in-charge, deputy/assistant commandants, and chiefs of Headquarters staff elements shall:

- a. Establish, or update for compliance with current guidance, the overall telework program covering their respective staffs and units.
- b. Review and approve individual unit telework programs for their respective staffs and units.

10. PROGRAM ROLES AND RESPONSIBILITIES.

- a. Commandant (CG-1212) shall: Provide telework program oversight, policy guidance and advisory services. CG-1212 will provide training resources to management, employees, and military participants.
- b. Deputy/assistant commandants, unit commanders, commanding officers, officers-in-charge, and chiefs of Headquarters staff elements shall:

- (1) Approve unit program proposals.

- (2) Submit summary participation data to Commandant (CG-1212), via the appropriate chain-of-command, upon request.

c. Supervisors shall:

- (1) Prepare, approve, and retain a copy of telework agreements (an approved local telework program must be in place).
- (2) Update telework agreements at least annually or more frequently when there is a change in supervisor, work schedule, or other impacting circumstances.
- (3) Discuss with teleworkers the assignments/tasks to be accomplished under telework arrangements.
- (4) Manage teleworker assignments and tasks to minimize the impact on Coast Guard information technology (IT) infrastructure bandwidth usage. Suggested methods to use include:
 - (a) Limit use of online training (GMT), streaming video (VBrick), and report queries (CGBI).
 - (b) Distribute telework days evenly throughout the work week and pay period to minimize network bandwidth usage and avoid overloading the remote access system. For example, if four employees request to telework, one employee can be assigned to telework on Tuesday, another employee can be assigned to telework on Wednesday, and so forth.
 - (c) Identify telework assignments and tasks that do not require IT resources.
- (5) Ensure the telework requirements provided in this Instruction and enclosures are followed.
- (6) Ensure teleworkers and non-teleworkers are treated the same for purposes of performance management, awards and recognition, training and development opportunities, promotions, work requirements, and other acts of managerial discretion.
- (7) Ensure civilian employees record telework hours performed in WebTA or other appropriate electronic timekeeping system.
- (8) Record telework hours performed by military members and have data available upon request.
- (9) Submit personnel actions for civilian employees and military members, if necessary as required in Paragraph 12.f. below.

11. PROGRAM TERMINATION. Any individual or organization's ability to participate in a telework program may be terminated by the immediate supervisor, seniors in the chain-of-command, or by Commandant (DCMS) as Commanding Officer of Headquarters, in accordance with any applicable labor-management obligations, if determined the arrangements:

- a. Do not support mission needs

- b. Are counter to public service requirements
- c. Threaten the security of Coast Guard data, information, or equipment
- d. Are likely to increase long-term costs
- e. For other work-related reasons

12. GENERAL PROGRAM REQUIREMENTS.

- a. Training and Technical Assistance. In accordance with references (a) - (c), supervisors, employees, and members must complete mandatory training before entering into a telework agreement. Mandatory employee and supervisory training is available on the CG Portal Learning Management System (LMS) at the following link: <https://elearning.uscg.mil/>. Additional voluntary training resources are available on the LMS Skillport portal: <https://uscg.skillport.com/skillportfe/main.action>, search “telework.” Where negotiated agreements for telework exist, both supervisors and employees must follow the terms of the negotiated agreements.
- b. Telework Agreements. Each person in a telework arrangement and their immediate supervisor must sign and maintain a written agreement. Military members must travel and physically report to the permanent duty station (PDS) before telework agreements can be signed. Telework agreements must be reviewed annually or more frequently as needed. New telework agreements must be completed and signed by employees and supervisors if there are changes in supervision, work schedules, or other relevant circumstances. Except where covered by a negotiated agreement, telework agreements in effect before the date of this Instruction must be updated within 90 days of this Instruction’s promulgation, using enclosure (1) (see enclosure (2) for reserve members).
- c. Work Schedules. Teleworkers must perform scheduled work either in their regular worksites or at approved telework locations. Teleworkers may also participate in an alternative work schedule under Alternative Work Schedules (AWS) for Coast Guard Civilian and Military Members, COMDTINST 5330.10 (series). AWS telework guidance for employees in a bargaining unit shall be in accordance with provisions of applicable collective bargaining agreements. Supervisors should review work schedules periodically to ensure they are consistent with employee and organizational requirements and approve absences from either the regular worksite or telework location. Supervisors have the authority to require employees to report to their regular worksite if their presence is necessary. Leave must be used in accordance with normal procedure for situations such as medical appointments, home repairs, or other situations requiring absence from work.
- d. Unscheduled Telework. Unscheduled telework is an option that allows Federal employees to telework from home or a nearby alternative location, when severe weather conditions or other circumstances disrupt commuting. Commands are encouraged to establish “ad-hoc” telework arrangements for members and employees who can telework but typically do not; e.g. most managers. Unscheduled telework is a form of situational telework as described in Paragraph 7.a.(2)(b) above. Situational teleworkers must have written telework agreements in place.

