

**STATE OF OHIO
ADJUTANT GENERAL'S DEPARTMENT
2825 West Dublin Granville Road
Columbus, Ohio 43235-2789**

NGOH-HRZ

12 March 2020

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Ohio National Guard Telework Policy (HRO Policy # 20-009)

1. References:

- a. 5 USC Sections 6501-6506.
- b. DoDI 1035.01, Telework Policy, 4 April 2012.

2. Compliance: The DoD Telework Policy implements the legal requirement for executive agencies to establish policies under which civilian employees and military service members may participate in teleworking, without diminished employee performance. This memorandum outlines the telework policy for the Ohio National Guard (OHNG).

3. Applicability: This policy applies to all federal employees and all full-time military service members of the OHNG (henceforth referred to as "workforce members"). Workforce members specifically include Title 32 Dual-Status Technicians (MILTECHs), Title 5 National Guard Employees (NGEs), and all military members performing Full-Time National Guard Duty (FTNGD), such as Title 32 Active Guard Reserve (AGR) duty and all other forms of FTNGD. FTNGD includes—but is not limited to—Operational Support (FTNGD-OS), Counter-Drug (FTNGD-CD), and Other Training Duty (FTNGD-OTD). Probationary MILTECHs, probationary NGEs, and FTNGD personnel, whose FTNGD orders do not exceed one year, will be permitted to telework in only rare circumstances. This policy does NOT apply to state of Ohio employees.

4. Background: Telework is a voluntary work-flexibility arrangement under which a workforce member performs his/her duties from an approved alternate worksite location (i.e. a location that differs from the member's normal, assigned worksite location) on either a regular and recurring or a situational basis.

- a. Mandatory Telework: Under normal conditions, workforce members may not be ordered to telework; however, under emergency conditions, workforce members may be ordered to telework, as further described in paragraph 11 of this policy.

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b. **Approved Locations:** Alternate worksite locations include—but are not limited to—OHNG bases, armories, or other government-owned facilities; a member's home of record; etc.

c. **Normal Travel:** Telework does not include any part of work done while on official travel or mobile work, such as work characterized by routine and regular travel to customer or other worksites, instead of a single defined worksite. In other words, telework agreements are not required for workforce members on TDY or for members who travel to other sites regularly, as a normal part of their duties (e.g. inspectors, auditors, etc.).

5. **Policy:** Commanders and supervisors are authorized to use telework as a management tool for all segments of the federal workforce. Before doing so, however, they must thoroughly review telework requests from the perspective of mission readiness and mission accomplishment. While workforce quality of life may be used as a criterion, when deciding whether to approve such requests, mission readiness and mission accomplishment must be at the forefront and the most heavily weighted factor for these decisions. With that in mind, all commanders and supervisors shall adhere to the guidance and procedures in this policy when reviewing telework requests, when implementing telework agreements, and when generally using telework as a management tool. General eligibility and approval guidelines follow:

a. **Discretionary vs. Entitlement:** Telework is a workplace-flexibility / management tool; furthermore, use of telework is at the sole discretion of commanders and supervisors. Telework is not an entitlement and does not change employment or service-agreement terms and/or conditions.

b. **Workforce members who work with classified information on a daily basis must telework from a secure site and will only be authorized to do so on a case-by-case basis and for a limited time.**

c. **Workforce members in positions that require—on a daily basis—on-site activity or face-to-face personal contacts, which cannot be performed remotely or at an alternative worksite (e.g., hands-on contact with machinery, equipment, or vehicles) would not generally be candidates for telework. These members may, however, be eligible for situational telework in specific circumstances: e.g., to accomplish relevant, duty-related administrative requirements or on-line training that is required for their position as OHNG workforce members.**

d. **Workforce members whose performance was officially appraised below fully-successful will not ordinarily be authorized to telework; however, if they are permitted to do so, their supervisors shall explain how they will be appropriately supervised.**

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e. No workforce member, who has been coded as (charged with) Absence Without Leave (AWOL), within the previous calendar year, will be granted teleworking privileges.

f. No workforce member, upon whom any adverse action or disciplinary action (formal or informal) has been imposed / implemented—within the previous calendar year—will be granted teleworking privileges. No workforce member, who is the subject of an investigation or inquiry that could reasonably lead to an adverse or disciplinary action—or is pending such action—will be granted teleworking privileges. No full-time military member, who is currently "flagged" (i.e. under suspension of favorable personnel action), will be granted teleworking privileges.

g. Telework is not a substitute for child care.

6. Work Schedules: Telework will not be scheduled outside existing hours of duty or outside the workforce member's approved work schedule. See the current OHNG Work Schedule Policy for Federal Workforce Members for additional details.

