

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, PORTSMOUTH NAVAL SHIPYARD (PNS)
AND
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS
(IFPTE LOCAL 4)

Subj: ARTICLE 37 TELEWORK

Ref: (a) Settlement Agreement for ULPs BN-CA-18-0056 & BN-CA
18-0269 of 29 Mar 2022, Section 1, first two
sentences
(b) Article 37 Telework of 07 Nov 2023
(c) Federal Service Impasse Panel (FSIP) Case No. 23
FSIP 064

1. PURPOSE: This Memorandum of Agreement is made by and between the International Federation of Professional and Technical Engineers Local 4 (IFPTE) or (the Union) and Portsmouth Naval Shipyard (PNS) or (the Employer), collectively known as "the Parties". The purpose of this document is embodying the terms of the agreement concerning references (a) and (b) reached under the auspices of FSIP Chairman Martin H. Malin (reference (c)).

2. This agreement implements reference (b) upon final signature. Reference (b) replaces Article 37 in the parties Collective Bargaining Agreement (CBA) of 21 May 2020 in its entirety. Reference (b) shall remain in full force and effect until a successor agreement for this article is negotiated.

3. It is recognized that amendment to this Agreement may be required because of changes in applicable laws, Executive Orders, Office of Personnel Management government wide regulations issued after the date of execution of the Agreement. In this event, the parties will meet for the purpose of negotiating new language that will bring the Agreement into conformity with the new requirements. Such amendments shall be duly executed by the parties and will become effective on a date determined to be appropriate under the circumstances.

Subj: ARTICLE 37 TELEWORK

4. It may be opened for amendment by mutual consent of the parties at any time after it has been in force and effect for at least three months. Any request for an amendment to Article 37 shall be in writing and must be accompanied by a summary of the amendment proposed. Representatives of the Employer and the Union shall meet, within 14 work days after receipt of such request, to reopen the Agreement for amendment and negotiations. Agreement shall be evidenced by written amendment duly executed by both parties.

5. Remote Work Pilot Program:

a) The Agency will conduct a pilot program to enable select employees to remote work. Participation in the pilot program by IFPTE Local 4 Bargaining Unit Employees will be voluntary.

b) Remote work is an alternative work arrangement that involves an employee performing their official duties at an approved alternative worksite away from an agency worksite, without regularly returning to the agency worksite during each pay period. Employees volunteering to participate in the pilot program will be required to submit a Remote Work Agreement in lieu of a DD-2946.

c) The program will provide the Agency and the Union an opportunity to identify and address advantages to be gained from and challenges presented by remote work. A purpose of the program will be to maximize remote work opportunities in an effort to aid recruitment and retention for hard-to-fill positions.


d) The Agency will notify the Union what Bargaining Unit employees and positions were selected to participate in the pilot program and provide to the Union copies of all signed Remote Work Agreements for the pilot program.

e) Upon six months after the signing of this Agreement, taking into account the findings of the pilot program, the Agency agrees to include in the negotiations for the next CBA a new article covering remote work.

Subj: ARTICLE 37 TELEWORK

f) Upon the conclusion of this Remote Work Pilot Program, the Agency may authorize employees who have been participating in the pilot program to continue with their Remote Work arrangements, subject to the conditions outlined in the new Remote Work Article.

6. AGREEMENT: The preceding terms of this Agreement have been agreed to be followed by PNS and the IFPTE Local 4.



EUEDES JAMES
President IFPTE



M. C. OBERDORF

Date: 11/9/23

Date: 11/8/23

ARTICLE 37 – TELEWORK

§ 1. – General Principles.

- A. The Parties recognize that telework arrangements may: (a) protect environmental quality and conserve energy by reducing traffic congestion and vehicle emissions; (b) improve employees' work lives by allowing a better balance of work and family responsibilities and reduce work- related stress; (c) improve the Employer's ability to recruit and retain a high-quality workforce in a competitive job market; and (d) provide for continuity of operations during emergencies. In recognizing the benefits, both parties also acknowledge the need of PNSY to accomplish its mission. Eligible employees may participate in the telework program to the maximum extent possible without diminished employee performance. (Public Law 106-346, 359 of October 23, 2000 and Public Law 111-292 of December 9, 2010).
- B. Telework is subject to approval by the Employer and is not an employee entitlement. The Employer will grant or deny an employee's request to participate in the Program consistent with law, regulations, and the provisions of this article. Moreover, while telework should provide greater options to employees seeking to balance their work and family demands, telework may not be used for dependent or family care, nor may it be used to conduct other personal business while the employee is in official duty status at an approved alternative work site.
- C. Participation in the telework program is voluntary, and an employee may choose to discontinue a telework arrangement at any time.
- D. Participants in the telework program will receive the same treatment/opportunities as non-teleworking employees in accordance with the Telework Enhancement Act of 2010, § 6503.

