

MEMORANDUM OF UNDERSTANDING
between
National Archives and Records Administration
and
American Federation of Government Employees Council 260

Pursuant to negotiations between the above parties, and in the spirit of cooperative labor relations, the parties agree to the following:

I. TELEWORK

A. Definitions

1. Remote work

- a. Remote work is an arrangement under which an employee is not expected to report to an agency worksite to perform their duties. Remote work may or may not occur within the commuting area of a NARA facility. Under remote work, the employee's official duty station is the remote work location (usually the employee's residence).

2. Telework

- a. Telework is an arrangement that allows an employee to work from an approved alternative worksite other than the employee's official duty station for an approved number of days each pay period (up to five days per week and including maxiflex) or on an ad-hoc basis.
- b. Telework occurs within 50 miles of the employee's official duty station, except an employee who reports to a NARA facility at least two days per pay period may telework outside of the 50-mile range. Under telework, the employee's official duty station is the assigned NARA facility.
- c. If an employee temporarily relocates to a telework location more than 50 miles away from their current duty station and does not return to their official duty station for at least two days in any pay period, the Agency may change the employee's official duty station, which may change the employee's locality pay adjustment.

- d. Under normal circumstances, the Agency will not change an employee's official duty station if they are on approved leave on the days they are scheduled to report to the official duty station.
3. For remote work and telework, the employee provides their own workspace to accomplish their day-to-day work and the remote work or telework location is usually the employee's residence.

B. Eligibility

1. All permanent positions are eligible for telework, without regard to the essential duties of the position or Article 9, Section 2A of the National Agreement. The number of days granted will be based on legitimate business needs and continued eligibility as otherwise provided in Article 9.
2. For recurring telework, an eligible employee may be granted a maximum of five telework days per week (and six days per week for maxiflex employees), without regard to Article 9, Section 3C, of the National Agreement between NARA and AFGE Council 260, dated February 2019 ("National Agreement"). The number of days granted will be based on legitimate business needs and continued eligibility as otherwise provided in Article 9.
3. An eligible employee may be granted five telework days per week (and six days per week for maxiflex employees) without the Resource Allocation Board (RAB) approval or cost-benefit analysis required in Article 9, Sections 2D and 3A, of the National Agreement, provided that the employee resides within 50 miles of their official duty station.
4. An eligible employee may be granted remote work without the Resource Allocation Board (RAB) approval or cost-benefit analysis required in Article 9, Sections 2D and 3A, of the National Agreement, provided that the employee resides within 50 miles of another NARA facility and the employee will not be needed at their assigned NARA facility, even on a rare or occasional basis.
5. In the event that a remote worker or teleworker fails to meet the employee eligibility requirements in Article 9, Section 2B, the telework agreement will not be automatically rescinded. This section supersedes Article 9, Section 4C of the CBA.

C. Travel

1. The Agency is responsible for all authorized travel expenses when a remote worker is required to report to a NARA facility. The Agency is not responsible for a teleworker's travel expenses between their residence and the official duty station.
2. The Agency will only reimburse Temporary Duty Station (TDY) travel that has been authorized in advance in writing. The Agency will only reimburse local travel that has been approved in advance. Approval by email is acceptable.
3. The Agency will reimburse a teleworker when the Agency requires them to report to a location other than the official duty station. If the other location is within the employee's regular commuting area, the ordinary costs of commuting to the official duty station must be deducted from any reimbursement. The Agency will reimburse remote workers for all travel, including local travel, required by the Agency.
4. In general, local travel to a location other than the employee's official duty station will not count towards a teleworker's requirement to report to the duty station if the teleworker lives more than 50 miles from their official duty station. When the Agency's requirements to travel, including local travel, would prohibit the employee from satisfying their obligation to report to the official duty station, the Agency will not change an employee's official duty station for that pay period.

D. Resources

1. Teleworkers remain eligible to participate in the Public Transit Subsidy Program.
2. Information Technology
 - a. The Agency provides remote workers and teleworkers with a portable device (laptop or tablet) to enable telework. The employee must provide an internet connection and a safe workplace within their remote or telework location.
 - b. Remote workers and teleworkers must contact the help desk when their laptop, tablet, or a software application experiences problems. When the problem impacts the employee's ability to perform work, the

remote worker or teleworker must notify their supervisor as soon as practicable.

