

ARTICLE 37

Telework

Section 1. Policies and procedures regarding telework that are not covered in this Article shall be in accordance with HRPB WLB-12.3, FAA Telework Program, and other applicable directives. The Parties agree that bargaining unit employees may request to telework under the Agency's Telework Program.

Section 2. It is FAA policy to actively encourage the use of teleworking to the maximum extent possible. Because teleworking is a tool used in the accomplishment of work, it must not have an adverse impact on any Agency office or the mission of the FAA. Teleworking is designed to benefit employees, managers, and the community. ~~Some~~ of the benefits that may result from teleworking include:

- a. reduced commuting time and decreases in traffic congestion, air pollution, energy consumption, and costs associated with transportation, parking, and road maintenance;
- b. improved employee morale due to a decrease in commuting related stress and greater flexibility in balancing work and family demands;
- c. increased productivity fostered by a quieter work environment removed from the distractions and interruptions of the normal work setting;
- d. possible accommodation of employees with ongoing health problems, disabilities, or other situations that make commuting to the normal work setting difficult or impossible;
- e. possible continued work production when commuting is hindered or when the primary worksite is closed due to adverse weather conditions, emergencies, natural disasters, or building related problems.

Section 3. FAA employees may participate in one or a combination of the following telework options based upon their manager's approval and as a condition of the telework agreement. Various telework options include:

- a. work at home in a space specifically set aside as an office or workplace;
- b. work at a teleworking center (often called a telecenter) operated by the federal, state or local government, by private industry, or by a combination of organizations working together. Telecenters typically house employees from a variety of public and private sector employers and provide worksites that reduce commuting time;
- c. work at another FAA facility or office that may be closer to the employee's home and where there is available space to accommodate additional Agency employees;
- d. work in a "virtual office or mobile virtual office" situation where the nature of the employee's position requires that his/her primary duties be performed "on the road" or at a customer's worksite.

In this situation, the employee reports to a designated worksite only occasionally in order to perform administrative and other functions that cannot be performed while working off-site.

Section 4. Each employee who wishes to telework, including employees who telework on an ad hoc basis and for temporary medical reasons, must complete and sign the FAA Telework Agreement. The Telework Agreement, which specifies the terms and conditions of participation in the program, is then submitted to the employee's manager for signature. The Telework Agreement documents the employee's and manager's commitment to adhere to applicable guidelines and policies, and must be in place before the employee begins teleworking.

Section 5. When a bargaining unit employee makes a request to telework, the Agency will consider the following criteria in exercising the authority to grant or deny the request:

- a. the reasonableness of the request;
- b. the workability of the request; and
- c. the effect of the request upon the efficiency of the service.

The Agency agrees that all determinations will be made in a fair, objective, and equitable manner, and based on sound business practices, not arbitrary limitations.

Section 6. Denial and termination decisions must be based on business needs or performance, not personal reasons. The denial or termination shall be in writing and include information about the specific business needs or performance reasons as well as information about when the employee might reapply, and also if applicable, what actions the employee should take to improve his/her chance of approval.

Section 7. Employees may change their telework days, with prior approval of their supervisor.

Section 8. An employee with a telework agreement and who is not designated as an Emergency Teleworker shall not be required to work from home when the normal worksite is closed due to severe weather/emergencies on his/her non-telework day, unless he/she is notified in advance by his/her manager to take work home in anticipation of an office closure. Should the office not be closed as anticipated, and the employee is already prepared to telework, the employee may, with management approval, have the option to telework as planned.

An employee that is designated on his/her telework agreement as an Emergency Teleworker in the FAA's Continuity of Operations Plan (COOP) is required to telework in accordance with the Agency policy and the COOP.

If an employee who is not on his/her regularly scheduled telework day and is not designated as an Emergency Teleworker requests to telework on his/her non-telework day, the employee must have sufficient work to complete for all or part of an unscheduled telework day. Unscheduled telework may be used in conjunction with appropriate leave to ensure the entire work day is accounted for.

Section 9. The first level response to an employee's request to telework must be provided to the employee in writing no more than seven (7) work days after receipt of the employee's request. An employee whose telework request has been denied at the first-level may request reconsideration from the second-level manager. This does not supersede or waive the right of employees to use the negotiated grievance procedure or any other appeal rights that an employee may have including the right to file a complaint of discrimination. The second-level manager shall respond to the employee's appeal for reconsideration within seven (7) work day of receipt of the appeal request. The response shall be a written response that includes the reasons for the decision.

- a. If the reconsideration is denied, the employee may grieve the denial in accordance with the applicable grievance process.
- b. If the reconsideration is approved, a telework agreement must be signed and put into place prior to teleworking. The employee's teleworking-eligible status will be effective at the beginning of the next pay period following date of that second-level decision and the signing of the telework agreement.

Section 10. Although a change in manager requires a new or modified telework agreement, an employee's telework agreement will not be cancelled by the new manager without written notice to the employee stating the reason. Upon receipt of the new manager's intent to modify or cancel the existing telework agreement, the employee may request reconsideration of that decision by the second-level manager in accordance with Section 9 of this Agreement. Until the second-level manager decision is received, the employee's current telework agreement will stay in effect.

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