



DEPARTMENT OF THE NAVY
OFFICE OF THE JUDGE ADVOCATE GENERAL
1322 PATTERSON AVENUE SE, SUITE 3000
WASHINGTON NAVY YARD DC 20374-5066

JAG/CNLSC/OSTCINST 12620.1B

Code 06

12 Jan 23

JAG/CNLSC/OSTC INSTRUCTION 12620.1B

Subj: OFFICE OF THE JUDGE ADVOCATE GENERAL, COMMANDER NAVAL
LEGAL SERVICE COMMAND, AND OFFICE OF THE SPECIAL TRIAL COUNSEL
TELEWORK AND REMOTE WORK PROGRAM

Ref: (a) Public Law 111-292, Telework Enhancement Act
(b) DoDI 1035.01, Telework Policy
(c) SECNAVINST 12271.1 CH-1, Department of the Navy Telework Policy
(d) OPM Governmentwide Dismissal and Closure Procedures
(e) DNS ltr 12600 Ser DNS/22U111150 of 12 May 22, NV11 Remote Work Policy
(f) SECNAVINST 5211.5(series), Department of the Navy Privacy Program
(g) ASN (M&RA) memo, Use of Telework and Remote Work for Military and Civilian
Personnel, of 10 Sep 21
(h) JAG/CNLSCINST 5211.11
(i) JAG/CNLSCINST 12640.1 CH-1, Civilian Timekeeping Policies and Procedures
(j) SECNAVINST 12771.2, Department of the Navy Administrative Grievance System

Encl: (1) DD Form 2964, Telework Agreement
(2) NV11 Remote Work Agreement
(3) OJAG, NLSC, and OSTC Telework Business Rules

1. **Purpose.** To establish policy, assign responsibilities, and identify requirements for the Office of the Judge Advocate General (OJAG), Naval Legal Service Command (NLSC), and the Office of the Special Trial Counsel (OSTC) telework and remote work program in accordance with references (a) through (j).

2. **Cancellation.** This instruction cancels and replaces JAGINST 12620.1A. This is a significant revision and should be reviewed in its entirety.

3. **Applicability.** This instruction applies to all appropriated fund civilian and military personnel (hereinafter "personnel") assigned to OJAG, NLSC, and OSTC. This policy does not apply to contractors. Bargaining unit employees will follow the applicable provisions of respective collective bargaining agreements until such time as they may be modified through local negotiations.

4. **Policy.** The nature of our work requires us to remain available and responsive to our clients' day-to-day needs and in crisis situations. Telework and remote work play a role in our ability to deliver and maintain services and readiness. As such, OJAG, NLSC, and OSTC, policy is to support the use of telework in accordance with references (a) through (d). Telework and remote work will be implemented consistent with mission accomplishment, to ensure operational

readiness and improve workforce efficiency. Used properly, telework and remote work programs support emergency preparedness, professional development, and improve quality of life. These programs are intended to serve as an effective tool for ensuring continuity of operations (COOP), recruiting and retaining talent, and reducing traffic and greenhouse gas emissions. Although telework and remote work are not entitlements absent a lawfully required exception, OJAG, NLSC, and OSTC supervisors are encouraged to favorably consider telework to the maximum extent practicable without diminished individual or organizational performance consistent with this instruction. Telework may also be used as a tool for supervisors to improve performance, facilitate professional development, and provide additional flexibility to manage emergent personal issues.

5. Telework. Telework is a discretionary workplace flexibility arrangement under which personnel perform the duties and responsibilities of their assigned positions, and other authorized activities from an approved alternative worksite (e.g., home, telework center). In general, telework is only mandatory when the worksite is closed/inaccessible due to weather, health protection condition (HPCON), or emergency situation. However, all designated mission-critical employees and employees with COOP responsibilities may be required to be telework-ready. Approved written telework agreements are required for all voluntary telework program participants (teleworkers) and any personnel who encumber a mission-critical position or perform mission-critical duties, as consistent with paragraph 6.c. of this instruction.

a. Types of Telework

(1) Routine Telework. Routine telework is an approved work arrangement wherein personnel work at an approved alternative worksite on a regular, ongoing, and recurring basis and report to the official worksite at least two (2) days per week within the bi-weekly pay period. This type of telework arrangement must also be reviewed when new supervisors are assigned, upon significant changes in the office environment, or changes in employee performance or conduct. Typically, personnel are not permitted to engage in routine telework within the first 90 days of appointment to a new position.

(2) Situational Telework. Situational telework is approved on a case-by-case basis, where the hours worked are not part of a previously approved, ongoing, and routine telework arrangement. Situational telework may be useful tool in a number of situations, including: inclement weather; to facilitate attendance at medical appointments; special work assignments; major traffic incidents/concerns; or to accommodate special circumstances. Telework is also considered situational even though it may occur continuously for a specific period. This policy recognizes that not all duties and personnel are telework eligible; however, supervisors are encouraged, to the maximum extent practicable, to execute situational telework agreements with eligible personnel soon after they onboard to be able to quickly, effectively, and efficiently respond to special or non-routine circumstances, including emergency situations, changes to HPCON, or inclement weather. These special circumstances apply to all newly hired personnel or personnel under new agreement probationary periods.

b. Eligibility Criteria. Personnel who have been officially disciplined for being absent without permission for more than five (5) days in any calendar year or for viewing, downloading, or exchanging pornographic material on a government computer or while performing official

duties are **prohibited** from teleworking. Supervisors should regularly, typically every six (6) months, review telework eligibility determinations concerning positions and personnel based on the criteria identified below. In accordance with references (b) and (c), telework eligibility is determined based on the following criteria:

(1) Position Eligibility. Position eligibility status should be considered on the basis of job functions and mission accomplishment, not managerial preference. In certain situations and when applicable, supervisors may consider personnel in ineligible positions for situational telework, on a case-by-case basis, for the performance of administrative tasking like reading documents or completing required online training. The following positions are ineligible for telework:

(a) Positions that require direct handling of classified materials. When situations warrant, personnel may be authorized to perform classified work at an approved alternative secure location contingent on applicable DoD and DON policy requirements regarding such work.