§ 2. – Definitions

For purposes of this Article, terms contained herein have been defined:

Alternative Worksite – A location in the employee's home, designated by the employee as the location they will use to perform their official duties, or another location approved by the employee's immediate supervisor.

Official Duty Station – An employee's Official Duty Station is the Official Duty Station as defined by applicable Office of Personnel Management (OPM) regulations, particularly 5 C.F.R. § 531.605.

Telework – Performance of official duties at an alternative work site (i.e., home or other satellite work location).

Teleworker – An employee (i.e., permanent, part-time, temporary) who works at an Alternative Worksite (i.e., home, or other satellite work location) either on a situational and/or recurring schedule with a written agreement.

Telework Agreement – A written agreement (DD Form 2946), completed and signed by an employee and appropriate official(s) in his or her mission area/agency/staff office that outlines the terms and conditions of the telework arrangement.

§ 3.

A. All employees may request a telework arrangement.

B. The following telework arrangements are available:

- 1) Situational / Ad Hoc**– Approved telework performed when an employee's work assignments, or part of his/her work assignments, can be performed remotely for a portion of the day or week. Situational telework may be recurring for short periods of time. For example, an employee may have a special project that warrants the use of situational telework on the same day or days for a number of consecutive or non-consecutive weeks. If the Employer approves an employee's request for a recurring telework arrangement, the employee is automatically approved for a situational telework arrangement. Prior supervisory approval is required for each and every situational occurrence. A situational telework arrangement normally will last for one, two, or three days but may be longer. The telework agreement allows for situational/ad hoc telework days based on command or employee needs.
- 2) Recurring Telework** – A recurring telework arrangement can be up to five days per week. Employees must report to the Shipyard (or the PNSY San Diego Detachment) 2 days per pay period at a minimum, which may occur in the same week. If the Employer approves an employee's request for a recurring telework arrangement, the employee's telework schedule will remain fixed, unless and until changed in accordance with this Article. An employee with a performance summary rating of "Unacceptable" will be ineligible for a recurring telework schedule

When directed to report to the Shipyard (or the PNSY San Diego Detachment) on a telework day for any amount of time, for instance, for an unplanned meeting, or an emergency at the Official Duty Station, the day will be counted as a non-telework day for schedule purposes. Should an employee be required to report to Portsmouth Naval Shipyard (or the San Diego detachment) on a normally scheduled telework day(s) then the employee shall be allowed to switch a future normally scheduled onsite day(s) of their choosing to a telework day(s). Management will approve the employee's selection of the switched telework day, unless such approval would be highly impracticable. The reason for such a disapproval shall be communicated in writing to the employee.

- 3) **Temporary Medical** – An employee may request an ad hoc or recurring telework arrangement where a documented medical condition of the employee or family member temporarily prevents the employee from performing their duties at PNS (or San Diego Detachment). Such temporary requests may be for as many days during the pay period(s) as medically necessary, including the entire pay period(s). Temporary medical telework requests will not be unreasonably delayed or denied. The Agency shall return a written decision to the employee within three (3) workdays from the date the employee submits the request and the necessary medical documentation from the employee’s medical practitioner.
- 4) **Reasonable Accommodation** – Approved ad hoc or recurring telework performed to enable an employee with a disability to perform the full range of their official duties.
- 5) **Continuity of Operations Plan (COOP)** – Not Currently Ad hoc or recurring telework performed to ensure that the Agency can continue to perform mission essential functions during a wide range of emergencies, such as but not limited to localized acts of nature, accidents, and technological or attack-related emergencies. Telework is a core capability of a COOP. In the event of a COOP activation, individual telework arrangements may be altered at the discretion of management.
- 6) **Unscheduled telework** – When an unscheduled leave policy is in effect, all employees with an approved DD 2946 (DoD telework agreement form) are eligible to participate in unscheduled telework. When PNSY is open with the unscheduled leave policy in effect, employees may: report to work; notify their supervisor of their intent to telework or use leave. Employees participating in unscheduled telework must have an appropriate amount of work to complete during the workday at their alternate work site. If an employee does not have enough work (after contacting their supervisor for work assignments), the employee must report to work or contact their supervisor to report their intent to use leave.

