

BPA Human Resources Desk Reference

Telework and Remote Work Program

HR Desk Reference: 410-06-03

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1. Purpose & Background

A. Introduction:

Bonneville Power Administration Executive Management team will set the overall organization strategy and framework for the use of alternative work arrangements to meet short- and long-term business needs and its obligations to the ratepayers in the community.

The terms telework and remote work are forms of alternative work arrangements and workplace flexibilities. DOE-BPA's inclusion of remote work as a work arrangement is largely a new endeavor. Telework and remote work can sometimes be mistakenly referred to interchangeably. However, telework and remote work are distinct work arrangements with differing requirements under applicable laws and regulations.

Telework and remote work are voluntary arrangements initiated by employee request. To participate in a telework or remote work program the supervisor and employee must complete mandatory training. A telework or remote work agreement is required prior to participation, and the supervisor is required to assess the appropriateness of employee participation in telework or remote work prior to entering into a telework or remote work agreement. Employees with an approved telework or remote work agreement are required to meet the terms and conditions outlined in the telework or remote work agreement.

Telework and remote work can increase employee job satisfaction, promote better work-life balance, reduce commute times, etc. Telework and remote work can also enhance BPA's ability to attract and retain the best possible workforce as well as enable BPA to meet mission-critical business needs by keeping employees working during emergencies to ensure continuity of operations.

The Telework and Remote Work Program will be managed in a fair and equitable manner without regard to race; ethnicity; color; religion; gender (including pregnancy and gender identity); national origin; age; disability; political affiliation; sexual orientation; genetic information; marital or family status; personal favoritism; membership or non-membership in an employee organization, or holding of office in an employee organization; or any other non-merit based factor.

B. Objectives:

BPA recognizes that employees need to balance their professional lives with their personal, health, and family responsibilities. One way BPA supports employees in work-life balance is through flexible work arrangements. The goal of this program is to enhance the use of workplace flexibilities to better meet business objectives.

Effective performance management is a key component to a successful telework and remote work program. Telework and remote work employees will be held accountable for the results produced the same as a non-teleworker or remote worker.

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C. Background:

The Telework Enhancement Act of 2010 requires executive branch agencies to establish policies under which eligible employees are authorized to telework. BPA is committed to creating a flexible and agile workforce that is better able to respond to local and world events.

While employees and supervisors alike enjoy positive outcomes resulting from alternative work arrangements, management retains the discretion to determine employee eligibility to participate in BPA's telework and remote work program, subject to mission needs and the limitations and requirements described herein, the Telework Enhancement Act, and applicable OPM guidance.

2. Applicability

This HR Desk Reference is applicable to all BPA federal annual employees who are eligible for telework and/or remote work. BPA hourly employees are not eligible for telework, except in limited circumstances. BPA's contractor workforce is not covered by the guidelines in this policy.

3. Terms & Definitions

- A. Alternative worksite: A defined workspace in an employee's home, a BPA-designated satellite work center, or other location unique to a specific request.
- B. BPA worksite: An official BPA location where work activities are based, generally considered a centralized location of an employee's assigned organization.
- C. Continuity of Operation Plan (COOP): Refers to measures designed to ensure that functions essential to the mission of the Agency can continue to be performed during a wide range of emergencies, including localized acts of nature, accidents, public health emergencies, and technological or attack-related emergencies.
- D. Contingent workforce: Non-employee contract labor performing work essential to BPA activities. Types of the contingent workforce include supplemental labor, consulting services, and outsourced services that perform engineering services, professional services, facilities maintenance, and construction.
- E. Core hours: Hours during the workday, workweek, or pay period that are within the tour of duty during which an employee is covered by a flexible work schedule and is required by the agency to be present for work, including while teleworking or working remotely. BPA core hours are defined in [HR Desk Reference 410-06-02](#).
- F. Domestic Employees Teleworking Overseas (DETO) Agreement: A temporary overseas remote work arrangement that allows federal employees to perform the duties of their domestic BPA position of record from an approved overseas location. DETO Agreements require DOE approval with final approval from the Department of State. A DETO Agreement is not required when an employee is working remotely from non-foreign locations.

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- G. Local Commuting Area (LCA): The 50-mile radius surrounding the BPA worksite or a remote worker's Official Remote Worksite. Remote employees are eligible for travel reimbursement when reporting to the BPA Worksite if their Official Remote Worksite is outside of the LCA of a BPA Worksite.
- H. Medical Telework: A limited arrangement used only for definitive periods of confinement, rehabilitation, and/or recuperation from a serious illness or injury and may be a full-time and/or part-time arrangement depending on the medical situation.
- I. Official Duty Station: An employee's official worksite location or alternate telework site and documented in the employee's eOPF.
- J. Official BPA Worksite: An official BPA location where work activities are based, generally considered a centralized location of an employee's assigned organization. This is the duty station for a teleworking employee's position of record and where the employee is scheduled to report a minimum of two days per pay period, or additional days at BPA management discretion, e.g., three (3) days or an equivalent of 24-hours, on a regular and recurring basis unless a temporary exception is made by the employee's supervisor in accordance with [5 CFR § 531.605\(d\)\(2\)](#).
- K. Official Remote Worksite: The remote location (e.g., the employee's home) from which an employee on a remote work arrangement regularly performs work, except in certain temporary situations (e.g., extended official travel or recovery from an injury or medical condition). The official worksite does not change when the employee does not perform work at the official work site due to an emergency per [5 CFR § 531.605](#) – Determining an Employee's Official Worksite.
- L. Official Reporting Worksite: The regular BPA worksite of a teleworking employee's position of record where the employee is scheduled to report a minimum of two (2) days per biweekly pay period, as established by OPM, on a regular and recurring basis. Additional days required are at BPA management discretion e.g., three (3) days per pay period or the equivalent of 24-hours. For an employee whose work location varies on a recurring basis, the employee is not required to report twice each pay period at the regular official worksite (where the employee's work activities are based) if the employee is performing work regularly within the locality pay area for that worksite. This definition does not apply to an employee teleworking as a reasonable accommodation.
- M. Realistic Commuting Distance: The distance a Remote (Restricted) employee might reasonably be expected to commute from their Official Remote Worksite to a BPA Worksite with some regularity (e.g., a few times a quarter), which is generally no more than 2.5 hours of commuting time or approximately 125 miles in distance. When approving Remote (Restricted) arrangements, BPA will take into consideration the increased costs associated with Official Remote Worksites located outside the LCA of the BPA Worksite, as employees on such agreements are eligible for temporary duty TDY.

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- N. **Remote Work:** Remote work is a work arrangement in which the employee continually works from an approved remote worksite (usually the employee’s residence) in the United States and is not expected to report to a BPA Worksite on a regular and recurring basis.
- O. **Remote Work Agreement:** A written document signed by the employee and BPA management to authorize the employee to work remotely—either Remote (All-US) or Remote (Restricted). This written document outlines the terms, conditions, and expectations of remote work and defines the Official Remote Worksite.
- P. **Remote (All US):** A designation that a position can support full-time remote work and the employee’s Official Remote Worksite may be located anywhere in the United States and the District of Columbia (i.e., may be outside of the locality pay area of the BPA Worksite).
- Q. **Remote Work (Restricted):** A designation that a position can support full-time remote work, but the employee’s Official Remote Worksite must be located within the locality pay area of the BPA Worksite, or must be a realistic commuting distance from the BPA Worksite for areas outside of a defined locality pay area.
- R. **Regular Telework:** A voluntary work arrangement that occurs as part of an ongoing, regular schedule wherein the employee is authorized to telework at least one day per pay period for non-medical reasons. The employee is authorized to telework at an approved alternative worksite on scheduled days and work at the Official Reporting Worksite on other days during each pay period.
- S. **Situational Telework:** A work arrangement wherein telework is approved on a case-by-case basis and the hours worked are not part of an ongoing and regular telework schedule. This is sometimes referred to as “ad hoc” telework, where the employee may be approved for situational telework for specific non-recurring assignments, special projects, or unscheduled events. Situational telework can also occur in response to a weather or safety event that prevents reporting to the regular workplace.
- T. **Telework:** Telework is a workplace flexibility that allows an employee to perform the duties and responsibilities of their position and other authorized activities from an approved worksite other than the Official Reporting Worksite (i.e., BPA Worksite).
- U. **Telework Agreement:** The Telework Agreement provides clarity of work objectives, expectations of the employee and manager, and a reference for future change in the work arrangement, if necessary. Employees and managers are expected to discuss the telework arrangements during annual performance reviews and should meet periodically to review and discuss the Telework Agreement and mutual expectations.
- V. **Temporary Remote Work:** A temporary remote work arrangement that is typically established at the request of the employee to accommodate specific personal circumstances (e.g., to support an employee’s temporary relocation during their spouse’s military deployment) and is only temporary in nature, usually 12 months or less. This is codified on a Temporary Remote Work Agreement, which consists of a Remote Work Agreement and a Temporary Remote Work Addendum. Unlike regular remote work arrangements, eligibility for temporary

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remote work is based on personal circumstances vice the duties and responsibilities of the position. This arrangement is distinct from Medical Telework. When on a temporary remote work agreement, an employee is required to change their duty station.

