

Article 8. Telework

8.1 Overview

The Agency supports and encourages Telework participation to the maximum extent possible for the efficient and effective accomplishment of the Agency's operations. Telework participation is evaluated case by case based upon sound operational needs and performance management principles.

8.2 Purpose

Telework adds offsite work as a resource facilitating the accomplishment of work and continuity of operations. Telework can enable managers to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their activities. Telework ensures the continuity of essential operations and functions in the event of local or national emergencies. Telework enhances work-life balance and employees who Telework are often more productive and generate better quality work. Telework also can be helpful in recruiting and retaining the best possible workforce, while simultaneously reducing traffic congestion, emissions, and infrastructure impact in urban areas, thereby improving the environment. The Union believes these goals are consistent with the Commission's role as an employer and as a leading regulator in the energy industry.

8.3 Scope

This Article establishes the terms and conditions under which the Commission's bargaining unit employees may participate in FERC's Telework Program. The provisions of FERC's Telework Policy apply to bargaining unit employees except where they conflict with provisions of this Article, in which case this Article prevails. As specifically mentioned in the Act, FERC management is responsible and accountable for ensuring that Teleworkers and non-Teleworkers are treated the same for purposes of performance management, training, rewards, reassignments, promotions, reductions in grade, retention, and removal of employees, work requirements and/or other acts involving managerial discretion.

8.4 Definitions

Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of such an employee's position, and other authorized activities, from an appropriate alternative worksite other than the location from which the employee would otherwise work.

- 8.4.1 **Regular Telework:** Telework that occurs on a regular and recurring basis.
- 8.4.2 **Situational Telework:** Telework that occurs on an ad-hoc basis.
- 8.4.3 **Unscheduled Telework:** An option for eligible employees to Telework, to the extent possible, when severe weather conditions or other circumstances disrupt commuting.

8.5 Eligibility

8.5.1 Eligibility and participation are separate decisions. Eligibility is determined by responses to a required web-based Telework Eligibility Certification Questionnaire (TECQ) and the completion of a web-based training program. Participation requires supervisor approval.

8.5.2 Eligibility requirements:

- a) The employee must not be in a position that requires, on a daily, every work day, basis, direct handling of classified materials.
- b) The employee must not be in a position that requires, on a daily, every work day, basis on-site activity or face-to-face personal contacts that cannot be handled remotely or at an alternate worksite (e.g., hands-on contact with machinery, equipment or vehicles).
- c) The employee must not have been officially disciplined for being absent without leave (AWOL) for more than five (5) days in any calendar year.
- d) The employee must not have 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.

- e) The employee must not have received a formal leave restriction within the twelve (12) months prior to his/her application to participate in Telework.
- f) The employee must not have a documented attendance or leave abuse problem within the twelve (12) months prior to his/her application to participate in Telework.
- g) The employee's most recent rating of record must be Fully Successful or better under the five-tier rating system.
- h) The employee must certify that his/her alternative worksite provides the work environment, connectivity, technology, resource access, and security consistent with the work effort in which the employee is engaged.
- i) The employee must have completed web-based mandatory Telework training.

8.6 Terms of Participation

8.6.1 Telework is Voluntary. Employee participation in Telework is voluntary. Pursuant to this Article, an eligible employee may:

- a) Choose to Telework on a regular basis, situational basis, or both;
- b) Decline to Telework; or
- c) Choose to Telework only in the event of severe weather conditions or other circumstances when OPM/FEB or FERC management announces that employees have the option of Unscheduled Telework.

8.6.2 FERC encourages employees and supervisors to regularly discuss Telework possibilities within employees' workloads and work groups.

8.6.3 Telework Agreement. Eligible employees must have a Telework agreement in place to participate in Regular, Situational, and/or Unscheduled Telework.

- a) An eligible employee may request to enter a Telework agreement with their supervisor. Telework agreements are evaluated on a case by case basis and are made effective by mutual agreement between the supervisor and employee.
- b) The Telework agreement must include the following protocols and may be customized by employee and supervisor by mutual agreement:
 - 1) Clear protocols for how the employee and supervisor will communicate with each other and with coworkers when the employee is Teleworking.
 - 2) Clear protocols on how employees may be recalled from scheduled Telework at an alternative worksite to go to his/her Official worksite on short notice.
 - 3) Clear protocols for scheduling Situational Telework.
- c) The employee may seek guidance from the Union before entering into a Telework Agreement.
- d) If mutual agreement on the terms for a Telework agreement cannot be reached within 10 business days of an employee request, the employee may use the Telework Dispute Resolution procedure under section 8 of this Article.
- e) Telework agreements and schedules may be amended at any time by mutual consent.

8.6.4 Telework Frequency

- (a) Telework Agreements must schedule teleworkers to report physically to the regular duty station at least four (4) days per pay period. Therefore, depending on an employee's regular work schedule, telework schedules may be approved as follows:
 - (i) An employee on a 5-day, 8-hour work schedule may be approved up to six (6) regular telework days maximum per pay period,
 - (ii) An employee on a compressed 5/4/9 schedule may be approved for up to five (5) regular telework days maximum per pay period, or

- (iii) An employee on a compressed 4/10 schedule may be approved for up to four (4) regular telework days maximum per pay period.
- (b) Nothing in this agreement shall be interpreted to limit the number of days an employee may be approved to Telework on a situational basis.