(b) Positions that require on-site work or face-to-face personal contact that cannot be effectively handled or accomplished remotely or at an alternative worksite (e.g., hands-on contact with in-office computers or equipment, direct face-to-face contact or physical interaction with customers or clients, interns (if applicable), or personnel giving or receiving on-the-job training.

(2) Person Eligibility. Person eligibility status should be considered impartially, without considering prohibited factors such as race, sex, or religion. The following personnel are ineligible for telework:

(a) Individuals whose performance or conduct warrants close supervisory direction, as documented by the supervisor;

(b) Individuals whose rating of record is below fully successful;

(c) Individuals whose conduct has resulted in disciplinary action within the past 12 months or less as subject to supervisory discretion;

(d) Individuals who have unresolved security issues; or

(e) Individuals who are within the first 90 days of appointment to a position or set of duties.

c. Consistency. Telework is a discretionary workplace flexibility, not an entitlement. Supervisors shall consistently apply the eligibility criteria within paragraph 5.b. when making telework eligibility determinations. Supervisors are expected and required to exercise appropriate discretion, consistent with this instruction, in the approval or disapproval of submitted telework requests. No provision of this policy creates an entitlement for personnel to telework, nor does it guarantee equity in resulting telework determinations.

6. **Process and Approval Authorities.** Effective telework arrangements start with open communication between supervisors and their personnel, and continue regularly throughout the period of the telework agreement. In such discussions, supervisors should appropriately consider and communicate applicable expectations and objectives, mission requirements, performance and conduct deficiencies or concerns, inappropriate work habits, needs of the workgroup, and situations that would cause a telework arrangement to be revisited, suspended or canceled. Following this dialogue, supervisors and managers must render decisions on telework eligibility and requested telework arrangements in a manner consistent with this instruction.

a. **Up to Two (2) Days per Week.** Supervisors may approve up to two (2) days of telework per week (Routine, Situational, or a combination of the two). Supervisors will determine eligibility in coordination and consultation with primary work center directors, supervising attorneys, department/branch heads, and chains of command as applicable and as consistent with this instruction.

b. **More Than Two (2) Days per Week.** Assistant Judge Advocate General (AJAGs) 01, 02, and 05, OJAG Executive Director (ED), Regional Lead Special Trial Counsels (LSTCs) (East/West), Directors RLSO Ops and DSO Ops, and Chief VLCP, may approve routine or situational telework arrangements of greater than two (2) days per week. In general, such arrangements should not result in personnel regularly teleworking more than three (3) days per week. Maintaining regular, in-person work schedules alongside approved telework facilitates mission accomplishment and promotes workplace efficiency, cross training, and organizational cohesion.

c. **Telework Agreements.** A written agreement is required in order for any personnel to participate in telework. Therefore, every telework participant (military and civilian) must complete a DoD Telework Agreement (DD Form 2946), regardless of whether telework is routine or situational. Personnel with mission-critical duties must complete a DD Form 2946 when telework may be required in the case of a COOP event, office closure, adverse or inclement weather, or national emergency. To initiate a telework request:

(1) Civilian personnel will access the Total Workforce Management System (TWMS) at <https://twms.dc3n.navy.mil/selfservice/login.asp> to create and submit a DD 2946 for applicable supervisory review and decision. Completed DD Form 2946 will be maintained in TWMS for in accordance with applicable recordkeeping requirements.

(2) Military personnel will access the DoD Forms Management Program website at <http://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2946.pdf> to create a DD 2946 submission to applicable supervisor for review and decision. NLSC military personnel will submit completed forms to the cognizant Administrative Officer or VLCP Operations Officer via the applicable supervisor. OSTC military personnel will submit completed forms to the cognizant OSTC Administrative Officer. OJAG military personnel will submit completed forms to OJAG Code 66 via the applicable supervisor.

(3) Employees and Service members will review and revalidate their DD Form 2946 at least every two (2) years.

d. **Duration of Agreements.** Telework agreements may not exceed two (2) years, and supervisors may exercise appropriate discretion to approve shorter periods. Supervisors will continuously monitor the effectiveness of approved telework arrangements. Newly established routine telework arrangements must be reviewed by the supervisor 90 days after initial approval to assess continued appropriateness or feasibility. Upon expiration, new or updated telework agreements may be requested, renewed or revalidated for up to a two (2) year period, subject to supervisory discretion and as consistent with the terms of this instruction.