W. Tour of Duty: The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that are scheduled and approved in advance.

X. Acronyms:

CBA	Collective Bargaining Agreement	NEO	New Employee Orientation
COOP	Continuity of Operations Plan	OGC	Office of General Counsel
CFR	Code of Federal Regulations	OPM	Office of Personnel Management
DOE	Department of Energy	RA	Reasonable Accommodation
eOPF	Electronic Official Personnel File	TEA	Telework Enhancement Act
GFE	Government Furnished Equipment	RCD	Reasonable Commuting Distance
HRSC	Human Resource Service Center	TDY	Temporary Duty (Travel Expense)
HRD	Human Resources Director	TWC	Telework Coordinator

4. Responsibilities

A. Chief Human Capital Officer:

1. Establishes DOE's annual telework and remote work participation rate goals; and
2. Encourage the use of telework and remote work, as appropriate, in support of annual telework and remote work goals.

B. Office of Policy, Labor and Employee Relations, Policy Division:

1. Develop, promulgate, implement, and provide advice on policies, standards, and procedures consistent with applicable laws and regulations;
2. Service as the Department's Program manager for telework and remote work;
3. Maintain and provide supplemental guidance concerning policy as needed to maintain compliance with laws, government-wide rules and regulations, and Departmental Program changes; and
4. Evaluate the effectiveness of telework and remote work, considering feedback from Telework Coordinators and advise on program management.

C. BPA Human Resources Director or his/her delegate:

1. Annually notifies all annual federal employees of their eligibility for telework based on the position to which assigned in compliance with the provisions of the Telework Enhancement Act of 2010;

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2. Notifies all new hires of their position's eligibility for telework within one week of reporting for duty;
3. Notifies ineligible annual employees;
4. Approves policies and procedures for BPA's telework and remote work program consistent with current laws and OPM and DOE guidelines;
5. Assists managers and employees and evaluates the effectiveness of the telework and remote work program;
6. Ensures submittal of required reports to DOE and/or OPM (i.e., quarterly/annually); and
7. Coordinates with the Office of General Counsel (OGC) prior to the termination of a remote work agreement, when appropriate.

D. BPA Telework Coordinator (TWC):

1. Evaluates the effectiveness of Telework and Remote Work, considering feedback provided by supervisors within their departmental element, and provides feedback to the Department's Telework and Remote Work Program Manager, as needed;
2. Maintains an accurate account of employees participating in Telework and Remote Work;
3. Informs the Department's Telework and Remote Work Program Manager via Telework and Remote Work participation reports when someone is removed or no longer eligible to Telework or Remote Work;
4. Oversees the completion of Telework or Remote Work Agreements in HRMIS and serves as the first-tier support and subject matter expert on the system;
5. Ensures position and employee Telework or Remote Work designations are properly codified in HRMIS; and
6. Ensures employees and supervisors submit annual Telework and Remote Work recertification in accordance with this desk reference.

E. Human Resource Service Center (HRSC):

1. Ensure management submit a Personnel Action Request (PAR) and process personnel actions (SF-50) for employees on remote work agreements;
2. Maintain and update competitive areas in accordance with Reduction-in-Force Policy and workforce reshaping procedures;
3. Process Telework and Remote Work position designations to ensure accurate documentation in HRMIS when building positions and processing personnel actions;
4. Ensure JOAs indicate whether the respective position is Telework or Remote Work (Restricted or All) eligible;
5. Ensure new employees are aware of the Administration's work-life programs, including Telework and Remote Work; and
6. Review an employee's eOPF to determine if there is an official permanent disciplinary action leading to permanent ineligibility of telework due to:

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- a) Being AWOL for more than 5 days in any calendar year; or
- b) Violations of subpart G of the Standards and Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing official federal government duties.

F. BPA COOP Manager:

- 1. Works collaboratively with BPA to ensure Telework is an integrated part of the Administration's COOP Plan.

G. Manager/Supervisor:

- 1. Completes all required Telework and Remote Work training prior to approving a Telework or Remote Work Agreement;
- 2. For each position or group of similarly situated positions, determines whether any portion of the work can be performed at an alternative worksite. If so, the appropriate type of telework and/or remote work arrangement;
- 3. For Telework employees, determines the situation(s) and frequency that may be teleworked (i.e., up to a maximum of 8 days per pay period or in accordance with BPA requirements) and how to participate in the program;
- 4. Notifies all employees of their eligibility or ineligibility to Telework or Remote Work – if ineligible, provide the business reason(s);
- 5. Reviews and approves Telework and Remote Work Agreements prior to employees beginning Telework or Remote Work;
- 6. Ensures that Telework and Remote Work Agreements comport with policy provisions, including, but not limited to: a) required training is complete; b) review telework and remote work agreements annually (normally, during annual performance appraisals and ensure the agreement reflects up-to-date information (i.e., residence information, etc.) ;
- 7. Evaluates Telework and Remote Work Agreements in a timely manner (e.g., Telework Agreements generally within 2 weeks and Remote Work Agreements generally within 30 days), unless the Telework or Remote Work Agreement is a result of a reasonable accommodation (RA) process and authority. The supervisor will consider input received from the employee regarding requests to establish a Remote Work Agreement (such as via the Remote Work Arrangement Analysis Tool), and is encouraged to discuss the input and decision with the employee;
- 8. When required, timely submits a Personnel Action Request (PAR) for Duty Station Change for employees on Remote Work Agreements.
- 9. Modifies, adjusts, or cancels telework agreements, at any time, based on changes when there is a change in business/work need, employee abuse of the privilege, and/or less-than-expected job performance. Consults with Employee Relations before modifying, suspending, or terminating telework agreements;

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10. Modifies, cancels, or adjusts Remote Work Agreement based on business needs consistent with applicable policy and regulations. Prior to making a change to a Remote Work Agreement, consultation with Employee Relations is required;
11. To the fullest extent possible, ensures continuity of operations by integrating Telework;
12. Ensures the Telework or Remote Work Agreement is updated as circumstances change;
13. Ensures the employee understands and agrees with the terms and conditions of the Telework or Remote Work Agreement;
14. Establishes expectation and method/means of communication to be maintained during Telework and Remote Work with employee's supervisor, workgroup, collaborative partners, customers, constituents, etc.;
15. Establishes clear performance expectations and monitors and effectively evaluates the employee's performance; equitably assigns work; rewards performance; and ensures teleworkers receive opportunities as non-telework and remote workers;
16. Consults with the Local Reasonable Accommodation Coordinator (LRAC) and/or Employee Relations Specialist when an employee requests telework as a reasonable accommodation pursuant to the Americans with Disabilities Act, as amended, in a timely and efficient manner based on the Department's Reasonable Accommodation Policy;
17. Management may suspend a Telework Agreement, in writing, at any time with reasonable notice in the following situations:
 - a) To mitigate diminished employee or organizational performance if the employee's performance has dropped below the Meets Expectations (ME) or equivalent. If attempts to mitigate performance are unsuccessful, management must terminate the Telework Agreement.
 - b) When there is an adverse impact on the organization's operations, including inadequate office coverage, a security violation, or inappropriate conduct.
 - c) In these situations, the supervisor must immediately contact the servicing Employee Relations Specialist for guidance.
18. Ensures BPA equipment (IT equipment, etc.) and expenses meet business needs and use is consistent with applicable policy;
19. Ensures that program information, Controlled Unclassified Information (CUI) (including personally identifiable information), NERC-CIP, etc., and information and communications systems are protected, and ensure that documents with the potential to contain sensitive information are maintained or transmitted in accordance with the applicable policy;
20. Absent extenuating circumstances or temporary exceptions made in accordance with 5 CFR 531.605(d)(2), ensures employees are adhering to the work scheduled defined on their Telework Agreement; and
21. Ensures employees' time and attendance are accurately reflected in HRMIS using the appropriate telework and remote work codes.