7. Telework Agreements: Telework arrangements (agreements) may be made as part of a workforce member's ongoing work schedule or on a case-by-case basis, to accommodate a specific agency or workforce-member need. With the exception of emergency situations—approved by The Adjutant General (TAG) or his designated official—all telework agreements require supervisors and workforce members to undergo specific telework training, complete and execute DoD telework agreements (via DD Form 2946), and obtain Human Resources Office (HRO) approval. Additionally, no telework agreement may exceed two calendar years from the agreed start date, as annotated on DD Form 2946; after which a new agreement must be completed, submitted, and approved. There are two types of telework:

a. Regular and recurring: Regular and recurring telework may be requested and approved as part of an ongoing, regular, and recurring schedule. Under this type of agreement / arrangement, workforce members may be approved to telework for one or more days per work week from their homes of record or other alternate worksite locations. Telework day(s) will not "float" throughout the week, but will be a regular part of the work schedule (e.g. every Monday, every Tuesday and Thursday, etc.).

b. Situational: Situational telework may be requested and approved on a case-by-case basis, in which the hours worked are not part of a previously approved, ongoing, and regular telework schedule (e.g., as a result of inclement weather, medical appointments, special work assignments, or to accommodate other special circumstances). Telework is considered "situational," even when it may occur continuously for a specified period, and is also referred to as episodic, intermittent, unscheduled, or ad hoc telework.

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(1) Specified period: Workforce members may be approved to telework for a specified, finite period of time, to accommodate a specific workforce-member or agency need. For example, a workforce member may be required to remain at home for six weeks, after recovering from foot surgery; however, the member's duties may be performed remotely. In this example, a telework agreement may be approved for the six-week period, for which the member is required to remain at home. Any additional telework, beyond that six-week period, however, must be requested, approved, and implemented separately, in this example.

(2) Intermittent / episodic / ad hoc: Members may be approved to telework intermittently, on a case-by-case basis, for up to a two-year period. If approved for this type of agreement, a workforce member may work from an approved alternate worksite intermittently, as the need arises, with supervisor approval: e.g. during the two-year agreement, the member may work from an alternate worksite, for a specified period, to complete a special project or to accommodate a specific workforce-member need; such as the one described in the previous paragraph or, for example, due to poor commuting conditions (e.g. hazardous weather), etc. Each instance of intermittent telework, during the two-year agreement, must be approved by the workforce member's supervisor.

(3) Supervisors must document, in writing, each instance of approved intermittent telework—described in paragraph 7b(2)—and maintain local records for a period of two years, for audit purposes. Acceptable forms of written documentation includes, but is not limited to: requests and approvals via email; memorandums for record; etc.

8. Operating costs: The OHNG is not responsible for any operating costs associated with the workforce member's use of his or her home as an alternate worksite. This includes, but is not limited to, home renovations, insurance, internet connectivity, utilities, and/or home or cell phone reimbursement. The workforce member must also acknowledge and agree that the OHNG will not be liable for damages to a workforce member's personal or real property, while he or she is working at the approved alternative worksite.

9. Request Procedures: Workforce members may request either a "regular-and-recurring" or "situational" telework arrangement by completing DD Form 2946 (DoD Telework Agreement). Workforce members will provide a justification for telework as well as a detailed outline of the work that will be accomplished, how he or she will remain productive, a description of the alternative work site, and how communication will be maintained with the supervisor and customers. This request will be submitted to the workforce member's immediate supervisor for review by his or her supervisory chain. If the supervisory chain agrees with the request, the request packet will be forwarded to the Human Resources Office, ATTN: Customer Service, for review and final approval.

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10. Other Required Documentation / Acknowledgments: In addition to DD Form 2946, supervisors and workforce members will complete all required and applicable Telework training (see websites below) and provide the corresponding training certificates to the HRO, as part of the aforementioned request packet. Additionally, workforce members and supervisory chains will ensure, acknowledge, and/or provide documentary verification for the following:

a. Telework required training websites:

(1) Supervisor Training: <https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses/managers-course/index.htm>

(2) Workforce-member (Employee) Training: <https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses/employee-course/index.htm>

b. Cybersecurity annual training: The workforce member's DoD Cybersecurity training is up-to-date (i.e. does not expire within 90 days).

c. Alternative worksite required conditions: Supervisors are encouraged but not required to inspect the proposed Telework site, prior to recommending approval of a telework agreement; however, all workforce members must certify that they are responsible for ensuring a safe and healthy alternative worksite and that they agree to all other terms of the telework agreement, as enumerated in DD Form 2946. By signing DD Form 2946, workforce members and their supervisors are attesting that the workforce member's proposed alternative worksite meets the required conditions of an alternative worksite.

d. Accidents, Injuries, Illnesses: The workforce member must notify his or her supervisor immediately of any accidents, injuries, or illnesses that occur at the alternative workplace, while performing assigned duties and complete any applicable, required documentation. The supervisor will investigate such reports and, if deemed necessary, arrange an on-site investigation. Neither the OHNG nor the United States Government, will be liable for accidents that occur outside of the specific work area in a workforce member's home of record.

e. Mission-Critical Designation: If the workforce member is designated as someone whose duties are mission-critical, the supervisor will ensure that the following statement is inserted in the "Component-specific Terms and Conditions" block of DD Form 2946, as part of the proposed Telework Agreement: "Full Name performs mission-critical duties for the Ohio National Guard and will, therefore, be required to continue the performance of those duties, via telework, in the event that emergency conditions