7. **Telework Request and Eligibility Decisions.** Supervisors will permit eligible employees to telework to the maximum extent possible without diminished individual or organizational performance. In accordance with reference (c), decisions on submitted telework requests will be rendered within 30 calendar days of receipt.

a. **Considerations.** In making eligibility determinations, supervisors will consider and apply the eligibility criteria outlined within paragraphs 5.b. and 5.c. above. Additionally, supervisors will make decisions regarding submitted telework requests based upon applicable law and mission requirements for legitimate business-based reasons, including but not limited to the following:

- (1) Work assignments, workload demands, and office coverage.
- (2) Conduct and performance deficiencies or concerns, including but not limited to demonstrated performance that is approaching but not yet rated at an unacceptable level.
- (3) Workgroup needs/challenges.
- (4) Completion of required telework training.
- (5) Relevant or applicable considerations put forward by the requestor.

b. **Denial or Termination.** Denials of telework requests or eligibility must be based on the criteria within paragraphs 5.b. and 7.a. above and clearly communicated to the requestor in writing, on the DD Form 2946. Supervisors are encouraged to explain the grounds for denial directly to the requestor. When terminating a telework agreement, supervisors shall document the basis for such action in writing, on the DD Form 2946, and provide it directly to the impacted personnel. Written justifications involving NLSC military personnel must also be forwarded to the cognizant Administrative Officer or VLCP Officer-in-Charge. For OSTC military personnel, written justifications must be forwarded to the cognizant OSTC Administrative Officer. For OJAG military personnel, written justifications must be forwarded to OJAG Code 66. Personnel may terminate their own voluntary telework agreement at any time and for any reason, except for designated mission-critical employees and employees with COOP responsibilities (non-voluntary agreements).

8. **Hours of Duty.** Existing rules regarding hours of duty apply to personnel on telework. Supervisors shall determine work schedules consistent with the requirements of the work group and the provisions of any applicable collective bargaining agreements.

9. Recall. A supervisor may recall personnel on telework back to their official worksite for reasons including, but not limited to: mission or workload requirements, special projects, meetings, and temporary additional duty. A supervisor shall recall personnel on telework back to their official worksite for reasons mandated by law and/or policy, including urinalysis. If civilian personnel are performing scheduled telework at an approved alternative worksite and are subsequently directed to report to their official worksite, time *en route* will constitute regular work hours.

10. Inclement Weather, Emergency and Unusual Situations. Ensuring personnel are prepared for telework allows OJAG Divisions, and OSTC and NLSC components to respond to inclement weather or emergency/unusual situations with minimal disruption to office productivity and work schedules.

a. Washington D.C. Area and offices outside the D.C. Area. Reference (d) provides guidance when circumstances prevent significant numbers of Federal employees in the Washington D.C. area and specified locations from reporting to their official worksite. Reference (d) describes types of announcements dealing with inclement weather situations. Teleworking personnel should be familiar with these announcements. Two (2) of the more common situations are discussed below:

(1) Government Offices Open/Delayed; Unscheduled Telework Authorized. If an Office of Personnel Management (OPM) announcement (<https://www.opm.gov/policy-data-oversight/snow-dismissal-procedures/current-status/>) includes an option for unscheduled telework, a telework-ready individual who performs telework regularly and those who telework on an ad hoc basis who choose not to report to their regular work place must be prepared to telework, take unscheduled leave or other paid time off, or a combination—thereby accounting for the entire workday. Personnel must notify their supervisors and ensure they are telework-ready, before participating in unscheduled telework. For example, if the OPM announces that the Federal government is “OPEN – DELAYED ARRIVAL – EMPLOYEES MUST REPORT TO THEIR OFFICE NO LATER THAN 10:30 – WITH OPTION FOR UNSCHEDULED LEAVE OR UNSCHEDULED TELEWORK” then personnel may telework for the entire day if they are trained and equipped, and they have notified their supervisor. Alternatively, personnel should plan to arrive at their regular worksite by 10:30. First line supervisory approval is required in these circumstance.

(2) Government Offices Closed. Personnel who are participating in a telework program, including those who perform telework regularly and those who telework on an ad hoc basis generally may not receive weather and safety leave. They must account for the entire workday by teleworking, taking unscheduled leave (paid or unpaid) or other paid time off, or a combination, in accordance with law, regulations, agency policies and procedures, and any applicable collective bargaining requirements (as consistent with law).

b. It is the supervisor's duty to ensure that personnel designated as mission-critical remain telework-ready at all times. Accordingly, supervisors will routinely, at their discretion, direct mission-critical personnel to telework to ensure their proficiency and telework effectiveness in continuing operations in the event of an emergency situation.

c. It is a supervisor's duty to ensure that a description of emergency duties is included in the telework agreement, if the emergency duties are different from the individual's normal duties.

11. **Remote Work.** This policy does not apply to personnel hired into remote work positions. Remote work is defined by references (e) and (g) as an approved work arrangement where eligible personnel perform assigned official duties and other authorized activities at an approved alternative worksite, within (local remote work) or outside (distant remote work) the local commuting area of the regular worksite, and are not expected to physically report to the regular worksite on regular and routine basis. Personnel may be recalled to the regular worksite based on mission or operational needs, or for other reasons as determined by the supervisor or commander. In such situations, reimbursement for travel expenses may be authorized in accordance with applicable law, rule, regulation and policy. The approved alternative worksite is, for pay and other purposes, the official worksite, as indicated on the civilian personnel's Standard Form 50 (SF-50) Notification of Personnel Action. Remote work is not telework and does not include work done while on official travel or mobile work. Remote work is intended to be used for permanent work arrangements. Commands should consider the use of existing processes for temporary remote work arrangements, such as Situational/Ad hoc Telework or Temporary Additional Duty (TAD)/Temporary Duty (TDY). Requests for temporary remote work arrangements will be evaluated and determinations made as detailed below. Requests for permanent remote work will be considered on a case-by-case basis in accordance with applicable policy and this instruction.

a. All remote work arrangements will be documented by a DD Form 2946 Telework agreement, enclosure (1), and a NV11 Remote Work Agreement, enclosure (2).

b. Supervisors and managers **shall** consult directly with CNO HRO Labor and Employee Relations (LER) prior to endorsing remote work agreements for civilian personnel. In the event that a change in duty station is required, it is highly recommended that Approving Officials consult with LER prior to approval or termination of agreements.

c. All remote work requests will then be forwarded via the chain of command to the OJAG ED. The OJAG ED will adjudicate all remote work requests.

d. Supervisors shall coordinate directly with CNO HRO Staffing and Classification to ensure any change to the official duty location is appropriately documented on a Notification of Personnel Action Standard Form 50 (SF-50) immediately after the remote work agreement has been approved. A copy of the remote work agreement must be provided timely to the Staffing and Classification Specialist for initiation of such required action.