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H. Employee:

1. Initiates Telework or Remote Work participation request, if eligible and desired;
2. Provides input to the supervisor, such as via the Remote Work Arrangement Analysis Tool, when making a request to establish a Remote Work Agreement;
3. Completes required training prior to entering into a Telework and Remote Work Agreement;
4. Ensures a Telework or Remote Work Agreement is submitted and approved prior to beginning an alternate work arrangement;
5. Complies with the terms and conditions of Telework or Remote Work Agreement and applicable policy and guidance;
6. Complies with supervisory expectations regarding the methods and frequency of communication;
7. Obtains written supervisory approval to modify or terminate Telework or Remote Work Agreement or changes their official remote worksite in accordance with requirements contained herein;
8. Reports to the official reporting worksite when ordered, request for telework is denied, or alternate work arrangement (telework or remote work) is suspended or terminated;
9. Continuously assesses telework arrangements to ensure effectiveness;
10. Becomes familiar with BPA emergency plans (COOP, pandemic, etc.) and supervisor's expectation for telework or remote work during such events;
11. Ensures that communication requirements and methods are established prior to teleworking that facilitate communication with the employee's manager, impacted work group, and other collaborative business partners;
12. Maintains a meets or higher performance rating and the terms and conditions of a Telework Agreement;
13. Complies with applicable policies and procedures for the removal/accountability of government property; protection of information (PII, CUI, NERC-CIP, etc.); records, documents; overtime, leave, alternative work schedules; etc.;
14. Keeps informed and follows current IT and cyber security policies;
15. Uses and maintains Government Furnished Equipment (GFE) in accordance with BPA policies, practices, and procedures and return GFE to BPA upon termination of the Telework or Remote Work Agreement;
16. Evaluates their use of the Telework and Remote Work Program collaboratively with their supervisor; and
17. Records time and attendance in accordance with established procedures (i.e., uses proper time reporting codes (TRC) for telework or remote work).
 - a) Regular Telework (TELR);
 - b) Situational Telework (TELS);

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- c) Medical Telework (TELM); or
- d) Remote Work (REG)
 - i) Remote Worker at BPA Facility use override reason code WABF.

5. Program Administration Requirements and Guidance

Employee participation in telework or remote work is subject to management approval; management has the discretion to cancel telework and remote work agreements when in the best interest of BPA.

A. Eligibility

1. All annual federal employees are considered eligible for telework unless they are deemed ineligible for reasons in part B of this section. All new annual employees will be notified of eligibility during attendance at NEO, or within one (1) month of employment.
2. Positions determined or deemed eligible for remote work are at the discretion of management.

B. Ineligibility

1. BPA hourly employees, with limited exceptions. Exceptions: BPA hourly employees temporarily detailed or on special work assignment to an annual job, or other special circumstance may be permitted to telework on a case-by-case basis. Prior coordination with the Labor Relations Office is required for any exception.
2. Current federal employees will not be authorized to enter into a telework or remote work arrangement or will have their work arrangement terminated if:
 - a) They have been officially disciplined for being absent without leave (AWOL) for more than five (5) days in any calendar year;
 - b) They have been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a federal government computer or while performing federal government duties consistent with the guidance set forth in section 2635.704 of title 5, Code of Federal Regulations;
 - c) Telework or remote work continues to diminish employee or organizational performance, even after attempts to mitigate such diminishment have been attempted;
 - d) An employee is unable to access the BPA's network or an employee's access does not meet the network security requirements and no other work of equal or higher priority that is acceptable to the supervisor can be performed at an alternative worksite;
 - e) The employee does not comply with the terms of the telework agreement; or

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- f) On a daily basis, the position involves handling information or on-site activity that cannot be handled at an alternate worksite (i.e., use of secured network available at BPA worksite, etc.).

C. Exclusions and Restrictions

1. BPA will not consider or approve employee requests to remote work (permanent or temporary) at alternate worksites outside the United States and the District of Columbia.
2. BPA will not consider or approve employee requests to remote work at alternate worksites in the United States territories. Remote working from an overseas location on a DETO Agreement is distinct from other work flexibilities which may allow an employee who is overseas to telework for a short duration (e.g., vacation) to check email, touch base with a supervisor, call into a meeting or log into a work account to accomplish work. Further, employees on official travel orders (i.e., TDY) are typically allowed to log in and perform DOE work while overseas without a formal DETO Agreement. Prior to authorizing this type of work flexibility overseas, management must consult with IT and follow any applicable policies.

5.1 Telework Requirements

- A. Employee participation in telework is voluntary, except in certain emergency situations (e.g., official worksite closures, natural disasters, etc.).
- B. Employees should notify their managers if they would like to discuss telework participation. Prior to entering into a telework agreement, employees and managers should discuss participation considerations outlined in this section and when possible resolve any obstacles and set mutual expectations. Normally, managers should complete the evaluation of an employee request within two (2) weeks.
- C. To participate in Telework, an employee must:
1. Complete telework training (employee and supervisor);
 2. Have adequate equipment in place (BPA is not obligated to pay expenses but if an employee is issued mobile government-owned equipment, it may be used for telework);
 3. Maintain a “meets” or higher performance level;
 4. Have dependent care arrangements in place, if needed;
 5. Establish and maintain a safe and hazard-free alternate worksite, as free from distraction as possible, and review the Self-Certification Safety Checklist prior to signing the telework agreement;
 6. Discuss the terms and conditions of the telework arrangement; and
 7. Establish a signed telework agreement.

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- D. Participation considerations: BPA managers will not modify jobs or assign duties solely to accommodate telework. Most jobs, however, may include some duties that are considered “portable” that can be performed at an alternative worksite (e.g., reading reports, drafting and finalizing documentation, responding to e-mail correspondence, etc.).
- E. Managers and employees should review the following considerations to determine whether telework participation is appropriate for the position and set expectations accordingly:
1. Work standards:
 - a) The employee's ability to work independently and alone for long periods of time;
 - b) Any obstacles the employee may face when working in an environment without traditional structure and support systems;
 - c) Any obstacles related to accessing large amounts of hard-copy data or sensitive information;
 - d) How communication and collaboration with the manager, peers, clients, or the general public will be maintained;
 - e) How to successfully remain a member of the work team; and
 - f) The employee’s ability to work without access to materials that cannot be removed from the employee’s official duty station.
 2. Duties:
 - a) Existing job duties that may be appropriate for telework. Different job duties will not be assigned to enable the employee to participate and not all duties are appropriate;
 - b) Assigned duties should be measurable to gauge the employee’s performance; and
 - c) Informational needs from other sources (research, other employees, etc.) to complete the telework duties.
 3. Communication:
 - a) Requirements for access to the employee at the alternative worksite by the immediate manager, the employee’s work group, and other work groups during duty hours;
 - b) Obstacles and adjustments the manager and work group may face because the employee is teleworking; and
 - c) Basic work processes and how they may need to change to accommodate teleworking.
 4. Workspace:
 - a) Distractions that may occur at the alternate work site and how to deal with them;
 - b) Additional costs that might be incurred and who will pay for them; and
 - c) Whether the employee will need infrastructure support, such as highly specialized or very expensive equipment, etc.
 5. Other:

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- a) A possible trial period of up to 90 days; and
- b) Other issues unique to that employee, immediate manager, or work group.

