

## MEMORANDUM OF UNDERSTANDING (MOU)

The following constitutes an agreement between the Department of Veterans Affairs, Veterans Benefits Administration Education Services, and the American Federation of Government Employees (AFGE), AFL-CIO, National VA Council (NVAC) #53, regarding Telework for the Education Compliance Survey Specialists (ECSS) and the Education Liaison Representatives (ELR).

1. This MOU will govern Telework for the above employees in accordance with Article 20 of the Master Agreement. Teleworking employees may be required to participate in desk-sharing and will adhere to the clean desk guidance. Management will establish a desk sharing schedule with the employees, and will provide cleaning supplies (including gloves), needed to clean and disinfect the work area.
2. Teleworking is a voluntary program for employees that includes working at home or another approved telework work sites away from the office for all or part of the work week. Management may approve, adjust, suspend, or terminate telework arrangements based on employee performance and organizational needs, in accordance with Article 20 of the Master Agreement. In accordance with VBA Letter 20-11-34 (revised), the arrangement will not be modified or canceled sooner than one pay period (two weeks) after the employee is notified except when: (1) otherwise specified in a collective bargaining agreement; (2) work-related circumstances require otherwise, e.g. emergency situation; (3) management determines that the teleworker is not meeting performance criteria; (4) the employee breached information security protocol; or (5) the employee works overtime without prior approval. Exceptions will be negotiated locally. The decision to cancel a telework arrangement is not subject to any formal appeal procedure; however, it may be grieved under applicable negotiated grievance procedures. Normally, employees will not be removed from participation from single, minor, infractions of Telework Program Requirements. The local union will be notified when employees are placed on Telework and taken off Telework.
3. Compensation benefits, performance of duties, performance expectations and measures will remain the same for employees participating in Telework as they are for their counterparts working in the office. The amount of time the employee is expected to work per day or pay period will not change solely as a result of participating in telework. An employee's pay will not be negatively impacted solely by the employee's decision to telework.
4. Employees must have a "Fully successful" (or equivalent) performance appraisal. If the employee has worked more than 12 months and does not have an

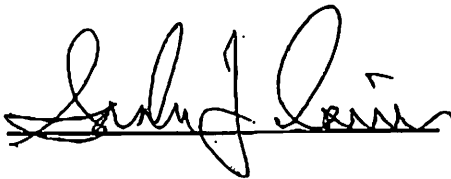
- appraisal, they shall be assumed to be "Fully successful" for purposes of telework.
5. Disagreements on Telework decisions may be handled in accordance with Article 43 (Grievance Procedure) of the Master Agreement.
  6. The number of days each week, pay period, or month an employee will work at an alternative worksite will vary depending on the individual telework agreement made between the employee and the supervisor. Employees may work as few as one day per month or as many as five days per week.
  7. Emergency closings or dismissals will be handled in accordance with Article 20, Section 13 of the Master Agreement.
  8. Employees will promptly inform their supervisor whenever any problems arise which adversely affect their ability to perform work at the alternate duty station (ADS). Examples could include situations such as equipment failure, power outages, telecommunications difficulty, etc. If the employee is not able to resolve the issues within two hours, the employee is required to discuss the issue with their supervisor. A change in in the work schedule, leave, or work at the official duty station must be approved by the employee's supervisor. A telework employee's official duty station continues to be the permanent duty station.
  9. Management reserves the right to require employees to report to work at the official duty station in accordance with Article 20, Section 9 of the Master Agreement.
  10. Leave Issues will continue to be handled in accordance with Article 35 of the Master Agreement.
  11. Employees will be available during their tour of duty by phone, email, or Microsoft Office Communicator.
  12. Employees will be subject to their normal scheduled breaks and lunch while teleworking.
  13. Employees will receive training on how to remotely access the VA system and how to participate virtually on conference calls, webinars, and other electronic work functions needed for teleworking. Supervisors will initiate system access for individuals with approved telework programs.
  14. Consistent with Article 20, Section 4 of the Master Agreement, telework employees will be provided the equipment necessary to perform their

duties. The Department will allow each employee on telework to use an assigned Department computer at the employee's ADS (Alternate Duty Station).

- 15. The parties agree to comply with Article 29, section 20 regarding VDT breaks.
- 16. Local bargaining shall take place at individual facilities and may include substantive bargaining that does not conflict with negotiated National policies or agreements.
- 17. If after implementation, either party is made aware of issues that may adversely affect employees, both parties agree to work together to resolve the issues at hand.
- 18. Management will provide a copy of this MOU to each applicable local President upon receipt.



For Management



For AFGE/NVAC

05/04/15  
Date