

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				

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