- e. Office Closure, Delayed Arrival or Early Departure. To support continuity of operations during emergency situations, teleworkers, including telework-ready employees and military members, are expected to continue working during announcements of office closure, arrival delay, or early dismissal. When the office is closed and the telework site is impacted by the emergency, supervisors may exercise their authority to grant excused absence to that affected teleworker on a case-by-case basis (e.g. when power outages or network connection problems prevent telework). In the event of a closure, teleworkers must contact their supervisors to request leave and properly document their status in WebTA or other appropriate timekeeping system. Employees and military members teleworking within their regular tour of duty during periods of office closures, arrival delays, or early dismissals cannot receive overtime pay, credit hours, or compensatory time.
- (1) Office Closure. Teleworkers, including telework-ready employees and military members are required to telework during office closures or request unscheduled leave, or a combination of both for the entire workday.
 - (2) Delayed Arrival (with option for unscheduled leave or unscheduled telework). Teleworkers, including telework-ready employees and military members, who do not report to the official worksite must telework the entire day (e.g. they are not authorized delayed arrival), request unscheduled leave, or a combination of both for the entire workday.
 - (3) Early Departure. Teleworkers, including telework-ready employees and military members, who are already performing telework should continue to telework or request unscheduled leave, or a combination of both for the remainder of the workday.
- f. Reporting Requirement.
- (1) Civilian Employees. Teleworkers must report to their regular worksite location at least two days per biweekly pay period to maintain their entitlement to the locality pay of their official worksite (i.e. duty location). If this reporting requirement cannot be met, personnel actions must be issued designating the telework location as the official worksite in accordance with reference (e). Teleworkers will then receive the locality pay entitlement of their new duty location. Details regarding official worksite determinations can be found at the following link: www.opm.gov/oca/pay/html/Official_Duty_Station.asp. Employees or supervisors considering this type of telework arrangement must discuss with their servicing CSA or HR Specialist the impact of changing the official worksite.
 - (2) Military members. A personnel allowance amendment is required when the change of official worksite results in a change to pay entitlements. Supervisors must submit a personnel reprogramming request that identifies the new detached duty location of the position to Commandant (CG-833), in accordance with the Personnel Resources and Reprogramming Manual, COMDTINST M5312.13 (series).
- g. Time and Attendance (Civilian Employees). Supervisors and employees must correctly report time and attendance documenting telework schedules and absences. Supervisors may visit the employee's worksite (at a pre-arranged time), establish contact, determine reasonableness of work output for the time expended, or use other appropriate certification methods when carrying

out time and attendance monitoring. Guidance to record telework schedules in webTA can be found at the following link: www.uscg.mil/civilianHR/benefits/docs/Telework_WebTA.pdf.

- h. Home Office Workspace. Teleworkers must designate a space for work at home and be able to communicate effectively with the office or customers. The Coast Guard will not provide home office furnishings, except in the case of reasonable accommodation as outlined in Paragraph 12.k below. Teleworkers shall ensure their workspaces meet health, safety, building code, physical security, and other requirements. Supervisors may deny employees the opportunity to participate in or rescind telework agreements based on safety or security problems in the home. Teleworkers will self-certify in the telework agreement the safety and security of the alternate worksite. Enclosure (3) provides a home safety checklist, and enclosure (4) is an information security checklist for use in assessing the home office workspace. Teleworkers unable to work at their telework sites due to equipment or power failures etc. shall contact their supervisors. Based on the situation, the supervisor will determine the appropriate duty or leave status to account for the scheduled work time and whether the teleworker should report to his/her traditional duty station.
- i. Telework Centers. Use of telework centers by employees and military members must be funded from unit resources. Telework center use must be coordinated directly with the facility to determine availability, services and other information about the center.
- j. Family Care. Telework is not a substitute for dependent or other family care. The opportunity to telework is offered only with the understanding that the time is set aside exclusively for work at an approved telework site. Approved leave must be used to attend to family care matters.
- k. Telework as a Reasonable Accommodation. Telework may be a short-term solution for accommodating an employee who is temporarily unable to come to the main worksite, but is capable of working. For example, someone who has undergone a surgical procedure and is required to stay off their feet for some period of time may be able to telework and remain productive, rather than having to use sick leave. Telework may also be used as a reasonable accommodation for a current civilian employee or for a new hire with a permanent mobility issue or other relevant disability. If there is ambiguity about the request, supervisors should consult with the Office of Civil Rights, Commandant (CG-00H), and/or the Office of General Law, Commandant (CG-0944) as part of the interactive process established by the Rehabilitation Act. Telework as a method of reasonable accommodation must be identified in the written telework agreement and conducted in accordance with reference (f).
- l. Standards of Conduct. Teleworkers must comply with the Coast Guard Standards of Conduct, COMDTINST M5370.8 (series), while teleworking and/or using Government-furnished equipment or access.
- m. Travel Reimbursement. Eligibility for reimbursement for official travel expenses is based on employees' official worksites. When employees telework, travel reimbursement from the telework location to the official duty station is not authorized. Eligibility for reimbursement is determined by the servicing travel office using the Federal Travel Regulation and the DHS Chief Financial Officer policy, FMPM Section 7.2, Temporary Duty Travel. For military members, travel reimbursement from the telework location to the PDS is not authorized. As an exception,

military members completing telework when in a duty under instruction status may have some travel expenses reimbursed if pre-approved by the program manager.