- c. A remote worker or teleworker is eligible for weather and safety leave for periods they are unable to work due to an issue with NARA-issued or provided technology or when internet service is disrupted for reasons outside the control of the employee. A teleworker may be required to report to a facility to fix or replace a laptop or tablet or to work onsite for the duration of a technology-based disruption.
- d. Employees may leave their laptop at a NARA facility overnight. Employees who leave their laptops at the facility overnight must either lock their laptop or keep it in a secure location. The Agency will provide laptop locks on request.

- 3. The Agency will not provide office supplies, other consumable items, or furniture for remote workers or teleworkers for use at the remote worksite or telework location, except in accordance with an approved reasonable accommodation.

E. Assigning work

- 1. The Agency is committed to ensuring that all NARA employees have the opportunity to telework. The Agency is committed to expanding the amount of work that is available for remote work and telework. Telework opportunities will be distributed as fairly as possible, subject to law and regulation.
- 2. The Agency will assign work in a way that maximizes telework availability when doing so does not negatively affect efficiency or productivity.
- 3. An employee may complete telework assignments that support the needs of the Agency and, with supervisory approval, the work of other work units. Rating officials will document successful performance of telework assignments on the employee's performance appraisal. Rating officials will take into consideration the employee's service on telework assignments when determining the employee's performance rating.

F. Rescinding and modifying telework agreements

- 1. The Agency will rescind a telework agreement:

- a. If the employee has been disciplined for being absent without leave for more than 5 days in any calendar year; or
 - b. If the employee has been disciplined for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.
2. The Agency may rescind a telework agreement, without regard to Article 9, Section 4C of the National Agreement:
 - a. If telework diminishes employee or agency performance, even after attempts to mitigate such diminishment have been attempted; or
 - b. If an employee does not comply with the terms of the written telework agreement.
3. An employee may voluntarily request to change their telework agreement at any time.
4. If the Agency needs to reduce telework days or hours of an employee, or change an employee from a fixed telework schedule to ad-hoc, or rescind a telework agreement for reasons other than those listed in paragraphs F1 and F2, above, the employee will be given at least two full pay periods of advance, written notice, except in the case of Agency exigency.

II. ELECTRONIC MONITORING OF EMPLOYEES

A. Security cameras and Physical Access Control System (PACS) data

1. The Agency uses security camera footage and Physical Access Control System (PACS) data as evidence in audits and investigations. Security camera footage and PACS data will not be used as a method of monitoring for non-security purposes.
2. The Agency will not use security camera footage or PACS data to initiate an administrative investigation, performance-based action, or discipline-based action. The Agency may review existing footage and PACS data when needed in the course of an administrative investigation. The Agency will use footage and PACS data whenever needed to maintain security. The Agency may use footage or PACS data in an audit, criminal investigation, or Office of the Inspector General (OIG) referral.

3. Security cameras and PACS data will not be used to monitor employee productivity.
 4. If the Agency uses security camera footage and/or PACS data to support an administrative action, the employee and the Union, if representing the employee, will be provided a copy of all relevant evidence collected through such surveillance.
 5. Supervisors will not be provided with security camera footage and/or PACS data except when needed to maintain security or in a criminal investigation or through the process described in paragraph 6, below.
 6. When security camera footage and/or PACS data are needed, NARA's human resources shared services provider (ARC) and the Chief Human Capital Officer ("CHCO", or designee) will determine whether the footage or PACS data is necessary to support an administrative investigation, performance-based action, or discipline-based action. ARC or the CHCO (or designee) will request footage and/or PACS data from the Security Management Division (BX) or, at facilities other than Archives I and Archives II, the Designated Official. ARC or the CHCO (or designee) will review the footage and/or PACS data before sharing it with the proposing or deciding official.
 7. The Union may request footage and/or PACS data through the information request process in Article 30 of the National Agreement.
- B. Webcams, desktop / laptop cameras, cell phone cameras, and meeting recordings
1. The Agency will not require an employee to turn on webcams, desktop / laptop cameras, or cell phone cameras in meetings.
 2. The Agency will not deliberately activate cameras in or attached to NARA-issued IT equipment. The Agency will not use footage from webcams, desktop / laptop cameras, or cell phone cameras for productivity monitoring or disciplinary purposes.
 3. The Agency will not record meetings unless there is a legitimate business need. Attendees will be informed of the purpose of the recording and who will have access to the recording and/or any transcripts.