§ 4. – Eligible Positions

- A. Positions most suitable for telework include specific work activities that are portable and can be performed as effectively and efficiently outside the office. Face-to-face contact with other employees and clients is predictable or contact can be efficiently managed through telephone or email communications.
- B. Work suitable for telework depends on the nature and job content, rather than job series or title, type of appointment, or work schedule. Jobs not entirely suited for telework may contain duties that can be performed at an Alternative Worksite either on a regularly scheduled or situational/ad hoc basis.
- C. Tasks and functions (positions) generally suited for telework include, but are not limited to:
 - 1) Writing
 - 2) Policy development

- 3) Research Analysis (e.g., investigating, program analysis, financial analysis), Report writing
- 4) Telephone-intensive tasks
- 5) Computer-oriented tasks
- 6) Data processing in cases where the security of data can be adequately assured
- 7) Calculations
- 8) Training

§ 5-1. – Eligible Employees

- A. A telework arrangement is in effect after the supervisor or authorized management official and employee complete the DD Form 2946.
- B. Employees eligible for telework involve tasks and work activities that:
 - 1) Are portable, do not depend on the employee being at the traditional worksite, and are conducive to supervisory oversight while teleworking;
 - 2) Do not require frequent planned face-to-face interaction with supervisors and co-workers. If the employee's work does require frequent face-to-face interaction, the Employer will consider, in accordance with Public Law 106-346, 359 of October 23, 2000 and Public Law 111-292 of December 9, 2010, whether the use of telephone and/or email communications, or adjustments to employees' schedules, is an appropriate substitute; and
 - 3) Do not require specialized equipment or reference materials that are only available at the traditional worksite (e.g. classified information), or access to specialized equipment or reference materials can be grouped and scheduled for when the employee is scheduled to be present at the traditional worksite.
- C. An employee whose tasks and work activities as described above in Section 3B make them ineligible for regular and recurring telework may still be eligible to request situational telework if there are sufficient work assignments that can be performed at an Alternative Worksite without diminishing the employee's performance or Agency operations.

§ 5-2. – Selection of Telework

All eligible bargaining unit employees will be allowed to request to telework (defined as teleworking for 1, or 2, or 3, or 4, or 5 days per week). There will be no arbitrary and capricious limitations on the approval of telework arrangements among eligible groups of employees.

With Management's prior approval, a Bargaining Unit employee can work Overtime or Compensatory Time while teleworking in excess of their normal telework scheduled number of days per week.

If multiple employees in the same branch request similar telework arrangements and not all can be accommodated by the Employer, such requests will be decided by the Employer based Service Computation Date (SCD) (for leave purposes as listed on the employee SF-50, Block 31), except where there is a legitimate business reason not to do so. The employer shall present such business reason to the employee(s) in writing.

§ 6. – Decision to Grant or Deny a Telework Request

- A.** The supervisor's decision to grant or deny an employee's request for an ad hoc or recurring telework arrangement will be based on the nature and content of the employee's job, whether the arrangement interferes with the Employer's ability to meet mission, staffing and workload requirements and whether the employee's request is otherwise consistent with this article.
- B.** In deciding whether to grant or deny a telework request, the supervisor will consider the following factors:
 - 1)** The employee has demonstrated self-motivation, independence, and dependability in accomplishing work assignments;
 - 2)** The employee can work effectively in an isolated environment; and
 - 3)** The employee has good time management skills
- C.** The Employer may limit or exclude an otherwise eligible employee's participation in a telework arrangement if he or she:
 - 1)** Is on a performance improvement plan (PIP) or has significant performance weaknesses previously communicated to the employee in writing at least thirty (30) calendar days before any change to the employee's telework arrangement;
 - 2)** The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year;
 - 3)** The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.; or
 - 4)** Has work that requires him or her to be physically at PNS (or San Diego Detachment) in order to accomplish his or her duties (e.g., receiving visitors, sorting or delivering mail, making copies of or binding documents, or providing on-site computer support that can't be done remotely); or

- 5) Is requesting a recurring telework arrangement and he or she proposes an alternative work site so far away from PNS (or San Diego Detachment) that physically reporting would be impractical.
- D.** The Employer may modify, suspend, or terminate an employee's telework arrangement (for just cause) if the Employer finds that:
- 1) The employee fails to adhere to the provisions of his or her Telework Agreement;
 - 2) The employee's continued participation in the telework arrangement is inconsistent with this article;
 - 3) The employee's performance has declined (for example, where the employee fails to meet established deadlines or fails to progress satisfactorily on assignments, but not insignificant fluctuations or declines in performance); or
 - 4) The employee fails to truthfully report time worked.