5.2 Training

The Telework Enhancement Act requires agencies to ensure that interactive telework training is completed prior to entering into a telework or remote agreement. Once the employee and manager understand the requirements for participation in teleworking or remote work and have agreed mutually upon telework or remote work expectations, the manager and employee must complete the required telework training prior to teleworking or approving a telework agreement within two (2) weeks. A telework agreement cannot be approved without the manager and employee completing the [required training](#).

5.3 Telework Arrangements

Telework schedules can cover three types of telework arrangements: Medical, regular, and situational. Telework Agreements can be short-term to accommodate a specific situation, including up to a 90-day trial period, or on-going in nature. Telework Agreements must be renewed annually. The types of arrangements are:

- A. **Regular (Routine):** A voluntary work arrangement that occurs as part of an ongoing, regular schedule wherein the employee is authorized to telework at least one day per pay period for non-medical reasons. The employee is authorized to telework at an approved alternative worksite on scheduled days and work at the Official Reporting Worksite on other days during each pay period.
 - 1. Routine telework agreements may be in effect indefinitely, as long as the employee's duties or responsibilities do not change significantly; however, agreements are subject to annual review and recertification. Any management-initiated change to the telework agreement is normally effective no sooner than 14 days, unless mutually agreed.
 - 2. Employees on regular telework agreements will have a minimum requirement to work at their official reporting worksite.
 - 3. A regular telework agreement also covers any situational telework day(s) an employee may have to take during a pay period (e.g., car troubles, temporary emergency) if those situational telework days are approved by their supervisor. Those situational telework days must be properly coded in the appropriate official timekeeping system as TELS.
- B. **Situational:** Telework arrangements where an employee is working at the alternative work site on an occasional, non-routine basis (work assignments, special projects, etc.), or during unscheduled events, including a weather or safety event that prevents reporting to the regular worksite. The employee or manager may use a situational basis to test the feasibility of the use of telework on a regular basis.

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- C. **Medical:** A limited arrangement used only for definitive periods of confinement, rehabilitation, and/or recuperation from a serious illness or injury and may be a full-time and/or part-time arrangement depending on the medical situation. This arrangement is appropriate for the employee's medical condition throughout the period and not on an intermittent or periodic basis.
1. A medical arrangement must be supported by acceptable documentation from the applicable medical service provider.
 2. The duration of a medical arrangement is determined by the specified period that the arrangement is in effect. It may be extended or reduced based on specific circumstance.
 3. A change in duty station is not required.
- D. There are certain circumstances where employees may be temporarily allowed to work at the alternate work site up to full-time. These circumstances may include:
1. Telework arrangements for reasonable accommodation (i.e., processed and authorized via the RA program) for persons with disabilities.
 2. Ill or injured employees who are able to perform duties in a home setting during recovery.
 3. Injured employees who are covered by the Federal Employees' Compensation Act (FECA) under the [Office of Workers Compensation Program](#) and Guidelines. BPA may identify work, subject to medical authorization, that can be performed during the 45 days of continuation of pay or during the period of compensation without time period restrictions, position classification considerations, or employee approval; and other reasons where it may be mutually beneficial to BPA and the employee for a business need.
 4. Temporary emergency situations (e.g., severe weather, natural disaster, public health crisis, etc.) that prevent an employee from regularly commuting to the official worksite.
- E. Telework arrangements require the employee to provide the physical address of the alternate worksite (residence, etc.)
- F. Management may direct an employee to report to the Official BPA Worksite or other location on a day, or part of a day, that the employee would otherwise telework. Notice of such direction should be given as far in advance as possible. The employee has no claim to telework on another day during the current pay period unless an alternative day during the pay period is approved; however, the supervisor will make every effort to establish a mutually agreeable adjustment in the employee's telework schedule.

5.4 Remote Work Arrangements

Remote work is a work arrangement in which the employee continually works from an approved remote worksite (usually the employee's residence) in the United States and is not expected to report to a BPA Worksite on a regular and recurring basis. Remote work is distinct from telework and results in a change in duty station to reflect the Official Remote

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Worksite.

- A. There are two categories of remote work arrangements, Remote (All US) and Remote (Restricted).
- B. The Official Remote Worksite is the location an employee on an approved remote work arrangement primarily works at on a recurring basis. For pay and other purposes, and in accordance with 5 CFR § 531.605, the employee's Official Remote Worksite must be documented on their Standard Form 50 (SF-50) as their Official Duty Station.
- C. Employees on remote work arrangements are not eligible for parking or transit subsidy benefits.
- D. Employees with a Remote Work Agreement on file will submit an Annual Remote Work Self-Certification annually to their manager and Remotework@bpa.gov for the purpose of verifying that the remote location has not changed. Failure to submit a new remote work agreement for approval and processing prior to moving may result in an overpayment or underpayment. Rates of basic pay, locality pay, and travel reimbursements will be based on the official duty station or location of the employee's alternate worksite. For pay and other purposes, and in accordance with 5 CFR 531.605, the employee's Official Remote Worksite must be documented on their Standard Form 50 (SF-50) as their Official Duty Station.
- E. Job Opportunity Announcements (JOA)/Vacancy Announcements (VA) may include remote work eligibility as a condition of federal employment if the position is eligible and the duties support a remote work arrangement, as determined by management.
 - 1. Job Opportunity Announcements (JOAs) must clearly explain when positions are eligible for telework or remote work opportunities.
 - 2. When remote work is probable, the JOA must identify whether the position is Remote (Restricted) or Remote (All-US). When the JOA is Remote (All-US), the Human Resources Service Center must clear Interagency Career Transition Assistance Plan (ICTAP) nationwide.
 - 3. Candidates selected for Telework Eligible or Remote (Restricted) positions that require them to relocate may, with supervisory approval, temporarily work from their current location for up to 3 months until they relocate to their Official Duty Station identified in the JOA. Due to extenuating employee circumstances, the supervisor may grant a longer timeframe to relocate typically not-to-exceed 6 months.
 - 4. Under this provision, the employee is placed on a Telework Agreement for the Official Duty Station as advertised in the JOA. In this case, the supervisor is authorizing an exception to the twice a pay period reporting requirement for the employee.
 - 5. Once the employee relocates, a new Telework Agreement may be needed if the frequency of the telework days changes. If the employee will be in a Remote (Restricted) position, a Remote Agreement must be put in place.
- F. For currently occupied positions, remote work may not be mandated as a condition of employment without a signed agreement from the employee and supervisor. If entering into

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a remote work agreement for the first time, a personnel action is required even if an employee is not relocating from their current residence. The personnel action must be processed through the BPA HR Service Center.

- G. Once a non-temporary remote work agreement is approved by all parties, the employee's ability to work remotely becomes a condition of employment for the position of record. Failing to maintain any condition of employment, including the ability to work remotely, may result in administrative action, including removal from federal service in accordance with appropriate due process procedures.
- H. Employees on remote work arrangements are not expected to report to a BPA worksite on a regular and recurring basis (e.g., every pay period), but may be required to do so with some regularity as determined by their supervisor (e.g., orientation, a few times a quarter, etc.) for work that cannot be performed remotely. Similarly, employees on remote work arrangements may occasionally be required to report to other non-BPA locations for work-related activities, such as training or field assignments.
- I. Travel Requirements and Reimbursement
 - 1. The proximity of travel from the employee's Official Remote Worksite determines whether an expense is reimbursed as a temporary duty (TDY) travel expense, as described in the Federal Travel Regulation (FTR) in [41 CFR Part 301-11](#).
 - 2. A remote employee who travels outside the Local Commuting Area (LCA) of their Official Remote Worksite to report to a BPA Worksite, or engage in other required work-related activities (e.g., training) is eligible for TDY and may be eligible for compensatory time off for travel, as well as per diem expenses (if the travel exceeds 12 hours) in accordance with the FTR. Travel authorizations are required for travel outside the LCA in accordance with [BPA Travel Manual](#).
 - 3. A remote employee who travels within the LCA of their Official Remote Worksite to report to a BPA Worksite is not eligible for TDY or local travel reimbursement, in accordance with the [BPA Travel Manual](#), nor are they eligible for compensatory time off for travel. Travel authorizations are not required for travel within the LCA in accordance with the [BPA Travel Manual](#).
 - 4. A remote employee who travels within the LCA of their Official Remote Worksite to engage in other work-related activities (e.g., training) is not eligible for TDY but may be eligible for local travel reimbursement. Such an employee is not eligible for compensatory time off for travel. Travel authorizations are not required for travel within the LCA in accordance with [BPA Travel Manual](#).
- J. Remote Work Arrangement Analysis. BPA executives, managers, and supervisors should conduct a formal and complete assessment of benefits and costs to determine if a remote agreement is mission-enabling and efficient.
 - 1. This review should include consideration of any impact on the mission needs of the organization and workgroup.