4. When a meeting is recorded, all attendees will be notified at the start of the meeting. Employees who do not want to be recorded or on camera may be required to attend but will not be required to participate. The Agency records All-Hands meetings, Town Halls, and similar meetings, as well as training events, and may not provide advance notice that these meetings are recorded.

C. Google Suite and collaboration tools

1. The Agency will not use Google Suite and collaboration tools as a surveillance tool, except when needed for security and to ensure compliance with laws.
2. The Agency will not use an employee's Google Status indicator, or presence or lack of presence in a shared document, to validate time and attendance data and will not initiate performance-based actions or disciplinary actions based on this information alone.
3. The Agency may use shared Google documents or other collaboration tools as a training tool, including for performance improvement.
4. A supervisor may require a direct report to share their Google calendar at a "details" level with the supervisor only. Employees may mark individual appointments as "private" to block detailed information on the appointment when privacy is needed. A supervisor may require an employee to share the employee's Google calendar with other employees at the "free/busy" level, but not at the "detail" level.
5. A manager or supervisor may require a shared calendar where the employee or leave-granting official notes absences but will not post, and will not require employees to post, any details regarding the absence other than days and/or start and end times. Shared leave calendars are for informational purposes only and will not be used for time and attendance purposes.
6. The Agency will not use keystroke loggers or other employee monitoring software or devices to monitor employee productivity.

D. Photographing employees

1. Employees have the right to refuse to be photographed or recorded on video, other than for security purposes, by the Agency. An employee must refuse in each instance and cannot provide a blanket refusal.

2. The Agency will obtain a release from employees before using employee photographs or video recordings for promotional purposes.

III. SUPERVISORY COVERAGE FOR OPENING AND CLOSING

A. SUPERVISORY COVERAGE

1. The Agency establishes opening and closing times for each facility. The Parties agree that the time between opening and closing at each facility will be as wide as practical in order to provide as much flexibility as possible in employee work schedules.
2. In general, the Agency requires a supervisor or Management official to be present in any NARA facility where employees are working.
3. A Lead Technician or any employee with similar responsibilities in their position description may voluntarily serve in place of a supervisor for the purpose of coverage to open or close the facility on weekdays, and all day on weekends.
4. "Opening" and "closing" means providing supervisory coverage at the beginning and end of the day on weekdays and providing supervisory coverage for weekend work and may or may not include locking and unlocking the facility. Supervisory coverage means fulfilling the responsibilities listed in paragraph C, below.

B. ASSIGNMENT

1. Opening and closing responsibilities will be offered to qualified employees on a voluntary basis.
2. Every reasonable effort will be made to distribute opening and closing responsibilities equally among qualified volunteers to the extent practicable.
3. Management will schedule opening and closing responsibilities based on a rotation system among qualified volunteers.
4. The Agency agrees to establish an opening and closing roster on a current basis. Employees or the Union may review the roster.
5. If no qualified employee volunteers, and no supervisor or Management official is available, NARA will close the facility; employees who are not telework-ready

will be granted weather and safety leave, and scheduled overtime will be canceled.

6. When an employee who has previously volunteered to serve in place of a supervisor requests relief from an opening and closing assignment, the employee will provide as much advance notice as possible. When an employee requests relief, the supervisor will offer the opening and closing assignment to other qualified employees, in accordance with the rotation system.

C. RESPONSIBILITIES

1. When an employee volunteers to serve in place of a supervisor, the Agency will designate an off-site supervisor to serve as the supervisor-on-call for that facility.
2. Employees will be trained in the Occupant Emergency Plan and Records Emergency Response Plan for their facility.
3. The employee volunteer must be prepared to follow Agency procedures to respond to various types of emergencies or unexpected events. The Agency will provide the required procedures.
4. The employee volunteer may or may not be responsible for locking and unlocking the facility.