12. **Appeals.** In accordance with reference (c), civilian personnel may challenge denied remote work and telework requests, eligibility determinations, and management-initiated terminations of remote work and telework agreements through the administrative or negotiated grievance process, as appropriate. The AJAG 06, DCNLSC, and Deputy LSTC shall serve as the administrative grievance Designated Deciding Officials responsible for rendering the final agency decision regarding telework and remote determinations for personnel under their cognizance in accordance with reference (j). Bargaining unit employees will adhere to the applicable provisions of the negotiated grievance procedure, as appropriate. Military personnel may request reconsideration through their appropriate chain of command.

13. Roles and Responsibilities

a. Supervisors shall consistently implement the telework program, and as applicable and consistent with this instruction will:

(1) Favorably consider telework to the broadest extent feasible, consistent with mission accomplishment and readiness.

(2) Determine eligibility and approve telework arrangements.

(3) Impartially and consistently apply telework eligibility criteria.

(4) Complete and ensure requesting personnel have completed telework training in TWMS before approving telework arrangements.

(5) Document approvals, disapprovals, revisions, and terminations on DD Form 2946, enclosure (1) and, where applicable, NV11 Remote Work Agreements, enclosure (2). Supervisors must retain copies of executed forms consistent with applicable recordkeeping requirements.

(6) Coordinate, in a consistent manner, telework schedules, alternative work schedules, leave schedules, and TAD schedules, as appropriate, to ensure adequate coverage and mission accomplishment.

(7) Endorse and forward telework requests exceeding their authority to approve to the AJAG 01, 02, 05, OJAG ED, Regional LSTCs (East/West), Directors RLSO and DSO Operations, or Chief, VLCP, as appropriate. In accordance with reference (e), supervisors will consult with CNO HRO Labor and Employee Relations prior to endorsing and forwarding civilian remote work requests for adjudication (enclosure (2)).

(8) Ensure all civilian employees' telework eligibility status is properly coded in TWMS in coordination with OJAG Code 66 (Performance Management Division).

(9) Clearly communicate specific, measurable, and attainable performance expectations and provide feedback. Feedback shall be given and expectations discussed every time a telework arrangement is signed.

(10) Review OJAG, NLSC, and OSTC, telework business rules (enclosure (3)) and discuss communication expectations with teleworking personnel.

(11) Complete performance assessments/fitness reports/evaluations, recommend awards and provide training opportunities consistently, without regard to whether or not the personnel teleworks or works remotely.

(12) Revise or terminate telework and remote work arrangements if performance or conduct does not comply with the terms of the telework arrangement as appropriate, or if the

teleworking arrangement fails to meet organizational needs, and justify, in writing, the basis for the termination on the DD Form 2946.

(13) Continuously review telework agreements and monitoring effectiveness and viability of telework.

b. AJAGs 01, 02, 05, OJAG ED, Regional LSTCs (East/West), Directors RLSO and DSO Operations, and Chief, VLCP will:

(1) In accordance with paragraph 4 of this issuance, favorably consider telework and remote work to the maximum extent practicable without diminished individual or organizational performance, and monitor implementation of the OJAG, NLSC, and OSTC telework program to ensure consistent application across the organization.

(2) Review and take action on telework requests that exceed the authority of OJAG, NLSC, or OSTC supervisors.

(3) Make determinations on telework appeals submitted by OJAG, NLSC, and OSTC personnel.

(4) Endorse and forward telework and remote requests exceeding their authority to next level of review in accordance with paragraphs 13.c. and 13.d. of this instruction. In accordance with reference (e), AJAG 01, 02, 05, OJAG ED, Region East/West STCs, Directors RLSO and DSO operations, and Chief VLCP will consult with CNO HRO Labor and Employee Relations prior to endorsing and forwarding civilian telework or remote work requests for adjudication, enclosure (2).

c. OJAG ED will:

(1) In accordance with paragraph 4 of this issuance, favorably consider remote work to the maximum extent practicable without diminished individual or organizational performance, and monitor implementation of the OJAG, NLSC, and OSTC telework program to ensure consistent application across the organization.

(2) Review and take action on all remote requests forwarded by OJAG, NLSC, or OSTC.

d. AJAG 06, DCNLSC, and Deputy LSTC will serve as the administrative grievance Designated Deciding Officials responsible for rendering the final agency decision regarding all telework and remote determinations for personnel under their cognizance in accordance with reference (j).

e. Teleworking personnel will:

(1) Complete all required training including telework specific training in TWMS.

(2) Maintain an up-to-date telework arrangement using DD Form 2946 and, for civilian employees requesting remote work, submit a NV11 Remote Work Agreement, enclosure (2).

(3) Familiarize themselves with the types of possible OPM announcements if working in the Washington D.C. area and notify Supervisors of their intent to utilize unscheduled telework when an unscheduled telework option is authorized.

(4) Ensure space located at the approved alternative worksite is adequate (e.g., internet connectivity, OJAG/CNLSC network connectivity, etc.) to perform the assigned official duties while teleworking.

(5) Safeguard Personally Identifiable Information (PII), Controlled Unclassified Information (CUI), and sensitive information. PII shall be safeguarded in accordance with references (f) and (h) and Department of the Navy Chief Information Officer (DONCIO) guidance. Personnel must obtain supervisory approval before taking hard copy documents containing PII from an authorized workplace and this approval should be documented in the telework arrangement if the employee's regular duties involve the handling of PII. Personnel shall not have PII on their personal computers, phones, or devices.