- n. Foreign Assignment (Military Members Only). Telework during assignment to foreign countries will not be permitted unless favorably endorsed by the first flag officer in the chain of command and approved by the Chief Information Officer or their delegated representative. However, military personnel detailed to other components or agencies will follow the telework policy of the host command.

13. COMPUTER AND TELECOMMUNICATIONS SUPPORT. The Coast Guard has no obligation or requirement to provide computers (e.g. Coast Guard Standard Workstations) or telecommunications resources (e.g. mobile wireless hotspot devices) to support telework. Except as described in Paragraph 13.b. below, the decision to provide or fund telework resources resides with each individual command. All information technology (IT) resources, whether government furnished or personally owned, while being used in an official government capacity when teleworking must comply with reference (g). Remote access software may be obtained from CG Portal Page > CAC-RAS > VPN Clients and Utilities or at the following link: <https://cgportal2.uscg.mil/communities/cac-ras>. With supervisory approval, local units may reimburse telephone and telecommunications costs, including official long distance calls, based on statutory authority and availability of sponsoring unit funds in accordance with Pub. L. 104-52, title VI, Sec. 620. Teleworkers should submit Standard Form 1164, through the appropriate channels, to request reimbursements. The Coast Guard will not pay for any internet service provider or online services to support teleworking arrangements.

a. Government-Furnished Equipment.

(1) Options for obtaining Government-furnished telework IT resources, based on reference (i):

- (a) Teleworkers may be issued a dedicated Coast Guard Standard Workstation (CGSW) laptop, instead of a desktop, for use at the regular worksite and while teleworking. To furnish laptops for teleworkers with desktops, units can redistribute computers within the command to increase laptop availability or request a laptop through their local IT support staff based on the CGSW desktop recapitalization program. This policy ensures that the number of CGSWs in the Coast Guard inventory is properly managed and does not grow appreciably due to increased telework participation.
- (b) For routine telework schedules where teleworkers are away from their regular worksite for more than two days per week, teleworkers must use Government-furnished equipment as described in Paragraph 13.a.(1)(a) above. If the command is unable to provide CGSW laptops, teleworkers will need to adjust their telework schedules to reduce the amount of time away from the office.
- (c) All Government-furnished IT resources, including hardware, software, repair, and replacement costs, will be supported through the normal IT support organizations. To receive the necessary support, teleworkers should contact the Centralized Service Desk through CGFIXIT.

- (d) Teleworkers issued government furnished equipment for telework arrangements may be held liable for any damage, repairs, or replacement costs, due to neglect, misuse, or inappropriate use by non-government personnel.

b. Personally-Owned Equipment and Services.

- (1) For telework schedules where teleworkers are away from their regular worksite two or less days per week, teleworkers may use personally-owned computers and personally-procured telecommunication services. While use of personally-owned computers is permissible, use of CGSW laptops is recommended, to reduce impact on CG bandwidth usage, provide a greater level of security.
- (2) When teleworking from the home or any non-Coast Guard worksite, the Coast Guard is not responsible for the expense to repair, restore, or replace any personal computers, personal IT equipment or services, personal peripherals, or personal media/data files used for telework. Local network connectivity issues associated with teleworkers' internet service providers are the responsibility of the users and not the Coast Guard.
- (3) Storage of Coast Guard information is not allowed on personal computers based on reference (i).

14. SECURITY REQUIREMENTS. Telework and access to Coast Guard computers or networks from alternate worksites, creates security risks for the U.S. Coast Guard's information systems hardware and software infrastructure. Teleworkers shall observe proper Information Security (INFOSEC), Operations Security (OPSEC), and/or Communications Security (COMSEC) practices in accordance with reference (i) while teleworking.

- a. Classified information, in either hard copy or electronic form, is not authorized for access, processing, or storage through home worksites. Teleworkers shall report home worksite access to classified material, whether accidental or not, to the appropriate security officers, who will declassify personal computing resources in accordance with reference (i). Information and records processed are subject to the maintenance and disposition requirements contained in reference (j) and the Privacy Act of 1974, 5 U.S.C. Section 552a to reduce risks to Coast Guard computers, data, and telecommunications networks.
- b. Teleworkers may access and view electronic For Official Use Only (FOUO) information from home worksites. Processing, storing, or printing hard copy FOUO information from home worksites is strictly prohibited.