Under these circumstances, the Employer will give the employee at least 14 calendar days advanced written notice of the proposed suspension or termination of the employee's telework arrangement. The notice shall describe the reasons for the proposed suspension or termination.

When an employee's telework arrangement is suspended, the notice shall inform the employee of any conditions that must be met to resume his or her telework arrangement. The conditions set forth shall be real, obtainable and within the normal work duties of the employee.

The notice shall also provide the employee an opportunity to respond to the proposed suspension or termination, either orally or in writing, before the end of the notice period. The notice shall inform the employee of his or her right to have a Local 4 Union representative with them during an oral response. Nothing in this Section shall limit an employee's and the Union's rights pursuant to Article 7 of this CBA to contest a decision by the employer to suspend or terminate an employee's telework arrangement.

Management will make every effort to work with the employee to cure the problem or problems that resulted in the modification, suspension, or termination of an employee's telework arrangement and will allow the employee to resume his or her telework arrangement as soon as practicable.

Termination or suspension of an employee's Telework arrangement shall not prohibit an employee from reapplying for a telework arrangement.

- E. The Employer will respond to a properly submitted request for a recurring or ad hoc telework arrangement within ten (10) work days. Denial of a recurring or ad hoc telework arrangement will, upon request, be provided to the employee in writing, specifying in detail the reason(s) for denial.

§ 7. – Training

Any employee considering participation in the Telework Program is required to complete telework training prior to submitting a "Telework Request and Agreement Form" and an Alternative Worksite Safety Checklist. The telework training can be found via the Employer's online training system and shall be available for viewing by employees at any time.

§ 8. – Telework Agreement

- A. An employee requesting to work a telework arrangement will submit a signed "Telework Request and Agreement Form" to his or her supervisor. The telework agreement documents the terms and conditions of participation in the telework program. The agreement must be signed by both parties prior to the start of teleworking.
- B. If employees have an approved agreement for recurring telework, they may also situationally/ ad hoc telework, with advance supervisory approval, without submitting a situational/ad hoc telework agreement.
- C. Employees may be required to re-certify their telework agreement every two years to ensure that all information is accurate and up to date.
- D. Consistent with this Article, a supervisor may elect to review telework agreements as the business need arises to ensure compliance with this Article, and any modifications to the telework agreement may only be made pursuant to this Article. The supervisor will discuss the reasons for any modification to the telework agreement with the employee and, upon request, provide the reasons for such revision in writing to the employee.
- E. The employee must submit a new Telework Request when either of the following occurs:
 - 1) The employee is promoted, reassigned, or detailed to a different position; or
 - 2) The employee wishes to make any change to the original approved telework arrangement, such as the number of telework days, location of Alternative Worksite, etc.
- F. If an employee seeks to discontinue his or her established telework arrangement, he or she must notify his or her supervisor.
- G. An employee may submit a written request to change his or her recurring telework schedule. The Employer will normally respond to the request within fourteen (14) calendar

days. In the event of denial, upon request, the Employer will provide the employee with the reason(s) for the denial in writing. The employee may contest a denied change to his or her recurring telework schedule IAW Article 7.

- H. For a particular pay period, an employee may request to change his or her scheduled telework day to another day in the work week. Such request may be granted as long as the change does not unreasonably interfere with staffing and/or workload requirements.