(6) Safeguard government furnished equipment (GFE) and return GFE at the termination of the telework arrangement.

(7) Accurately account for duty time in a telework and/or remote work status in the civilian time management system in accordance with reference (i).

(8) Not use telework as a substitute for dependent care.

d. OJAG Code 66 (Performance Management Division) will:

(1) Designate an OJAG, NLSC, and OSTC Telework Program Manager to maintain effective telework program metrics for effective measurement, assessment and compliance.

(2) Monitor OJAG, NLSC, and OSTC telework implementation to ensure compliance with applicable policies and procedures.

(3) Forward or coordinate data calls when required to collect information needed for reporting requirements initiated by CNO HRO.

(4) Refer Supervisors to CNO HRO as needed for relevant advice and guidance concerning telework and remote work policy and procedures.

(5) Serve as OJAG, NLSC, and OSTC POC concerning the implementation of telework and remote work responsibilities.

(6) Create an effective "Navy JAG Corps Telework" portal page that supports OJAG, NLSC, and OSTC.

e. NLSC Administrative Officers, VLCP Officers-in-Charge, and OSTC Administrative Officers will:

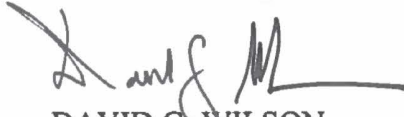
(1) Serve as the onsite POC for telework policy and procedures.

(2) Coordinate with the OJAG, NLSC, and OSTC Telework Program Manager on telework issues as required to ensure effective measurement, assessment, and compliance.


15. Records Management. Records created as a result of this instruction, regardless of media and format, must be maintained and disposed of according to the records disposition schedules found on the DON Directives and Records Management Division (DRMD) portal page: <https://portal.secnav.navy.mil/orgs/DUSNM/DONAA/DRM/SitePages/Home.aspx>. For questions concerning the management of records related to this instruction or records disposition schedules, please contact the local Records Manager or DON DRMD program office.

16. Forms. Every telework participant (civilian employees and service members) must complete a DoD Telework Agreement (DD Form 2946) regardless of whether telework is regular and recurring or situational. For civilian employees, DD Form 2946 shall be initiated and submitted in TWMS. Service members will access DD Form 2946 on the DoD Forms Management Program at <http://www.esd.whs.mil/Portals/54/Documents/DD/forms/dd/dd2946.pdf> and approved agreements will be submitted to Code 66 for recordkeeping purposes.

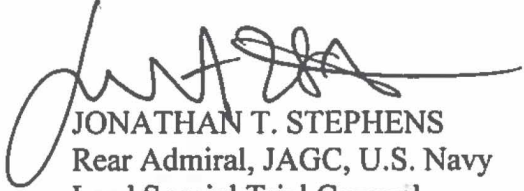
17. Review and Effective Date. Per OPNAVINST 5215.17A, Code 66 will review this instruction annually on the anniversary of its effective date to ensure applicability, currency, and consistency with applicable law, regulation, and policy using OPNAV 5215/40 Review of Instruction. As the instruction nears its five-year anniversary and it is still required, it will be reissued. Otherwise, if the instruction is no longer required, it will be processed for cancellation as soon as the cancellation is known following the guidance in E.O. 13526.



DAVID G. WILSON
Rear Admiral, JAGC, U.S. Navy
Commander, Naval Legal Service Command



D. E. CRANDALL
Vice Admiral, JAGC, U.S. Navy
Judge Advocate General



JONATHAN T. STEPHENS
Rear Admiral, JAGC, U.S. Navy
Lead Special Trial Counsel

Releasability and Distribution:

This instruction is cleared for public release and is available electronically only via the OJAG website, <http://www.jag.navy.mil>.

DEPARTMENT OF DEFENSE TELEWORK AGREEMENT

OMB No. 0704-0611
OMB approval expires
8/31/2024

PRIVACY ACT STATEMENT

AUTHORITY: 110 U.S.C. 136, Under Secretary of Defense for Personnel and Readiness; DoD Instruction 1035.01, Telework Policy.

PURPOSE: Information is collected to register individuals as participants in the DoD alternative workplace program; to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities.

ROUTINE USES: Disclosure of records are generally permitted under 5 U.S.C. 522a(b) of the Privacy Act of 1974, as amended. To disclose to appropriate Federal officials pertinent workforce information for use in national or homeland security emergency/disaster response. Additional routine uses are listed in the applicable System of Records Notice: OPM/GOVT-1, General Personnel Records at: <https://dpcl.dod.mil/Portals/49/>

DISCLOSURE: Voluntary; however, failure to provide the requested information may result in your inability to be a participant in the telework program.

The public reporting burden for this collection of information, 0704-XXXX, is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Washington Headquarters Services, at whs.mc-alex.esd.mbx.dd-dodinformationcollections@mail.mil. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

TERMS OF TELEWORK AGREEMENT

The terms of this agreement must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at <http://www.dtic.mil/whs/directives/> or on the Civilian Personnel Management Service Web Site at www.cpmc.osd.mil and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

1. Work schedules and hours of duty may be modified as necessary, but are subject to local management procedures and approval and/or collective bargaining agreement requirements. A copy of the employee's approved work schedule should be kept on file with the signed telework agreement. In emergency situations (as indicated in Section I, Block 12 of the telework agreement), the teleworker's work hours may be subject to change. Emergency schedules will be set based on mission needs.