15. FACILITIES SUPPORT. Consistent with Office of Management and Budget and DHS directives, the Coast Guard is trying to increase the usage rate of owned and leased space and reduce the overall square footage of facilities within the Coast Guard inventory. Teleworkers who routinely telework and are away from their regular worksites for more than two days per week are candidates for sharing offices/workspaces. If a sustainable population of regular teleworkers exists at a location, facility managers may implement an "office hoteling" concept where teleworkers schedule days and share office space and equipment. The planning factors and standards for adapting to accommodate teleworkers are outlined in the Coast Guard Shore Facilities Standards Manual, COMDTINST 11012.9 (series).

16. DISTRIBUTION. No paper distribution will be made of this Instruction. An electronic version will be located on the following Commandant (CG-612) web sites. Internet: <http://www.uscg.mil/directives/>, and CGPortal: <https://cgportal2.uscg.mil/library/directives/SitePages/Home.aspx>.
17. DISCLAIMER. This guidance is not a substitute for applicable legal requirements, nor is it itself a rule. It is intended to provide operational guidance to Coast Guard personnel and is not intended to nor does it impose legally-binding requirements on any party outside the Coast Guard.
18. RECORDS MANAGEMENT CONSIDERATIONS. This Instruction has been thoroughly reviewed during the directives clearance process, and it has been determined there are no further records scheduling requirements, in accordance with Federal Records Act, 44 U.S.C. 3101 et seq., National Archives and Records Administration requirements, and the Information and Life Cycle Management Manual, COMDTINST M5212.12(series). This policy does not have any significant or substantial change to existing records management requirements.
19. ENVIRONMENTAL ASPECT AND IMPACT CONSIDERATION.
 - a. The development of this Instruction and the general policies contained within it have been thoroughly reviewed by the originating office, and is categorically excluded (CE) under current Coast Guard CE #33 from further environmental analysis, in accordance with Section 2.B.2 and Figure 2-1 of the National Environmental Policy Act Implementing Procedures and Policy for Considering Environmental Impacts, COMDTINST M16475.1 (series). Because this Instruction contains guidance on, and provisions for, compliance with applicable environmental mandates, Coast Guard categorical exclusion #33 is appropriate.
 - b. This directive will not have any of the following: significant cumulative impacts on the human environment; substantial controversy or substantial change to existing environmental conditions; or inconsistencies with any Federal, State, or local laws or administrative determinations relating to the environment. All future specific actions resulting from the general policies in this Instruction must be individually evaluated for compliance with the National Environmental Policy Act (NEPA), DHS and Coast Guard NEPA policy, and compliance with all other environmental mandates. Due to the administrative and procedural nature of this Instruction, and the environmental guidance provided within it for compliance with all applicable environmental laws prior to promulgating any directive, all applicable environmental considerations are addressed appropriately in this Instruction.

20. FORMS/REPORTS. The forms referenced in this Instruction are available in Coast Guard Electronic Forms on the Standard Workstation, Internet, and Intranet: <http://www.uscg.mil/forms/>, CG Portal at <https://cgportal2.uscg.mil/library/SitePages/Home.aspx>, <http://cgweb.comdt.uscg.mil/CGForms>.

D. A. NEPTUN/s/
Assistant Commandant for Human Resources

Encl: (1) Telework Agreement, Form CG-5330
(2) Sample Administrative Remarks, Form CG-3307
(3) Safety Checklist for Home Telework
(4) Information Security Checklist for Home Telework

DEPARTMENT OF HOMELAND SECURITY
U.S. Coast Guard
TELEWORK AGREEMENT

Privacy Act Statement

Authority: Public Law 111-292, Telework Enhancement Act of 2010.

Purpose: To allow USCG employees to apply and obtain approval for a Telework Agreement within their respective command.

Routine Uses: USCG command supervisors will use this information to render fair and equitable determinations on an employee's Telework Agreement request. Any external disclosures of data within this record will be made in accordance with OPM/GOVT-1, General Personnel Records, 77 Federal Register 73694, December 11, 2012, and DHS/ALL-019, Department of Homeland Security Payroll, Personnel, and Time and Attendance Records, 73 Federal Register 63172, October 23, 2008.

Disclosure: Furnishing this information is voluntary; however, failure to provide the required information may lead to disapproval of the Telework Agreement request.

Check one of the following: **New Agreement** **Change to Existing Agreement**

Name	Organization	Position Title	Series and Grade
Regular Worksite	Supervisor (Name/Title)		E-mail Address
Telework Location Address		City, State, Zip Code	Phone Number

Official Worksite (*Check the applicable paragraph*)

I am a civilian employee who reports to my official worksite at least two days per pay period. My official worksite is the location of my regular worksite for my position (e.g. the place where I would normally work absent a telework agreement), provided I am scheduled to physically report to that location on a regular and recurring basis.