8.6.5 Employee Telework Responsibilities

- a) An employee working at an alternative worksite agrees to use duty time only for the performance of official duties. While working at the alternative worksite, the employee will keep his/her supervisor (and team leaders) apprised of times when he/she may be unavailable (e.g., lunch) but such periods of unavailability may never exceed two (2) hours without prior supervisory approval.
- b) An employee will take leave when he/she performs non-official duties during his/her official duty hours.
- c) An employee must notify his/her supervisor of any changes in Telework eligibility.
- d) An employee with duties identified as mission critical under COOP must maintain contact with his/her supervisor during any office closure or emergency.

8.6.6 Supervisor Telework Responsibilities

Each supervisor is responsible and accountable for ensuring that Teleworkers and Non-Teleworkers are treated the same for purposes of:

- a) Distribution of assignments among all employees in the work unit;
- b) Use of appropriate work tracking and communication tools;
- c) Periodic appraisals of job performance;
- d) Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; and
- e) Work requirements and other acts involving managerial discretion.

8.6.7 Telework Termination

- a) An employee may terminate his/her Telework participation at any time.
- b) Normally, employees will not be removed from Telework participation for minor infraction(s) of Telework Program requirements.
- c) If an employee is terminated from participation in Telework, nothing in this agreement prohibits the employee from reapplying for Telework.

8.7 Official Worksite Announcements

8.7.1 When OPM/FEB or FERC announce that an employee's official worksite is open but employees may stay home, arrive late, or leave early, eligible employees have the following options:

- a) Telework if scheduled to Telework;
- b) request Unscheduled Telework;
- c) request Unscheduled leave (annual, sick, or comp time off);
- d) request to use their AWS day off; or
- e) request leave without pay.

8.7.2 If an eligible employee chooses Unscheduled Telework, the following protocol must be followed:

- a) notify the supervisor of his/her intent to use Unscheduled Telework no later than thirty (30) minutes after the employee's or his/her supervisor's start time, and
- b) indicate the work that he/she plans to perform or complete.

8.7.3 Employees scheduled to Telework on days when the employee's official worksite is closed must Telework or may take appropriate leave unless the employee is unable to perform his/her duties because of the worksite closure (in which case, the employee will be granted administrative leave).

8.8 Telework Dispute Resolution Process

This section replaces Article 18 for all disputes pertaining to Telework except where the dispute involves an allegation of discrimination which will be covered by Article 19.

8.8.1 Step 1. When a Telework dispute arises, the Commission's Telework Managing Officer (TMO) or designee shall confer with the Union President or designee about the dispute. Every effort will be made by the Agency and the Union to resolve disputes at the lowest level possible. By consulting with the supervisor(s) and employee(s), together they shall ascertain the underlying facts and attempt to resolve the dispute within five (5) business days.

8.8.2 Step 2. If no satisfactory resolution is reached after five (5) business days in Step 1, and the employee desires further consideration, a written grievance should be submitted to the Office Director or designee. Such request must be made within ten (10) business days after Step 1 is concluded. A decision will be rendered by the Office Director within ten (10) business days.

8.8.3 Step 3. If the grievance is not satisfactorily settled at Step 2, the Union may refer the matter to Arbitration within thirty (30) calendar days of the Office Director's written decision in accordance with the provisions of LMA Article 20. If the due date of the arbitration request falls on a non-workday, the arbitration request is due on the next business day.

8.9 Information Availability to Employees and Union

8.9.1 The Union will be copied on the annual report from the FERC Deputy Chief Human Capital Officer to the Chair and Vice Chair of the Chief Human Capital Officers Council on Commission management efforts to promote Telework as dictated by the Telework

Enhancement Act of 2010. Furthermore, on a quarterly basis, the Union will be provided data, broken down to the branch level, with:

- a) Total number of employees
- b) Number and percent of employees who are eligible to Telework
- c) Number and percent of eligible employee who are Teleworking
 - 1) 3 or more days per pay period
 - 2) 1 or 2 days per pay period
 - 3) Once per month
 - 4) On an occasional episodic or short-term basis

8.9.2 Employees in each division of each office will have real-time access to Telework schedules of every employee in their division for planning purposes and transparency.

8.9.3 The Union will be provided a copy of disapproved Telework Agreements for bargaining unit employees within five (5) business days of the disapproval.

8.10 Telework as a Reasonable Accommodation

Eligible employees may request Telework as a reasonable accommodation under the Commission's Reasonable Accommodation Policy.

8.11 Agency Provision of Equipment for Teleworkers

Nothing in this Article requires or prohibits the Commission from providing equipment or services to employees to facilitate their ability to Telework.

8.12 Mid-term Negotiations

If the Union and the Agency mutually agree that changes to this Article are necessary or desirable, the parties may engage in negotiations commencing no earlier than six months after this Article is made effective.