§ 9. – Maintaining a Safe Alternative Worksite

- A. If the Alternative Worksite is the employee's home, the employee must designate a room or location in their home for placement and use of the work materials. An employee will ensure that this alternative work site location is safe and has adequate workspace, lighting, ventilation, temperature controls, telephone service, power, smoke alarms, and security. As part of the telework approval process, the employee is required to complete and submit with the telework request form, the Self Certification Safety Checklist prior to teleworking if requested by the employer.
- B. A teleworker is covered by the applicable provisions of the Federal Employee's Compensation Act if injured while performing official duties at his or her approved alternative work site. An employee will notify his or her supervisor immediately of any such accident or injury and will complete any required forms. The Employer will investigate such an incident promptly.
- C. The Employer will not be liable for damages to a telework employee's personal or real property while the employee is working at an alternative work site, except to the extent the Employer is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

§ 10. – Official Duty Station

For pay and travel purposes, the employee's official duty station shall be used.

§ 11. – Performance of Work

- A. Performance requirements for teleworking employees are the same as those for non-teleworking employees. Nothing in this Article shall affect the Employer's right to assign work or make reasonable requests to ascertain the status of work assignment(s) in accordance with applicable laws, rules, regulations, the Employer's needs, or operational goals. The employee will notify a member of the supervisory chain if and when lack of access to resources, documents, or data makes performing assigned duties while teleworking impracticable.

- B.** A teleworking employee will be available at a specified Alternative Worksite to supervisors, co-workers, and the customer by telephone, voicemail, e-mail, and other communications media during his or her scheduled daily tour of duty.
- C.** Employees shall comply with supervisor direction regarding reasonable contact requirements such as changes to voice mail messages, number of times daily required to check voice mail, email contact, phone contact, and other requirements as directed by their supervisor. These contact requirements shall not be overly burdensome and shall be fairly applied. The parties recognize that the nature of telework may result in reasonable inquiries or communications to the teleworker not made to the staff as a whole.
- D. – Communications**
 - 1)** The Employer will take reasonable steps to ensure that the private residential or cellular telephone numbers of telework participants will not be available to the public.
 - 2)** The teleworking employee must be available by phone and email during telework hours. They must ensure that supervisors, coworkers, and customers have a current phone and email contact information and that they notify the supervisor of any changes. Employees will only be required to field business phone calls while on duty. In the event that the employee misses a telephone call, he or she will return the call in a reasonable timely fashion.
- E.** An employee and his/her supervisor may meet to discuss any issues relating to the employee's performance while on telework. This discussion may include identifying any problems or obstacles, which may be interfering with the employee's ability to perform the required work under his/her telework arrangement

§ 12. – Balancing Work and Family Needs

- A.** Telework arrangements are for the performance of official duties and, while the arrangements give teleworkers flexibility, the work hours should not be treated as an opportunity to conduct personal business.
- B.** Teleworking is not a substitute for childcare or dependent care. The teleworker must continue to make arrangements for child or dependent care to the same extent as if he or she was working at the traditional office. It is permissible for a caregiver to be present at the Alternative Worksite to take care of a dependent (e.g. newborn to non-school age and/or elderly person) while the teleworker is officially working.
- C.** If a situation arises where the teleworker must attend to a dependent at the Alternative Worksite during scheduled duty hours, the teleworker shall immediately notify the supervisor to request to take leave or request to make other arrangements. Acceptable forms of communication are as follows: text, email and phone call. The Supervisor shall respond

to such requests in a timely manner. In the event that the supervisor is unable to respond immediately, (i.e., supervisor not available), the employee's request may be approved after the fact consistent with normal leave request procedures.

§ 13. – Time and Attendance

- A.** Time spent working in a telework status must be accounted for and reported in the same manner as if the employee reported for duty at the Official Duty Station using the appropriate timekeeping code(s).
- B.** Normal procedures regarding the requesting and approval of leave, overtime, and credit hours applies when an employee is teleworking.
- C.** If employees at the regular duty site are granted early dismissal for a holiday (e.g., Thanksgiving, Christmas, New Year's Eve) or other Management authorized reasons, the employee working off site under a telework agreement will also be dismissed early.