I am a civilian employee who does not report to the official worksite at least twice per pay period; therefore, a personnel action has been processed designating my telework location as my official worksite. My official worksite is my telework location and is subject to the appropriate regulations pertaining to location-based pay entitlement and eligibility for reimbursement for official travel expenses.

I am an active duty military member; my official worksite is my permanent duty station.

Work Schedule and Location

Unless my supervisor and I agree otherwise, the hours I am scheduled to work remain the same.

Type of telework: Routine (*occurs as part of an ongoing, regular schedule*)
 Situational (*episodic, intermittent, unscheduled, or ad-hoc*)

My official tour of duty (*routine telework only*) will be:

Day	Week 1		Week 2	
	Office Start/End	Telework Location Start/End	Office Start/End	Telework Location Start/End
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

Enclosure (1) to COMDTINST 5330.4

I understand that, with sufficient notice, I may be directed to report to the office on a scheduled telework day based on operational need and requirements. I am also expected to attend staff meetings at my official duty station, as scheduled.

During emergency situations when the office closes, I understand that I am expected to telework, or request unscheduled leave, or a combination of both, for the entire workday. I shall inform my supervisor of my duty or leave status and record hours worked in the timekeeping system as appropriate. I understand that when the office is closed and my telework location is impacted by the emergency (e.g., when power outages or network problems prevent telework), I must contact my supervisor. My supervisor may require that I continue to telework, request leave, or may exercise his/her authority to grant excused absence on a case-by-case basis.

In the event of inoperable IT equipment and/or network connectivity is unavailable, I am required to work on offline tasks, report to my regular or other approved worksite, or request unscheduled leave.

If engaged in routine telework, and depending on the frequency of my telework participation as outlined above, I understand that I may not have a permanently assigned office or workstation and that I may be required to share an office or workstation when at the official worksite.

Telework Training Completion Date

Employee:

Supervisor:

Voluntary Participation: I voluntarily agree to work at the approved alternative work site indicated above and to follow all applicable policies and procedures. I understand that telework is not an employee right or entitlement and my participation may be denied or terminated based on my performance or operational needs, in accordance with COMDTINST 5330.4 (series) (or collective bargaining agreements where applicable).

Official Duties: I shall perform official duties only at the official duty station, or the Coast Guard-approved telework location identified above, and will not conduct personal business, such as caring for dependents or making home repairs, while in an official duty status at the telework location.

Time and Attendance (Not Applicable to Military Members): My timekeeper will have a copy of my work schedule. I will record, and my supervisor will certify my time and attendance for hours worked at the regular worksite and/or the telework location in the electronic time keeping system or in hard copy records on a biweekly basis.

Leave: I shall follow established office procedures for requesting and obtaining the approval of leave. If a situation occurs which prevents me from teleworking, I will notify my supervisor as soon as possible to discuss options for leave.

Overtime (Not Applicable to Military Members): I understand that I am permitted to work overtime *only* if my supervisor so orders and approves the overtime work in advance. Working overtime without such approval may result in terminating the telework privilege and/or other appropriate action.

Equipment and Supplies: I shall protect any Coast Guard-owned equipment and use it only for official purposes. The Coast Guard may install, service, and maintain Coast Guard-owned equipment. I shall install, service, and maintain any personal equipment I use. The Coast Guard may provide and/or reimburse me for all necessary office supplies and business-related long distance telephone calls. The Coast Guard will not reimburse any personal internet service provider costs.

The Coast Guard agrees to provide the following equipment:

Security: I will comply with Coast Guard security policies and protect all Coast Guard resources, including Coast Guard data and information being used at the telework location.

Liability: The Coast Guard assumes no liability for damage to a teleworker's personal or real property. DHS and Coast Guard policy prohibit hold harmless/indemnification agreements or clauses as they implicate a violation of the Anti Deficiency Act, 31 U.S.C. § 1341. Therefore, the Coast Guard may not assume liability for injury or damages, except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680) or Military Personnel and Civilian Employees Claims Act (31 U.S.C. § 3721).

Work Area and Inspection (residential telework locations only): I shall provide a furnished work area that is adequate for performing official duties. I agree to permit the Coast Guard to inspect my worksite during normal working hours at a mutually agreed upon appointment, to ensure the proper maintenance of Coast Guard-owned property and conformity to safety standards.

Telework Location Costs: The Coast Guard will not pay the operating costs associated with using my home as a telework location (e.g. home maintenance and insurance, locally procured official mail/shipping supplies, or postage) except for authorized home telecommunications costs (e.g. business-related long distance calls). The Coast Guard will not reimburse any personal internet service provider costs. However, I do not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Coast Guard, as provided for by statute and implementing regulations.

Injury Compensation (Check the Applicable Paragraph)

As an appropriated fund civilian employee, I am covered by the Federal Employee's Compensation Act if injured while performing official duties at my regular worksite or telework location. I agree to immediately notify my supervisor of any accident or injury that occurs at the telework location; the supervisor will investigate my report immediately.