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2. It should also take into account the cost of any periodic travel to the BPA worksite, when the BPA Worksite would be outside the LCA of an employee's Official Remote Worksite, as well as the cost of travel to other locations where the employee is reasonably expected to travel from their Official Remote Worksite as compared to travel costs from the BPA Worksite.
 3. Managers may use the *Remote Work Arrangement Analysis Tool* to analyze the cost savings of a new or modified remote work arrangement to provide applicable business reasons for approving or denying remote work requests.
- K. When an employee enters into a remote work agreement and is subject to a management-directed reassignment for any reason, including diminishment of performance, and the employee chooses to separate instead of accepting the management-directed reassignment, the reassignment will not be considered involuntary; therefore will not include severance pay.

5.5 Domestic Employees Teleworking Overseas (DETO)

1. The Department's DETO Program is administered under PM #108, *Domestic Employees Teleworking Overseas*.
2. While "DETO" has telework in the acronym, a DETO Agreement is a temporary overseas remote work arrangement that allows federal employees to perform the duties of their domestic DOE-BPA position of record from an approved overseas location. A DETO Agreement is the required form to allow a DOE-BPA employee to work remotely in an approved overseas location.
3. The authority to work remotely overseas on a DETO Agreement is limited and subject to internal and external approvals from various stakeholders including final approval from the Department of State (DOS).
4. DETO Agreements are strictly voluntary for employees and at the discretion of the Departmental Element. Any associated expenses (e.g., relocation expenses) are the responsibility of the employee and are not funded by DOE-BPA. Management has the discretion to authorize, suspend, change, or cancel DETO Agreements when doing so is in the best interest of BPA. Department of State (DOS) must approve all requests to approve, suspend, change, extend, and cancel DETO Agreements.
5. All DETO Agreements must be approved by DOS prior to working remotely overseas. All DOE-BPA employees seeking a DETO Agreement must be vetted with NNSA's Office of International Operations, which will consult with the relevant DOS Regional Bureau Executive Office prior to submitting a request.
6. HC PM#108, Domestic Employees Teleworking Overseas provides implementing guidelines for authorizing DETO Agreements.

5.6 Official Worksite

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- A. The employee's designated "official duty station" will be reflected on the employee's SF-50. Rates of basic pay, locality pay, and travel reimbursements will be based on the official duty station or the location of the employee's alternate worksite. If the official duty station is changed to the alternate worksite, BPA HRSC must be contacted prior to processing the SF-50 when there is a change to the official worksite for remote work. (Note: Employees covered by a special salary schedule (SSR) no longer qualify for coverage, if the employee's designated official duty station is not specifically covered by the SSR schedule. Therefore, a change in duty station to a location not covered by SSR may result in a change in pay. When a change in pay occurs, the employee will be informed prior to the change)
- B. The official worksite for an employee covered by a telework agreement is the location of the regular worksite for the employee's position, i.e., the place where the employee would normally work absent a telework agreement, as long as the employee would normally be scheduled to report physically a minimum of twice each biweekly pay period, as established by OPM, on a regular and recurring basis to that regular worksite. Additional days are at BPA management discretion, e.g., three (3) days per pay period or the equivalent of 24-hours.
- C. In the case of a telework employee whose work location varies on a recurring basis, the Office of Personnel Management (OPM) indicates that the employee need not report at least twice each biweekly pay period to the regular worksite established by the BPA, as long as the employee is performing work within the same geographic area (established for the purpose of a given pay entitlement) as the employee's regular worksite ([5 CFR § 531.605\(d\)\(1\)](#)). For example, if a telework employee with a varying work location works at least twice each biweekly pay period on a regular and recurring basis in the same locality pay area in which the established official worksite is located, the employee need not report at least twice each biweekly pay period to that official worksite to maintain entitlement to the locality payment for that area.
- D. The official worksite for an employee covered by a telework agreement who is not scheduled to report at least twice each biweekly pay period, per OPM guidance, on a regular and recurring basis to the regular worksite is the location of the telework site, i.e., home, telework center, or other alternative worksite, except in certain temporary situations, consistent with [5 CFR § 531.605\(d\)\(2\)](#), when the employee:
 1. Is recovering from an injury or medical condition;
 2. Is affected by an emergency situation, which temporarily prevents the employee from commuting to the regular worksite;
 3. Is on temporary duty travel (TDY);
 4. Is on extended approved absence; or
 5. Is temporarily detailed to work at a location other than a location covered by the telework agreement.

In certain temporary situations, BPA may waive the requirement to report twice each biweekly pay period. This exception is intended to address certain situations where the employee is

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temporarily unable to report to the agency worksite for reasons beyond the employee's control. The temporary exception should generally be used only in cases where: (1) the employee is expected to return to work at the agency worksite in the near future, or (2) the employee is expected to continue teleworking and will be able to report to the agency worksite at least twice each bi-weekly pay period on a regular and recurring basis in the near future.

5.7 Official Use of Time/Certification of Work Hours

Employees are required to use telework or remote work time for official purposes only. Employees are required to report all time during telework or remote work by using the appropriate time reporting codes on their timesheet such as TELM (Medical), TELR (Regular), or TELS (Situational). Remote Work is recorded as time reporting code REG (Regular Hours). When the Remote Work employee reports to a BPA facility they will ensure to use the WABF (Remote Worker at BPA Facility) override reason code for that time. Managers must ensure that employees record all time and telework and remote work time appropriately.

5.8 Hours of Duty/Work Schedules:

- A. The existing rules on hours of duty that pertain to employees working at the BPA worksite also apply to telework and remote workers. Work performed after normal hours of duty (unless approved in advance by the supervisor) on a voluntary basis, while commuting to the official duty station, or while in travel status does not constitute telework or remote work.
- B. Time spent in a telework and remote work status is official duty time; employees are expected to perform BPA business only.
- C. Credit hours, compensatory time, overtime, etc., that are earned while in telework or remote work status are recorded just as if they were earned at the BPA location worksite. Employees in a telework arrangement are required to request approval for overtime and premium pay in the same manner they do at the BPA work site. Non-exempt employees covered under the Fair Labor Standards Act (FLSA) must request prior authorization to work overtime at any worksite, unless ordered to do so by the manager.

Telework and remote work schedules must meet the requirements of applicable HR Directive 410-6 and Desk Reference Guide, 410-06-03 for Hours of Duty and Credit Hours. Employees covered by a compressed work schedule (CWS) or other alternate work schedule established under the HR Directive must meet the requirement of the fixed schedule.

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5.9 Continuity of Operations (COOP) and Emergency Events

Managers are encouraged to plan and implement teleworking or remote work to the fullest extent possible within their workgroup to ensure continuity of operations.