§ 14. – Work Schedules

- A.** The work schedule (days and duty hours) at the telework site must be documented on the agreement signed by both the approving official and employee.
- B.** A teleworking employee's work schedule may include any work schedules allowed by Article 12.
- C.** An approved teleworker may request to telework less than their regular scheduled tour of duty with prior supervisory approval. This may occur when an employee works a portion of the workday in the office or is taking approved leave for a portion of his or her workday and requests to telework the remaining hours in the workday. Requests made on the same day will be considered expeditiously and may be approved if consistent with workload and staffing needs.
- D.** The Employer reserves the right to direct an employee scheduled for telework to report to his or her Official Duty Station in circumstances deemed necessary by the Employer to meet mission, staffing and/or workload requirements such as: meetings, receiving work assignments, training, travel, emergency situations, or other significant and unforeseen situations deemed necessary by the Employer to meet mission, staffing and/or workload requirements. The Employer will give the employee as much notice as possible of the need to report to the Official Duty Station.
- E.** When the Employer directs the employee to report to his or her Official Duty Station (or to a temporary duty location, if applicable) on the employee's scheduled telecommuting day in a given week, the Employer will make every effort to timely grant employee's request to work a different telecommuting day during that same week based on mission, staffing and/or workload requirements. In the event of denial to change the telecommuting day, the Employer will provide the reasons for the denial in writing (text/email is acceptable).

- F. An employee may request to change his or her scheduled telecommuting day to another day in the work week as long as the change does not unreasonably interfere with mission, staffing and/or workload requirements. In the event of denial, the Employer will provide the employee with the reasons for denial in writing (text/email is acceptable).
- G. If an emergency occurs at the telework employee's Alternative Worksite that impacts his or her ability to perform official duties, the employee will immediately notify the Employer. In such an emergency, the Employer may direct the employee to report to the traditional worksite (unless travel is unsafe) or place the employee in an approved leave status.

§ 15. – Technology, Equipment and Supplies

- A. If the Employer determines that an employee requires a computer to perform his or her official duties, subject to budgetary considerations, the Employer will strive to provide a laptop computer to the employee when working at the approved Alternative Worksite. An employee must ensure that government-provided property is used only for approved purposes. The Employer will service the government equipment provided to an employee at the Official Duty Station.
- B. An employee must comply with all relevant information technology security measures, including password protection and data encryption, so that Privacy Act and other security standards are not compromised.
- C. An employee's supervisor may require the employee to use any agency provided audio conferencing technology while the employee is working.
- D. The Employer will provide a teleworker on a recurring schedule with necessary and routine office supplies. Necessary and routine office supplies include pens, paper, paper clips, file folders, etc., but do not include such items such as furniture, fax machines, hole punchers, printer cartridges, etc.
- E. The Employer may provide office equipment and supplies for use by teleworkers on an as needed basis.
- F. The Employer will reimburse a teleworker for appropriate and authorized expenses incurred while conducting official duties at the approved Alternative Worksite, as provided for by law and regulations.
- G. The Employer will not be responsible for operating costs, home maintenance, insurance, or any other costs (e.g., utilities, internet service) associated with the use of an Alternative Worksite.

§ 16. – Protection of Government Records

- A.** The teleworker is responsible for maintaining confidentiality and security at the alternate workplace, as the teleworker would at the Official Duty Station. The employee must protect the security and integrity of data, information, paper files, and access to agency computer systems against unauthorized disclosure, access, mutilation, obliteration, and destruction.
- B.** Any compromise in the security and/or integrity of government records must be brought to the teleworking employee's supervisor immediately.

§ 17. – Telework during Weather or Emergency

When an emergency condition results in the closure of an agency office, any employee with a telework agreement who reports to that same facility, will be expected to perform work at his/her approved telework location or request leave as provided in this Agreement.

§ 18. – Compensation for Travel

- A.** If the Official Duty Station and the Alternative Worksite are different, and the two are within reasonable commuting distance, then travel between the Official Duty Station and the Alternative Worksite is considered local travel, and there is no reimbursement for travel expenses.
- B.** If a teleworker is directed to travel to the Official Duty Station during his or her regularly scheduled basic tour of duty—for instance, for an unplanned meeting, or an emergency at the Official Duty Station—the teleworker's travel hours must be counted as hours worked.

§ 19. – Reporting

- A.** There are a number of reporting requirements internally and externally for telework. The Employer will be responsible for preparing and submitting necessary information for reporting purposes.
- B.** Within sixty (60) days of end of the Fiscal Year, the Employer will report to IFPTE Local 4 the number of bargaining unit employees participating in the telework program broken down by Name, Department/Division, type of telework (e.g., recurring and ad hoc), days per pay period, and effective dates.

§ 20. – Official Time Use While Teleworking

Union Officials and Union Representatives are permitted to perform union-related duties on Official Time while teleworking. The fact that requested Official Time would take place while a Union Representative is teleworking shall not be used as the basis for denying such request.