As a non-appropriated fund civilian employee, I am covered by the Longshore and Harborworkers' Compensation Act if injured while performing official duties at my regular worksite or telework location. I agree to immediately notify my supervisor of any accident or injury that occurs at the telework location; the supervisor will investigate my report immediately.

As a military member, I am covered by 10 USC 1201, if injured while performing official duties at my regular worksite or telework location. I agree to immediately notify my supervisor of any accident or injury that occurs at the telework location; the supervisor will investigate my report immediately.

Reasonable Accommodation (if applicable, provide details)

Work Assignments: I shall complete all assigned work according to procedures my supervisor and I mutually agree to and, for civilian employees, according to guidance and standards in my performance plan.

Performance (Check the Applicable Paragraph)

As a civilian employee, to maintain telework eligibility, my most recent performance rating must be at least "Meets" or "Achieved Expectations". My supervisor may require a report of my progress to assist in assessing my performance. A decline in performance may be grounds to cancel a telework agreement.

As a military member, to maintain telework eligibility, I understand that I must not be on performance probation and must have no documented misconduct within the past 12 months involving violation of the Uniform Code of Military Justice, to include non-judicial punishment or conviction by military court-marital/civilian court. I must also have a minimum average of 4 on my most recent Enlisted Employee Review or Officer Evaluation Report. If I am enlisted, I understand that I must have a satisfactory conduct mark on my most recent Enlisted Employee Review. A decline in performance may be grounds to cancel a telework agreement.

Disclosure: I shall protect Coast Guard and government records from unauthorized disclosure or damage and will ensure that records are incorporated only into Coast Guard files or electronic recordkeeping systems and will comply with the requirements of the Freedom of Information and Privacy Act Manual, COMDTINST M5260.3 (series). I will not store, gain access to, or use classified information at home or at a non-Coast Guard work site.

Standards of Conduct: I understand the Coast Guard standards of conduct continue to apply to me while I work at my telework site(s) in accordance with the Standards of Ethical Conduct Manual, COMDTINST M5370.8 (series).

Denial or Termination: After appropriate notice to my supervisor, I may resume working at my regular worksite. After appropriate notice to me, the Coast Guard may instruct me to resume working at my regular worksite, if: (1) my performance declines; (2) my participation adversely impacts organizational needs; (3) the need for in-office interaction between me and my coworkers or customers arises; or (4) for other work-related reasons. The Coast Guard will follow the applicable administrative or negotiated telework procedures to effect the denial or termination of telework agreements.

Employee Preparedness Plan: I have prepared a personal preparedness plan for the telework location following the guidance available at www.ready.gov.

Other Actions: Nothing in this agreement precludes the Coast Guard from taking any appropriate disciplinary or adverse action against me, if I fail to comply with the provisions of this agreement.

Certification Employee Signature	Date
Supervisor Signature	Date

Denial or Termination: If this agreement is denied or terminated, please indicate the reason below.

Acknowledgement Employee Signature	Date
Supervisor Signature	Date

DEPARTMENT OF
HOMELAND SECURITY
U.S. COAST GUARD
CG-3307 (Rev. 10-08)

ADMINISTRATIVE REMARKS

Entry Type: Performance and Discipline (P&D-8)

Reference: Art. 1.A.3., Discipline and Conduct, COMDTINST M1600.2 (series)

Responsible Level: Unit

Entry:

DDMMYYYY: You are a reserve military member; your official worksite is your permanent duty station and you have requested to telework while on inactive duty (IDT) orders pursuant to the Coast Guard Telework Program, COMDTINST 5330.4 (series) and Unit Telework Instruction, UNITINST, 5330.4 (series). The type of telework you have requested is "Situational" (episodic, intermittent, unscheduled, or ad-hoc) only while on IDT orders. Your telework location will be LOCATION. When entering your IDT drills into Direct Access (DA), you will insert "Request to Telework" in the comments block of your Schedule Drills Detail menu. You will not commence telework until your drills are placed in a pending status in DA by your Command.

Uniform Code of Military Justice (UCMJ):

Pursuant to Article 2(a)(3) of the UCMJ, while teleworking in accordance with Coast Guard Telework Program, COMDTINST 5330.4 (series), and Unit Telework Instruction, UNITINST, 5330.4 (series), on IDT orders submitted and pending in DA, you are drilling pursuant to written orders and subject to court-martial jurisdiction during your drill periods. Further, court-martial jurisdiction may extend beyond your drill period depending upon the circumstances of your case. Pursuant to UCMJ Article 2(d)(1), you may be ordered to active duty for the purposes of nonjudicial punishment, an Article 32 investigation, or trial by court-martial for offenses committed while on IDT orders.