D. RECOGNITION

1. Employees will be compensated for overtime work, may earn compensatory time, and may voluntarily earn credit hours when opening and closing duties extend past the employee's scheduled duty day.
2. Rating officials will document successful performance of opening and closing duties on the employee's performance appraisal. Rating officials will take into consideration the employee's service for volunteering to open and close when determining the employee's performance rating.

IV. QUICKTIME SELF-ENTRY and SIGN-IN / SIGN-OUT PROCEDURES:

A. Quicktime self-entry

1. Quicktime is the Agency's time and attendance system. Quicktime is used to record the total number of hours worked and hours of absence in each bi-weekly pay period.
2. Employees will not be required to request leave in Quicktime. Employees will request leave in accordance with the procedures in Article 10 of the National Agreement, except that an employee who chooses to request leave or LWOP in Quicktime will not be required to also submit a separate written request for leave (email for leave of 3 days or fewer or OPM Form 71 for leave longer than 3 days and FMLA leave) or LWOP (written memorandum or OPM Form 71) requesting the same leave.
3. If an employee is unable to enter or verify their timesheet, the employee must notify their supervisor. The supervisor will arrange for the timekeeper or an alternate to enter and validate on behalf of the employee.
4. Any requirement to use NA Form 3032A or NA 3032B in the National Agreement will change to require data entry in Quicktime.

B. Sign-in and sign-out procedures

1. Quicktime will not be used for sign-in and sign-out procedures.
2. The Agency requires sign-in and sign-out procedures. Employees will not be required to sign in/out in more than one place each day.
3. Sign in/out procedures will be used for telework and onsite work. Data collected will include the following information:
 - a. Date;
 - b. Time of arrival at beginning of workday;
 - c. Time of departure at end of workday;
 - d. Sign in/out when an employee temporarily leaves the worksite during the work day (including local travel and/or offsite meetings); and

- e. Telework status (“telework” or “onsite”).
- 4. The Agency will not use minor discrepancies in sign-in and sign-out data as the primary justification to support a performance or conduct-based action.
- 5. The preceding paragraphs (IV.B.1 through 4) supersedes Article 8, Section 7 of the National Agreement.

V. MAXIFLEX

A. Definition

- 1. Maxiflex: Allows full-time employees to vary their start and end times on a daily basis, vary work days, work more than eight hours per day, and complete the 80 hour per pay period basic work requirement in fewer than 10 days. All provisions of the maxiflex schedule apply to part-time employees, except that the employee’s basic work requirement is less than 80 hours.
- 2. Maxiflex employees may earn credit hours or compensatory time for hours worked in excess of 80 hours in a pay period. Maxiflex employees may only earn credit hours or compensatory time after completing their entire work requirement for the pay period (80 hours for full-time employees), and with advanced supervisory approval.

B. Eligibility

- 1. All permanent, General Schedule employees, regardless of grade, are eligible for a maxiflex work schedule. Maxiflex is available for both full-time and part-time employees.
- 2. An employee on a maxiflex work schedule may be assigned a different work schedule on a temporary basis for legitimate business needs. Affected employees will be given two weeks advance notice when any temporary alteration to participation in a maxiflex schedule is required by the Agency. However, in emergency situations, as much notice as possible will be given. Written notification will be given to the Union when such changes exceed 30 days.

C. Hours

- 1. Maxiflex employees can be assigned specific days and times when they are required to work and/or work onsite when there is a legitimate business need.

Maxiflex employees are not required to otherwise commit to work specific days or hours in a pay period (except for core hours). Maxiflex employees must meet their basic work requirement.

2. As a minimum requirement, a maxiflex employee must have at least 2 core hours on each of 2 workdays within a biweekly pay period.
3. The supervisor and maxiflex employee will agree to core hours for each maxiflex employee. If the supervisor and employee do not agree on different core hours, they will be from 10 AM to Noon, local time, on each Wednesday.
4. Maxiflex employees may work fully onsite, fully telework, or a combination of onsite and telework. Maxiflex employees may work onsite at any time within the opening and closing hours of the facility. Maxiflex employees may telework at any time, 12:00 AM through 11:59 PM, Monday through Saturday, provided that they work their core hours. Maxiflex employees are not authorized to work or earn credit hours on Sundays.

Debra Steidel Wall

Date: November 10, 2023

Debra Steidel Wall
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Date: 11/14/2022

Mitchell Buffone
AFGE Council 260 President