2. If the employee reports to the regular worksite at least twice per pay period, the regular worksite is the official worksite as defined in part 531.605, subpart F of title 5, Code of Federal Regulations.

3. If the employee does not report to the regular worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. Exceptions to the twice each biweekly pay period requirement may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation).

4. All pay (to include locality pay or local market supplement), leave, and travel entitlements are based on the employee's official worksite as documented on a Notice of Personnel Action.

5. Prior to signing this Telework Agreement, the supervisor and employee will discuss: a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications); b. Safety, technology and equipment requirements; and c. Performance expectations.

6. Employee will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, or Sunday work) unless he or she receives permission from the supervisor. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.

7. If designated employee (as indicated in Section I, Block 12 of this agreement) is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. Supervisors may, on a case-by-case basis, administratively excuse the designated teleworker from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site. To the extent practicable, managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.

8. Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled in accordance with established policy and/or collective bargaining agreements, if applicable.

9. If the employee uses Government-furnished equipment (GFE), the employee will use and protect the equipment in accordance with the DoD Component's procedures. GFE will be serviced and maintained by the Government.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. No classified documents (hard copy or electronic) may be taken to, or created at, an employee's alternative worksite. If classified telework is authorized at an approved alternative secure location, teleworkers must comply with the procedures established by DoD 5200.01-R and the DoD Component regarding such work. Controlled unclassified information (CUI) data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations.

12. When CUI including competition sensitive or source selection data is authorized for use at the telework location, criteria for the proper encryption and safeguarding of such information and data must be consistent with Enclosure 3, subparagraphs 3.f. (1) through (3) of DoDI 1035.01, Telework Policy. Component specific instructions must be included in the space allowed for Component specific comments or cite the appropriate Component references that contain these instructions.

13. The supervisor will ensure that employees working from an alternate location are creating and storing records in accordance with DoD Instruction 5015.02, "DoD Records Management Program" and all agency specific records management guidelines. DoD employees are not to use personal email accounts, hard drives, or commercial cloud/file sharing services for official business, or forward email from an official email account to a personal account.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for the Government, as provided by statute and implementing regulations and as articulated in this agreement. (Approved authorizations are filed with this agreement.)

15. The employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of title 5, United States Code. The use of personal email accounts for transmission of Personally Identifiable Information (PII) is strictly prohibited. PII may only be emailed between government email accounts and must be encrypted and digitally signed.

TERMS OF TELEWORK AGREEMENT (Continued)

16. The DoD Component may inspect the home worksite, by appointment only, if the DoD Component has reason to suspect that safety standards are not being met and GFE is not being properly maintained.

17. The DoD Component will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence.

18. The DoD Component is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

19. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official alternative worksite. Employees paid from nonappropriated funds are covered under the Longshore and Harbor Workers' Compensation Act. Any accident or injury occurring at the alternative workplace must be brought to the immediate attention of the supervisors who will investigate all reports as soon as practical following notification.

20. The employee acknowledges that telework is not a substitute for dependent care.

21. The employee acknowledges that telework is a discretionary alternative workplace arrangement. The employee may be required to work at the regular worksite on scheduled telework day(s) if necessary to accomplish the mission.

22. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance or conduct not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

23. The employee continues to be covered by DoD Component standards of conduct while working at the alternative worksite.

24. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

25. DoD Component-specific conditions may be included below.

COMPONENT-SPECIFIC TERMS AND CONDITIONS

DEPARTMENT OF DEFENSE TELEWORK AGREEMENT

(Read Privacy Act Statement and Terms of Agreement before completing this form.)

SECTION I - This document constitutes the terms of the telework agreement for:

1. EMPLOYEE <i>(Last Name, First, Middle Initial)</i>	2. OFFICIAL JOB TITLE
3. PAY PLAN/SERIES/GRADE/PAY BAND	4. ORGANIZATION
5. REGULAR OFFICIAL WORKSITE <i>(Street, Suite Number, City, State, and ZIP Code)</i>	6. ALTERNATE WORKSITE ADDRESS <i>(Street, Apartment Number, City, State, and ZIP Code) (May be TBD under emergency situations)</i>
7. ALTERNATE WORKSITE TELEPHONE NUMBER <i>(Include Area Code)</i>	8. ALTERNATE WORKSITE EMAIL ADDRESS <i>(Address for official emails if different from office email address. Identification of personal email address is not required.)</i>
9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES <i>(Agreement should be revalidated at least once every 2 years)</i> a. START (YYYYMMDD) b. END (YYYYMMDD)	10. TOUR OF DUTY <i>(X one) (Attach copy of biweekly work schedule)</i> <input type="checkbox"/> FIXED <input type="checkbox"/> FLEXIBLE <input type="checkbox"/> COMPRESSED
11. TELEWORK ARRANGEMENT <i>(X one)</i> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> <input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> SITUATIONAL </div> <div style="text-align: right;"> Regular and Recurring Telework Schedule: _____ Number of days per Week or Pay Period _____ Days of the Week (e.g., Mon, Wed, Thurs) _____ </div> </div> <p style="margin-top: 20px; font-size: small;">All employees who are authorized to telework on a Regular and Recurring or Situational basis to include emergency situations shall have a telework agreement in place.</p>	
12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS Employee is expected to telework for the duration of an emergency pursuant to: <ol style="list-style-type: none"> 1) Component policy; 2) a pandemic; 3) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., snowstorm, hurricane, act of terrorism, etc.); or 4) when Government offices are open with the option for unscheduled telework when weather conditions make commuting hazardous, or similar circumstances compromise employee safety. Employees unable to work due to personal situations (e.g., illness or dependent care responsibilities), must take appropriate leave (e.g., annual or sick). If the worksite is closed or closed to the public, the employee may be granted administrative leave, on a case-by-case basis, when other circumstances (e.g., power failure) prevent the employee from working at the telework site. Managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities. 	
13. SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL <i>(Name and Signature)</i> <input type="checkbox"/> I also verify that I have completed approved telework training.	14. DATE (YYYYMMDD)
15. EMPLOYEE SIGNATURE <input type="checkbox"/> I also verify that I have completed approved telework training.	16. DATE (YYYYMMDD)