Injury Compensation:

As a reserve military member, you may be entitled to health care if you are injured while teleworking pursuant to 10 U.S.C. § 1074a and Coast Guard regulations under Reserve Policy Manual, COMDTINST M1001.28 (series). However, this entitlement will only exist if the injury occurs while in the line of duty. If you are authorized to telework from home or an alternate work site (AWS) of your choosing (hereinafter – telework location), you will not be considered traveling to or from your drill location nor are you considered as required to remain overnight as a result of your duty status. Accordingly, for purposes of medical coverage while serving on IDT orders while teleworking from your telework location, you may only be considered in a duty status and acting in the line of duty under the law and Coast Guard policy from the time that you commence each IDT period to the time that you end that IDT period. If you are injured performing activities unrelated to your IDT orders you may be considered not in the line of duty and may be ineligible for health care benefits.

IDT periods must be entered into Direct Access (DA) in accordance with Coast Guard policy and, if authorized and in a pending status, will commence once you log onto the Coast Guard Data Network or, if unable to log on, once you have contacted your supervisor telephonically to commence your drill. Once logged on, you will send an email to your supervisor to confirm the start of your drill. Similarly, you will end your IDT drill at the time scheduled in DA and confirm with an email or telephone call, as appropriate. If performing a multiple drill and taking a break in-between, your break will coincide with your drilling schedule in DA and you will report your stop and start times as described above (via email or telephone, as appropriate).

By signing this form, you acknowledge that your command and other appropriate officials may initiate action to recoup pay, allowances, and health care costs, paid to you or on your behalf, to which you are or were not entitled if a determination is made that your injury, illness, or disease was not incurred or aggravated in the line of duty.

You agree to immediately notify your supervisor of any accident or injury that occurs at the telework location; the supervisor will investigate your report immediately.

Other:

You understand that, with sufficient notice, you may be directed to report to the office on a scheduled telework day based on operational needs and requirements. You are also expected to attend staff meetings at your official duty station, as scheduled.

During emergency situations when the office closes on your scheduled telework day, you understand that you are expected to telework or request to reschedule your drill(s), or a combination of both, for the full IDT periods as recorded in DA.

In the event of inoperable IT equipment and/or network connectivity is unavailable, you are required to work on offline tasks, report to your regular or other approved worksite, or request to reschedule your drill.

You completed the required telework training on **DATE**. Your supervisor, **NAME**, completed the required telework training on **DATE**.

Voluntary Participation: You voluntarily agree to work at the approved alternative work site indicated above and to follow all applicable policies and procedures. You understand that telework is not a right or entitlement and your participation may be denied or terminated based on my performance or operational needs, in accordance with Coast Guard Telework Program, COMDTINST 5330.4 (series).

Official Duties: You shall perform official duties only at the official duty station, or the Coast Guard-approved telework location identified above, and will not conduct personal business, such as caring for dependents or making home repairs, while in an official duty status at the telework location.

Equipment and Supplies: You shall protect any Coast Guard-owned equipment and use it only for official purposes. The Coast Guard may install, service, and maintain Coast Guard-owned equipment. You shall install, service, and maintain any personal equipment you use. The Coast Guard may provide and/or reimburse you for all necessary office supplies and business-related long distance telephone calls. The Coast Guard will not reimburse any personal internet service provider costs.

The Coast Guard agrees to provide the following equipment: **EQUIPMENT**.

Security: You will comply with Coast Guard security policies and protect all Coast Guard resources, including Coast Guard data and information being used at the telework location.

Liability: The Coast Guard assumes no liability for damage to a teleworker's personal or real property. DHS and Coast Guard policy prohibit hold harmless/indemnification agreements or clauses as they implicate a violation of the Anti Deficiency Act, 31 U.S.C. § 1341. Therefore, the Coast Guard may not assume liability for injury or damages, except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680) or Military Personnel and Civilian Employees Claims Act (31 U.S.C. § 3721).

Work Area and Inspection (residential telework locations only): You shall provide a furnished work area that is adequate for performing official duties. You agree to permit the Coast Guard to inspect your worksite during normal working hours at a mutually agreed upon appointment, to ensure the proper maintenance of Coast Guard-owned property and conformity to safety standards.

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Work Assignments: You shall complete all assigned work according to procedures your supervisor and you mutually agree to.

As a reserve military member, to maintain telework eligibility, you understand that you must not be on performance probation and must have no documented misconduct within the past 12 months involving violation of the Uniform Code of Military Justice, to include non-judicial punishment or conviction by military court-martial/civilian court. You must also have a minimum average of 4 on your most recent Enlisted Employee Review or Officer Evaluation Report. If you are enlisted, you understand that you must have a satisfactory conduct mark on your most recent Enlisted Employee Review. A decline in performance may be grounds to cancel a telework agreement.