- A. When BPA has activated business continuity teams this policy and the provisions of telework agreements are superseded by COOP plans and directions from those teams.
- B. When changes in the operating status of the federal government or a BPA facility or a COOP event impact the normal operations of the BPA Worksite/Official Reporting Worksite, it is expected that employees on telework and remote work agreements will perform work, including when an event occurs on a day an employee would normally report to a BPA worksite or official reporting worksite. See Section 5.11 regarding when excused absence may be granted.
- C. If there are factors present that prevent or impact an employee's ability to effectively perform their duties at home (e.g., care of children when schools or care facilities are closed due to weather or an emergency event), a teleworking/remote employee must account for work and non-work hours during their tour of duty and take appropriate leave (paid or unpaid) for time spent away from normal work-related activities.
- D. Certain employees may be required to report onsite during emergency situations to perform their official duties; such employees are ineligible for telework during emergencies.
- E. At least annually, supervisors must notify emergency-designated employees in writing of the requirement for them to report to the BPA Worksite or work from an alternative worksite when government operations are disrupted.
- F. If an employee's duties during an emergency event are different from their normal duties, supervisors should include a description of those duties with the employee's situational telework agreement.
- G. In the event of an emergency, employees in positions not eligible for telework may become eligible on a temporary basis. Similarly, an employee whose request to telework has been denied, suspended, or canceled may receive a temporary exception to telework during an emergency.
- H. Any employee designated as a member of their organization's Continuity Emergency Response Group will be required to have at least a situational telework agreement in place, in accordance with BPA Continuity of Operations policy and BPA Policy 260-1, Continuity of Operations and Emergency Management.
- I. An employee's Official Reporting Worksite/Official Remote Worksite does not change when the employee does not perform work at that site due to an emergency.
- J. If a teleworking or remote employee is forced to evacuate, they must report the new location (physical address) from which they are working to their supervisor.

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5.10 Performance Management

- A. Telework, remote work, and onsite employees must be treated equally for the purposes of work requirements, performance standards and expectations, periodic appraisals of job performance, training, awards, reassignment, promotion, reduction in grade, retention, and other personnel actions requiring management discretion.
- B. The supervisor's expectations of an employee's performance should be clearly addressed in the telework or remote work agreement and should be consistent with the performance plan. As with onsite personnel, employees must be held accountable for the results they are expected to produce during an alternate work arrangement.

5.11 Excused Absence

The authority for managers to grant excused absence at the alternate work site is the same as at the traditional worksite. However, when normal operations are interrupted by events beyond the control of managers or employees, excused absence is applied accordingly:

- A. If an employee experiences connectivity issues and is unable to work, the employee must inform their supervisor immediately and routinely try to reconnect to determine if the issue has been resolved.
 - 1. If the problem is due to BPA-related networking issues (e.g., Citrix, VPN problems), the employee's timecard should be coded as telework or remote work, as applicable, and work with the supervisor to consider any work assignments that can still be performed under the circumstances.
 - 2. If the problem is due to issues at the telework or remote worksite (e.g., home internet is down, a power outage occurs), the supervisor will consider all factors, including but not limited to, the nature of the circumstances, any work assignments that can still be performed under the circumstances, and whether leave, administrative leave, or another duty status is appropriate.
 - 3. If an employee expects to experience longer than normal connectivity issues (e.g., all day or several days) and requests administrative leave or WSL, the supervisor may request documentation of the disruption prior to approving the leave request. Depending on the situation (i.e., assuming it is safe to travel), attempts should be made to telework from an alternate location with connectivity prior to requesting administrative or WSL. Management is to consult with the BPA HRSC Employee Relations, before granting any excused absence. Management reserves the right to alter the work schedule to accommodate business needs and the employee may be asked to come into the office. If required to come into the office, the decision will ordinarily be based on the agency mission and business related needs, with a reasonable period of notice.
- B. Employees on approved telework or remote work agreements are not eligible for Weather and Safety Leave (WSL) in accordance with [5 CFR § 630.1605](#), unless there are extenuating circumstances preventing them from working from their alternative worksites.

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1. If there are unusual circumstances that prevent telework and remote work employees from working at their home or authorized location, managers may grant excused absence, but are required to consult with the BPA HRSC Employee Relations, before granting any excused absence. Such factors as the nature of the employee's interactions with the worksite affected by the dismissal or closure; the nature and severity of the emergency situation; the duration of the situation; and other circumstances should be considered in determining a reasonable amount of time.
 2. Delayed arrival excused absence is not granted to telework and remote workers as the employee must arrive at the work site (official duty station) to be granted the excused absence.
- C. Early dismissal excused absence (building closures, etc.), with the exception of early dismissal for holidays or from a higher authority (e.g., DOE, President, etc.), is not granted to telework and remote work employees already working from the alternate worksite as they can continue (and are expected) to work from the alternate worksite.
- D. Planning and integrating telework into a work group's operations will help protect BPA employees and ensure that BPA delivers on its business obligations in the event of a serious emergency situation or public health crisis.
- E. BPA employees who have been identified as key support staff for Business Continuity purposes should have adequate technological capacity in terms of equipment, software, remote access, and connectivity, and should adhere to BPA's telework and remote work guidance to the extent possible.
- F. Employees with approved telework and remote work agreements should plan to work during early dismissal or closures due to weather and other emergencies.

5.12 Equipment, Expenses, and Supplies

- A. Remote Network Access: Information Technology (IT) requires that employees connecting to BPA from any off-site location use a BPA-approved remote access method. For a current list of BPA-approved remote access methods, please see the IT Help/Remote Access web page.
- B. Government-Furnished Equipment (GFE): Telework and remote work arrangements are voluntary. BPA may issue approved mobile government-furnished equipment (GFE) based on business needs and/or office supplies necessary for employees conducting official business while in a telework and remote work status. See [Appendix A](#) for information regarding GFE.
1. Employees will work through their supervisor to request approved equipment (based on business needs) and remote access from the IT group, if needed.
 2. When GFE is used, it must be used and maintained in accordance with BPA policies, practices, and procedures and returned upon termination of a telework or remote work agreement. BPA is responsible for maintaining GFE records and is responsible for paying the cost of returning GFE, as appropriate.

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3. Employees requesting equipment in relation to a reasonable accommodation request, must use the RA process and procedure. Contact the BPA Local Reasonable Accommodation Coordinator for further assistance.
 4. BPA-licensed software will not be issued for use on personally-owned equipment. The IT Help Desk will provide support only for BPA-owned computer equipment.
 5. When required to use specific communication (e.g., cell phone) or IT equipment, BPA will provide the equipment.
 6. BPA will not provide duplicate GFE to an employee to equip multiple work sites, unless required by a reasonable accommodation.
- C. **Employee-Owned Equipment:** Employees may use personally owned computers to access BPA's myPC virtual desktop infrastructure. BPA assumes no responsibility for upgrading, maintenance, damage, or replacement of any employee-owned equipment used for telework purposes. BPA will not reimburse for any personal computing equipment, including but not limited to the purchase or acquisition of a personally-owned device, software licenses, maintenance, repairs, or accessories, or internet service provider charges.
- D. **Expenses and Costs:** BPA is not responsible for operating costs, home maintenance, insurance, utilities, internet access service and fees, and/or replacement or damage of privately-owned equipment (unless caused by BPA resources) used for telework or remote work purposes; or any other incidental expense not specifically and expressly authorized by their supervisor in writing prior to incurring such cost.
- With written manager approval, other costs that would be incurred by BPA regardless of the work site location may be paid by the employee's organization.
- E. **Office Supplies:** Employees are allowed to obtain typical supplies such as paper, pencils, paperclips, file folders, etc., from the traditional work site. Telework employees are typically responsible for the transportation of supplies. BPA will not normally compensate employees who purchase their own supplies.
- F. **Remote access to BPA is for work purposes only.** BPA limited personal use policies also apply to persons accessing BPA resources from remote locations. Improper personal use of BPA resources may result in termination of remote access capabilities and appropriate disciplinary action.
- G. **The employee's organization may supply non-IT equipment, such as telephone headsets and other necessary equipment, from the organization's budget.**
- H. **Telework and remote employees may use the features of the BPA voice mail system.** Employees must update their voicemail greeting to inform callers if they are available at another phone number. When teleworking or remotely working, you may forward your work phone to your BPA cell phone or personal telephone number.