SECTION II - SAFETY CHECKLIST

SAFETY FEATURE	(X)	YES	NO
1. Temperature, ventilation, lighting and noise levels are adequate for maintaining a home office.		<input type="checkbox"/>	<input type="checkbox"/>
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures, bare conductors, etc.).		<input type="checkbox"/>	<input type="checkbox"/>
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).		<input type="checkbox"/>	<input type="checkbox"/>
4. Office (including doorways) is free of obstructions to permit visibility and movement.		<input type="checkbox"/>	<input type="checkbox"/>
5. File cabinets and storage are arranged so drawers and doors do not enter into walkways.		<input type="checkbox"/>	<input type="checkbox"/>
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.		<input type="checkbox"/>	<input type="checkbox"/>
7. If material containing asbestos is present, it is in good condition.		<input type="checkbox"/>	<input type="checkbox"/>
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.		<input type="checkbox"/>	<input type="checkbox"/>
I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.			
9. EMPLOYEE SIGNATURE		10. DATE (YYYYMMDD)	

SECTION III - TECHNOLOGY/EQUIPMENT

(1) TECHNOLOGY/EQUIPMENT (Indicate all that apply)	(2) REQUIREMENT (Y or N)	(3) OWNERSHIP: AGENCY OR PERSONAL (A or P)	(4) REIMBURSEMENT BY COMPONENT (Y or N)
1. COMPUTER EQUIPMENT			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER			
2. ACCESS			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER			
3. CONNECTIVITY			
a. DIAL-IN			
b. BROADBAND			
4. REQUIRED ACCESS CAPABILITIES			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
5. OTHER EQUIPMENT/SUPPLIES			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER			
6. SUPERVISOR'S SIGNATURE			7. DATE (YYYYMMDD)
8. EMPLOYEE SIGNATURE			9. DATE (YYYYMMDD)

SECTION IV - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION*(Complete this section when the telework agreement is cancelled.)***1. CANCELLATION DATE (YYYYMMDD)****2. INITIATED BY (X one)**☐

EMPLOYEE

☐

MANAGEMENT

3. REASON(S) FOR CANCELLATION**4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED LIST
PROPERTY AND DATE OF RETURN:**☐

YES

☐

NO

5. SUPERVISOR'S SIGNATURE**6. DATE (YYYYMMDD)****7. EMPLOYEE SIGNATURE****8. DATE (YYYYMMDD)**

NV11 REMOTE WORK AGREEMENT

CNO HRO, May 2022

PRIVACY ACT STATEMENT

Authority: This information is sought and maintained under authority of the Telework Enhancement Act of 2010 (5 U.S.C. § 6501 et seq.), 5 C.F.R § 531.605, and 5 U.S.C. § 552a.

Purpose: The information solicited on this form will be used in combination with DD Form 2946 (DoD Telework Agreement) to ensure eligibility in the Telework Program, to acknowledge understanding of terms and conditions, and to facilitate timely processing of the request.

Routine Uses: None

Disclosure: Voluntary; however failure to provide the requested information may delay or result in disapproval of your request.

TERMS OF REMOTE WORK AGREEMENT

The employee acknowledges that s/he has requested to work remotely from the address listed in block 4 of this form and is not requesting remote telework at the behest of the _____ (Command) or Department of the Navy (DON) or for any official/mission-related purpose. The employee recognizes that this remote arrangement is not an employee benefit or entitlement, but is rather an additional workplace flexibility that the DON may approve to enable the employee to work from a location other than the organization's primary worksite for personal reasons.

The employee agrees to comply with all applicable laws, rules, regulations, Department of Defense (DoD), DON, Chief of Naval Operations (NV-11), and Command policies, instructions and guidance. Unless otherwise instructed and/or approved, the employee agrees to perform official duties only at the agency-approved remote worksite. In addition to the terms and conditions outlined within the DD Form 2646 (Telework Agreement), the employee accepts the following terms and conditions in exchange for approval to work remotely:

a) Pay and benefits

The employee understands that upon entering into this agreement his/her official duty location will be changed to the address indicated in block 4 of this form and that his/her locality pay may change pursuant to 5 C.F.R § 531.605. Any change of the official worksite to the remote worksite location will be documented on a Notification of Personnel Action (Standard Form 50). (See "Duty Station" blocks 38 and 39 of SF-50 showing the city/town, county and state in which the official worksite is located.) The employee understands that a change in official duty location may change the amount of locality pay that s/he will receive for the duration of the remote work agreement. The employee understands that any change in official duty location may have implications for a Reduction in Force (RIF), as the new location may be a different competitive area than the original worksite. The employee further understands that any change in duty location is at the behest and for the personal benefit of the employee and is not a management-directed reassignment, transfer, or change in permanent duty station. As such, the employee is not entitled to: 1) travel/transportation expenses, administrative leave, permanent change of station (PCS) household goods moving cost, real estate expenses, or temporary living expenses for him/herself and any dependents to the approved remote worksite at the commencement of the remote work agreement; and 2) travel/transportation expenses, PCS household goods moving costs, real estate expenses, or temporary living expenses back to the Commands' primary worksite upon termination of the remote work agreement.