Disclosure: You shall protect Coast Guard and government records from unauthorized disclosure or damage and will ensure that records are incorporated only into Coast Guard files or electronic recordkeeping systems and will comply with the requirements of the Freedom of Information and Privacy Act Manual, COMDTINST M5260.3 (series). You will not store, gain access to, or use classified information at home or at a non-Coast Guard work site.

Standards of Conduct: You understand the Coast Guard standards of conduct continue to apply to you while you work at your telework site(s) in accordance with the Standards of Ethical Conduct Manual, COMDTINST M5370.8 (series).

Denial or Termination: After appropriate notice to your supervisor, you may resume working at your regular worksite. After appropriate notice to you, the Coast Guard may instruct you to resume working at your assigned duty location, if: (1) your performance declines; (2) your participation adversely impacts organizational needs; (3) the need for in-office interaction between you and your coworkers or customers arises; or (4) for other work-related reasons. The Coast Guard will follow the applicable administrative or negotiated telework procedures to effect the denial or termination of telework agreements.

Employee Preparedness Plan: You have prepared a personal preparedness plan for the telework location following the guidance available at www.ready.gov.

Other Actions: Nothing in this agreement precludes the Coast Guard from taking any appropriate disciplinary or adverse action against you, if you fail to comply with the provisions of this agreement.

A. B. SEA, CAPT, USCG
Commanding Officer

DDMMMYYYY: I acknowledge the above entry.

FIRST MI LAST

1. NAME OF PERMANENT UNIT		2. NAME OF UNIT PREPARING THIS FORM		
3. NAME OF MEMBER (<i>Last, First, MI</i>)		4. EMPLOYEE ID NUMBER.	5. GRADE/RATE	6. PAGE 7

PREVIOUS EDITION MAY BE USED The CG-3307 must be prepared in original and one copy as follows: The original is filed in the SPO PDR, and the copy is mailed/mailed to Commander (CG PSC-PSD-MR) for electronic imaging into the EI PDR.

**U.S. COAST GUARD
SAFETY CHECKLIST FOR HOME TELEWORK**

This checklist assesses the overall safety of the home worksite.

WORKSITE ENVIRONMENT

1. Are temperature, noise, ventilation, and lighting levels adequate to maintain your normal level of job performance?

Yes No

2. Are all stairs with four or more steps equipped with handrails?

Yes No

3. Does the electrical system conform to appropriate local building codes?

Yes No

4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?

Yes No

5. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?

Yes No

6. Do chairs have secure casters/wheels and sturdy legs?

Yes No

7. Are the phone lines, electrical cords, and extension wires secured under a desk or along a baseboard?

Yes No

8. Is the office space neat, clear, and free of excessive amounts of combustibles?

Yes No

9. Are floor surfaces (including carpets) clean, dry, level, and free of worn or frayed seams?

Yes No

Enclosure (3) to COMDTINST 5330.4

10. Is there enough light to read?

Yes No

11. Is the residence equipped with working smoke detectors?

Yes No

COMPUTER WORKSTATION (If applicable)

12. Is your chair adjustable?

Yes No

13. Does a back rest support your back adequately?

Yes No

14. Is your computer monitor at eye level?

Yes No

15. When keying, are your forearms close to parallel with the floor? Are your wrists fairly straight?

Yes No

**U.S. COAST GUARD SELF-CERTIFICATION
INFORMATION SECURITY CHECKLIST FOR HOME TELEWORK**

This checklist assesses the overall ability to protect U.S. Coast Guard data and information processed, stored, or transmitted or received at the home worksite.

PHYSICAL SECURITY

1. Do all doors and windows have adequate locking devices?

Yes No

2. Is there a lockable file cabinet or container available to store hard-or electronic copies of documents that must be maintained?

Yes No

HARDWARE SECURITY

1. Is the computer hardware positioned so unauthorized persons cannot see the screen?

Yes No

2. Are there adequate environmental controls to protect the hardware from extreme temperatures and humidity?

Yes No

3. Does the computer have either a keyboard or power supply locking device?

Yes No

DATA SECURITY

1. Are the computer and removable media (e.g. external drives, CD-ROMs, etc.) adequately protected from unauthorized access (e.g. friends, relatives, roommates, etc.)?

Yes No

2. When remotely accessing other systems, is your user password encrypted?

Yes No

Enclosure (4) to COMDTINST 5330.4

3. Can others gain access to the computer from other systems?

Yes No

USER SECURITY

1. Have you received adequate Information Assurance (IA) awareness training?

Yes No

2. Have you signed an Automated Information Systems (AIS) User Acknowledgment Form, Form CG-5500A?

Yes No

3. Do you possess an adequate working knowledge of how your computer transmits and receives data?

Yes No

4. Do you possess an adequate working knowledge of what data needs to be protected when you transmit or receive?

Yes No

5. Do you possess an adequate working knowledge on properly storing and handling storage media (e.g. external drives, CD-ROMs, etc.)?

Yes No

6. Are you familiar with computer virus detection and eradication procedures?

Yes No