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- I. BPA will not provide or maintain or pay for or reimburse for telecommunication services, such as internet access via a personal cell phone, DSL, cable modem, dial-up, etc. or home telephone expenses to support teleworking from a non-BPA work site.
- J. Tax Implications: State income taxes will continue to be withheld based on the employee's official duty station (Official Reporting Worksite) and not the alternate work site. Employees interested in possible tax deductions because of their work-at-home status should consult their tax advisors.

6. Processes & Procedures

6.1 Telework Arrangements:

- A. **New or Renewed Telework Agreements:** Telework agreements must be completed, reviewed, and approved prior to teleworking. Telework agreements are completed in HRMIS using Employee Self-Service (ESS) for telework (See [HRMIS Telework Quick Guide](#)). Renewed telework agreements must be completed after one year and each year thereafter. Renewed agreements will honor the most current telework guidance and a new trial period is not required.
- B. **Modifications:** Managers must discuss the reasons for all modifications with the employee and document the modifications on the telework agreement. Generally, an agreement may be modified for the following situations:
 1. An employee with an existing telework agreement that authorizes either “regular” or “situational” telework who has a need to telework for medical reasons must revise their existing telework agreement to reflect the basis for telework. If the nature of the employee’s request to modify the Telework agreement is for a medical condition which is minor (not severe) and is expected to last less than 6 months, requesting Reasonable Accommodation is not required. If the nature of the employee’s request to modify the Telework agreement is for a medical condition which is severe in nature, even if the request is for less than 6 months, the employee will follow Reasonable Accommodation procedures.
 2. If the employee is temporarily detailed to a new position, the employee may initiate a request for a new Telework agreement with the immediate manager for the detail position. When the employee returns to their original position of record the employee may submit a new telework agreement for management consideration.
 3. When a new manager assumes supervision of a group, all existing telework agreements in the group should be reviewed by the new manager. Managers may modify the existing telework agreement according to their expectations or business needs following a discussion with the employee.
 4. If an employee is on a regular telework agreement and is later placed on a situational telework agreement, the former regular telework agreement must be terminated.

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5. If an employee needs a medical telework arrangement, the former regular (or situational) telework agreement must be terminated, if one existed, and a medical telework agreement must be put in place. Once the medical telework agreement expires, a new regular (or situational) telework agreement must be put back in place.
- C. **Cancellation:** Managers and employees may cancel the telework agreement at any time. Managers must discuss the reasons for cancellation with the employee and document their reasons on the telework agreement. Generally, an agreement may be cancelled for the following situations:
1. Employees may cancel their agreement at any time by informing their manager in writing; or
 2. Managers, including new managers, may cancel the agreement at any time (after discussion with the employee) based upon changes in business/work needs, employee abuse of the privilege, or failure to meet the terms and conditions of the agreement and this desk reference. Such reasons shall be documented on the telework agreement and provided to the employee.
- D. **Disapproved requests:** When a telework request is denied, the manager is required to document the specific business reason(s) for disapproval of the telework agreement. Reasons for disapproval include:
1. The employee is ineligible;
 2. The employee has not met the requirements (see Section 5.1) for participation. Indicate which requirement(s) has/have not been met on the telework agreement; or
 3. Participation considerations could not be agreed upon. Indicate the participation consideration category(s) (work standards, duties, communication, or other) on the telework agreement.
- E. **Reasonable Accommodation:** An individual with a disability may request to telework as a reasonable accommodation under the Americans with Disabilities Act (ADA). Employees requesting telework as a reasonable accommodation should contact the Local Reasonable Accommodation Coordinator at ReasonableAccommodation@bpa.gov.

6.2 Remote Work Arrangements

Remote work arrangements cover two types of remote work: Remote (All US) and Remote (Restricted). Remote (Restricted) can be approved on a permanent or non-permanent (temporary time-limited) basis. Temporary Remote (Restricted) agreements may be used as a trial period (normally no less than 13 pay periods) or time-limited basis.

- A. Employees in positions designated by management to be eligible for remote work may submit a request to remote work to their immediate supervisor by completing the Automated Remote Work Agreement in HRMIS. If the remote work agreement is temporary, the employee must select Temporary for the Remote Work Reason on the agreement and an end date must be provided. Temporary remote work arrangements

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cannot exceed one year in duration unless an extension is granted in writing by the supervisor

1. Remote (Restricted) permanent and non-permanent (temporary) category agreements require coordination and approval by the supervisor and are subject to higher-level approval at the appropriate level prior to entering into a Remote Work (Restricted) agreement.
 2. Remote (All US) permanent or non-permanent (temporary) remote work agreements require prior coordination and approval by the supervisor and are subject to higher level approval at the appropriate level prior to entering into a Remote Work (All US) agreement.
 3. The effective date of a remote work agreement must be the beginning of the bi-weekly pay period.
- B. Management cancellation or modification of non-temporary remote work agreements:
1. Management has the right to terminate or modify remote work agreements in writing at any time due to business necessity (e.g., increased cost, changing organizational/business needs, workforce reshaping, position abolishment, transfer of function, other reasons unrelated to employee conduct or performance) with reasonable notice (30 days minimum).
 2. If an employee's Official Remote Worksite is within the LCA of an appropriate BPA worksite, they may be given a management-directed reassignment to a position at the same grade and pay at the BPA worksite. In such cases, employees must be given 30 days advance notice or a period required by the applicable collective bargaining agreement, whichever is greater.
 3. If an employee's Official Remote Worksite is not within the LCA of an appropriate BPA worksite, they may be given a management-directed reassignment to a position at the same grade and pay at the BPA worksite. In such cases, employees must be given 60 days advance notice or notice required by applicable CBA, whichever is greater, and any relocation costs will be the responsibility of BPA, in accordance with the FTR and applicable BPA-DOE policies.
 4. If there is no suitable position available, or if the employee declines the position offered or the offer to move to the BPA worksite, management will propose the employee's removal for failure to accept a management-directed reassignment. The proposed removal will be consistent with applicable regulations, policies, and CBAs, and the employee will be entitled to transition assistance in accordance with DOE-BPA Reemployment Priority List, and DOE's Career Transition Assistance Plan (CTAP).
- C. BPA termination or modification of remote work agreement (non-temporary)
1. A manager or supervisor cannot automatically terminate or modify remote work agreements based on employee performance or conduct issues.

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2. In the event of performance or conduct issues, supervisors should adhere to the requirements of DOE Order 331.1D (with BPA Supplement) Employee Performance Management, and DOE Order 333.1 Administering Work Force Discipline.
 3. Unacceptable performance, misconduct, or the failure to protect government records and/or sensitive information may result in disciplinary action, suspension, or removal from federal service, or the revocation of access to government systems.
 4. If it is determined a remote work agreement needs to be terminated/modified to address performance or conduct issues, any associated expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by BPA.
 5. Any “Change in Duty Station” personnel action can result in the employee being assigned to a new competitive area for the purposes of reduction in force (RIF) or transfer of function procedures. The employee will be assigned to a new competitive area based on their tier-one organization (sub-agency) and its geographical component.
- D. Employee requests to establish, modify, or terminate a remote work arrangement.
1. If an employee requests to establish, modify, or terminate a remote work arrangement, including temporary remote work arrangements, any associated expenses (e.g., relocation expenses) will be the responsibility of the employee and may not be funded by BPA.
 2. If an employee would like to terminate a remote work agreement, they must obtain approval from their supervisor, and any other internal approval established by BPA, at least 60 days in advance, and notify BPA HRSC at least two pay periods in advance that a “Change in Duty Station” personnel action is required.
 3. When a remote work agreement is terminated at the employee’s request and office space is available at an appropriate BPA Worksite, the employee will return to the worksite. If office space is unavailable at the BPA Worksite, termination of the remote work agreement may be delayed until the appropriate physical work arrangements are made available.
 4. Employees are responsible for any follow-on actions resulting from a change in the Official Remote Worksite, as outlined in the remote work agreement.
 5. If an employee wants to change their Official Remote Worksite and such change will result in a change in locality pay, the employee must obtain approval from their supervisor, as well as any additional internal approval procedures established by BPA, and notify BPA HRSC at least 60 days in advance of the proposed date of the change that a “Change in Duty Station” personnel action is required.
 6. The employee’s pay, taxes, benefits, and entitlements are determined based on their Official Remote Worksite and such change may result in a loss of monetary benefit or an increase in costs for BPA.