For the duration of the remote work agreement, if the employee is required by management to travel back to the local commuting area of the Commands' primary worksite for any official work-related purpose (other than upon termination of this agreement), the employee will be in placed in a temporary duty (TDY) status for the travel and will be entitled to TDY-related travel expenses pursuant to the Joint Travel Regulations.

b) Liability

The DON is not liable for damages to an employee's personal or real property while the employee is working at the remote worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

The employee understands that the U.S. government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternate worksite, for example, home maintenance, insurance, utilities, internet, cable, or phone. The employee agrees to provide high speed internet service and operational telephone to complete official work duties while at the remote worksite.

c) Termination of Remote Work

Management may terminate the remote work agreement at any time should the employee's performance or conduct not meet the prescribed standard; the remote working arrangement fails to meet organizational needs; or if the employee breaches the terms of this agreement. When possible, advance written notice should be provided.

The employee may request termination of the remote work agreement at any time. Such request must be made by the employee in writing, include a detailed justification, and be directly submitted to the applicable management official consideration and decision.

d) Availability and Accessibility

The employee agrees to login and remain connected to the NMCI network, MS Teams, and other software applications as management deems applicable (VPN, etc.). The employee agrees to remain available and accessible via phone and email during established work hours and while in a duty status. The employee agrees to remain in regular and ongoing contact with his/her supervisor, team lead and team members, peers, and customers.

The employee agrees to notify his/her supervisor (or designee) immediately in the event that any Information Technology (IT) equipment or software becomes inoperable during duty hours. Additionally, employee agrees to timely inform his/her supervisor of any impact such as technological delay(s) and/or failure has on his/her ability to successfully perform the duties of his/her position. Consistent with the employee's position and the needs of the command, the supervisor may approve and/or assign alternative work assignments to be accomplished which do not rely on the utilization of the affected IT equipment or software, and/or the employee will utilize appropriate leave.

e) One Year Limitation

Unless terminated early, this agreement must be reviewed and recertified by the parties annually to validate that arrangements are still effective and in the best interest of the Navy. The requested duration of remote work must be specifically identified below.

From:

To:

f) General Provisions

Employee agrees to timely submit applicable work schedule and leave request(s) to his/her supervisor in accordance with applicable Command policy and instruction.

Employee agrees to accurately record his/her time in SLDCADA, including both time spent in a duty status, as well as any applicable approved leave status. Employee agrees to ensure the applicable Environmental Hazard (EHZ) code "TW" is utilized in SLDCADA to accurately capture time spent in a duty status.

g) Readiness

Signed & Approved Telework Agreement, DD Form 2946 Attached ☐

Telework Training Complete, Certificate of Completion Attached ☐

1. Employee (Last Name, First, Middle Initial)		2. Job Title, Pay Plan, Series, Grade	
3. Employing Organization Name and Address		4. Requested Remote Worksite Address	
5. Employee Signature: I acknowledge I have read, understand and will comply with all provisions outlined in this agreement.		Date: (MM/DD/YYYY)	
6. Supervisor Recommendation: <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove (Provide explanation below)			
7. Supervisor Signature:		Date: (MM/DD/YYYY)	
8. Approving Official Decision: <small>At minimum, the second-level supervisor or other management official as deemed appropriate shall serve as the Approving Official. Applicable command policy may elevate approval authority to a higher level for decision.</small> <input type="checkbox"/> Approve <input type="checkbox"/> Disapprove (Provide explanation below)			
9. Approving Official Signature		Date: (MM/DD/YYYY)	

BUSINESS RULES FOR TELEWORKING EMPLOYEES

1. These business “rules” are suggested rules of practice to make telework consistent, effective and efficient. They are not OJAG, NLSC, or OSTC requirements – Supervisors retain the authority to adjust these rules to reflect division/command practice. Telework arrangements should clearly spell out requirements. In the absence of contrary guidance, these rules are norms of telework practice in OJAG, NLSC or OSTC.

2. **Business Rules**

a. Use call forwarding on your desk phone when teleworking to direct calls to your telework location. When working effectively, telework should be generally transparent and seamless, and not create additional burdens on customers, clients, or office colleagues. Calls may be forwarded to a government-issued phone, a home phone, or a personal cellphone. Supervisors may also consider implementing office protocols to “un-forward” calls at the end of the work day for teleworking employees.

b. Outlook “Out of Office” messages should only be used in limited and appropriate circumstances (e.g., when you have limited access to email, such as telework in conjunction with official travel, or when deliberately not reviewing e-mail to allow focus on a particular project or assignment). Again, a presumption of our telework policy is that telework should be seamless and not create hardships or additional burdens on customers, clients or office colleagues.

c. Place a visible sign at your regular worksite indicating your telework status and contact information.

d. Safeguard Personally Identifiable Information (PII) in accordance with all applicable rules and policies. Storing any form of PII on personally owned computers, mobile computing devices, and removable storage media is strictly prohibited. The use of personal e-mail accounts for PII transmission is prohibited. PII may only be emailed between Government email accounts and must be encrypted and digitally signed.

e. Employees will return phone calls and respond to e-mails as they normally would, as if they were in their OJAG, NLSC, or OSTC workspace. Being non-responsive or failing to respond in a timely fashion may provide grounds for supervisors to revisit telework arrangements.

f. Supervisors may establish mustering protocols to reflect commencement and termination of telework periods for appropriate monitoring of telework effectiveness.

g. Telework is not a day off and should not be used as a substitute for dependent care. Employees are expected to put forth honest effort in the performance of their duties, consistent with the standards of ethical conduct, and not conduct personal errands or business without approval from their Supervisors, just as they would when not teleworking.