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prevent the performance of those duties at the normal worksite/duty location." Prior to completing and signing the telework agreement, the supervisor will discuss this specific condition with the workforce member to ensure his or her full acknowledgement and understanding of this additional condition of the agreement.

f. Telework Denial or Termination: Commanders and supervisors may deny requests for telework. They may also terminate previously approved telework agreements. Workforce members may also request termination of a telework agreement, except when ordered to telework under the provisions of paragraph 11 of this policy. Terminations may be without prior notice; however, all telework denials and terminations must be documented in writing, as described below:

(1) Written Termination: Whether supervisors are denying or terminating telework agreements or workforce members are requesting the termination of an approved telework agreement, all such denials and terminations must be documented in writing, using page 4 of DD Form 2946, "DoD Telework Agreement" (enclosed).

(2) Basis: All denials and terminations must provide the basis for the denial or termination. The basis may include—but is not limited to—such reasons as: mission requirements, workforce member performance or conduct, needs of the workforce member's workgroup or work center, workforce member's duties are not conducive to telework, etc. When applicable, supervisors should also include information about when the workforce member may reapply, or actions that the member should take to improve his or her chances of approval.

11. Continuity of Operations Plan (COOP) / Declared Emergencies: Under certain mission-critical and emergency conditions, TAG or his designated official may order workforce members to perform situational telework for a short or even extended period of time, regardless of whether those members have existing telework agreements. Under these conditions, the procedural requirements of this policy are waived (i.e. those listed in paragraphs 9, 10c, 10e, and 10f above). In the event of and in preparation for such conditions, however, commanders and supervisors should take the following actions, **when time permits** and/or **as directed by TAG or his designated official**:

a. Extended emergency telework: If an emergency order to telework is anticipated to last for an extended period of time, supervisors will take action to comply with all procedural requirements of this policy.

b. Prior to an emergency: Identify all workforce members who would meet the criteria for telework (e.g. as described in paragraph 5 above), in preparation for emergency situations that would require TAG to order workforce members to telework.

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c. **Emergency preparedness:** After identifying all workforce members, who meet the telework criteria, commanders and supervisors are highly encouraged to implement the requirements for two-year situational (intermittent / episodic / ad hoc) telework agreements for these workforce members. These agreements need only be enacted in an emergency, but having them on file prior to an emergency, could significantly ease administrative burdens during that emergency.

12. **Accountability:** Time spent in a telework status must be accounted for and reported in the same manner as if the workforce member reported for duty at his or her regular worksite. Supervisors should verify work output through regular contact with the workforce member (e.g. telephone calls, emails, etc.) and/or by determining the reasonableness of work output, compared to time spent teleworking.

13. **Timekeeping for federal employees:** Hours spent in a telework status must be documented using the appropriate Standard Labor Data Collection and Distribution (SCDLADA) codes. When using SLDCADA, the type-hour code will be "RG" and the environmental code will be one of the following:

- a. Telework situational / ad hoc: TS;
- b. Telework situational / medical: TM; or
- c. Telework regular & recurring schedule: TW.

14. **Points of Contact:** Questions concerning this policy may be directed to the Federal Employment Branch Manager, MAJ Daryl Scott, at (614) 336-7121 / DSN 346-7121 or daryl.g.scott.mil@mail.mil; or to AGR Branch Manager, CW5 Lee Scott, at (614) 336-7431 / DSN 346-7431 or lee.w.scott.mil@mail.mil.

FOR THE ADJUTANT GENERAL:

Enclosure:
DD Form 2946

GREGORY J. BETTS
COL, AG, OHARNG
Director of Human Resources

DISTRIBUTION:
A, D

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DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 113, Secretary of Defense; DoD Instruction 1035.01, Telework Policy.

PRINCIPAL PURPOSE(S): 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 USE(S): None.

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

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.cpms.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. **For Official Use Only (FOUO) and 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 determine how frequently, if at all, backup copies of data onto network drives or removable disks must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

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.

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.

TERMS OF TELEWORK AGREEMENT *(Continued)*

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

SECTION II - SAFETY CHECKLIST

| SAFETY FEATURE (X) | YES | NO |
|--|-----|----|
| 1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office. | | |
| 2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.). | | |
| 3. Electrical system allows for grounding of electrical equipment (three-prong receptacles). | | |
| 4. Office (including doorways) is free of obstructions to permit visibility and movement. | | |
| 5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways. | | |
| 6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard. | | |
| 7. If material containing asbestos is present, it is in good condition. | | |
| 8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured. | | |

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 CHECKLIST

| (1) TECHNOLOGY/EQUIPMENT <i>(Indicate all that apply)</i> | (2) REQUIREMENT <i>(Y or N)</i> | (3) OWNERSHIP: AGENCY OR PERSONAL <i>(A or P)</i> | (4) REIMBURSEMENT BY COMPONENT <i>(Y or N)</i> |
|---|---------------------------------------|--|---|
| 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)