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7. Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee's request to move. Supervisors must consult with BPA HRSC Employee Relations prior to denying such a request.
 8. If approved, a new remote work agreement must be signed by all parties prior to moving and effecting the associated personnel action. The employee is not authorized to move without the supervisor's written approval in the agreement. Failure to do so may result in disciplinary action.
- E. If an employee on a Remote (Restricted) agreement wants to change their Official Remote Worksite, and that change does not modify the locality pay but results in the employee no longer being within the LCA of the BPA Worksite the employee must obtain approval from their supervisor, as well as any additional internal approval procedures established by BPA organizations, at least 60 days in advance of the proposed date of the change, and notify BPA HRSC at least two pay periods in advance that a "Change in Duty Station" personnel action is required.
1. The change in the employee's Official Remote Worksite may result in an increase in travel costs for BPA if the employee moves outside of the LCA of the BPA Worksite.
 2. Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee's request to relocate. Supervisors must consult with BPA HRSC Employee Relations prior to denying a request.
 3. If approved, a new remote work agreement must be signed by all parties prior to relocation and effecting the associated personnel action. The employee is not authorized to move without the supervisor's written approval in the remote work agreement. Failure to do so may result in disciplinary action, up to and including removal from federal service.
 4. Changing an address even if the move does not result in a change of city, county, or state is a change to the Official Remote Worksite and requires a new remote work agreement.
 5. Changes in counties require an update to an employee's Official Remote Worksite (via SF-50) even if locality pay does not change.
- F. Temporary Remote Work Arrangement: If an employee would like to establish a temporary remote work arrangement for personal reasons, the employee must obtain approval from their supervisor, as well as any additional internal approval procedures (e.g., higher level manager approval), at least 60 days in advance of the start of the arrangement, or as soon as practicable if due to an emergency. Temporary remote work arrangements can also be used as a trial period prior to entering into a permanent remote work agreement.
1. Temporary remote work arrangements cannot exceed one year in duration unless an extension is granted in writing by the supervisor.
 2. For the duration of the temporary remote work arrangement, the employee's official duty station on their SF-50 must be changed to reflect their Official Remote Worksite.

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This change may result in a loss of monetary benefit in some cases or an increase in costs for BPA.

3. The official duty station will revert to the original BPA worksite of the employee's position of record at the expiration of the temporary remote work arrangement.
 4. An employee's work duties and responsibilities may not normally be adjusted for the duration of the temporary arrangement to support remote work. Subject to mission requirements, adjustments in duties and responsibilities may be considered for special circumstances (e.g., care for a family member).
 5. Supervisors have 30 calendar days to approve or deny an employee's request to enter into a temporary remote work arrangement. Supervisors must consult with BPA HRSC Employee Relations prior to denying such a request.
 6. If approved, a remote work agreement and a Temporary Remote Work Addendum must be signed by all parties prior to moving and effecting the associated personnel action. The employee is not authorized to move without the supervisor's written approval in the agreement. Failure to do so may result in disciplinary action, up to and including removal from federal service.
- G. Competitive areas for employees on remote work arrangements will reflect the city and state of the employee's reporting organization (e.g., an employee lives in Seattle, Washington, but reports to Vancouver, Washington, will be assigned to the Vancouver/Portland competitive area).
- H. Temporary Change in Position: In the event an employee transfers into a different position (temporary promotion, etc.), the employee must request and receive a remote work authorization and temporary remote work addendum for the new position, regardless of whether the transfer is within the same department or to a different organization. Approval is contingent upon eligibility for the new position.

6.3 Remote Work Agreement Processing

Remote Work agreements typically require the processing of a personnel action (SF-50) for a change in duty station by BPA's HRSC.

- A. The manager and supervisor are responsible for completing any organizational approval requirements (e.g., higher level management consultation and approval) prior to submittal of a request for a change in duty station resulting from a remote work agreement.
- B. The supervisor of the employee is responsible for initiating the request for personnel action for a change in duty station (management- or employee-initiated request for modification or cancellation) in accordance with the process to request a personnel action.
- C. BPA HRSC is responsible for notifying payroll, if a change in duty station will result in a new duty station location code. When a new duty station is established via remote work agreement, the establishment of an effective date is contingent upon BPA payroll completion

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of necessary actions in payroll systems. Effective dates may only be established at the beginning of a bi-weekly pay period.

7. Performance & Monitoring

- A. In compliance with the Telework Act of 2010, OPM requires federal agencies to provide “real time” data collection for telework for eligibility and participation. BPA’s Human Resources and Payroll offices established bi-weekly telework data feeds within their systems to track and report eligibility and participation (use of time reporting codes) on a bi-weekly basis that began in the pay period 2012-06.

DOE’s Telework Managing Officer provides agencies with an annual participation goal and requires the quarterly reports, provided by BPA’s Telework Coordinator. These reports reflect the number of instances and hours as reported by the use of the time reporting codes used for teleworking. DOE incorporates all data received from DOE agencies to report quarterly to OPM. The TMO also reports quarterly the status of meeting the DOE participation goal. To date, per DOE, no government measure has been established to require or measure productivity and telework.

- B. Record Retention: Review telework agreements annually and destroy superseded documents. Destroy remaining documents 1 year after employee separation or transfer.

8. Authorities & References

- A. [BPA HR Directive 410-06](#): Employee Leave, Work Schedules, and Telework
- B. Public Law 106-346, §359, 2000
- C. Public Law 111-292, “Telework Enhancement Act of 2010”
- D. [5 U.S.C. §6502](#) (Executive Agencies Telework Requirement)
- E. 41 CFR 300-304 (Federal Travel Regulation System)
- F. [5 C.F.R. 531.605](#) (Official Worksite)
- G. OPM Guidance on the Telework Enhancement Act of 2010, December 2010
- H. OPM Guide to Telework and Remote Work in the Federal Government, November 2021
- I. [DOE O 333.1](#) Administering Work Force Discipline, Adverse and Performance Based Actions, or successor
- J. [DOE O 331.1D](#) (with BPA Supplement) and BPA HR DRG Performance Management
- K. [DOE O 314.1A](#) Telework and Remote Work Program
- L. [DOE Policy Memorandum #13A](#) Reemployment Priority List, or successor
- M. [DOE Policy Memorandum #82](#) Weather and Safety Leave, or successor

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- N. [DOE Policy Memorandum #100B](#), Reasonable Accommodation
- O. [DOE Policy Memorandum #106B](#) Department of Energy’s Telework/Remote Work Program, or successor
- P. [DOE Policy Memorandum #108](#) Domestic Employees Teleworking Overseas, or successor
- Q. American Federation of Government Employees, Local 928 Collective Bargaining Agreement
- R. Professional Division of Laborers’ International Union, Local 335, Collective Bargaining Agreement
- S. Information and Governance and Lifecycle Management Regulations
- T. Related HR Desk References:
 - 1. [410-06-01](#): Leave Administration
 - 2. [410-06-02](#): Hours of Duty and Credit Hours

9. Contacts

For information on Telework, contact the TeleworkCoordinator@bpa.gov mailbox or visit the web page at [BPA Telework and Remote Work Program](#).

10. Revision History

Version Number	Issue Date	Brief Description of Change or Review
1.0	4/18/2016	Initial issuance.
2.0	9/28/2022	Complete revision to adopt Policy Memorandum #106 Telework and Remote Work. Incorporate Remote Work.
3.0	07/10/2024	Complete revision to adopt DOE O 314.1A and PM #106B.
3.1	02/28/2025	DEI review – Modify Section 1 and minor edit to correct format.

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Appendix A – BPA Equipment Telework and Remote Work Arrangements

Type Arrangement	Arrangement	Access and Equipment (Options) ^{1, 3, 4}
Telework (REG)	2 days or more	<ul style="list-style-type: none"> Employee accesses BPA's VDI/myPC using personally-owned device or equipment; or If an employee has been issued mobile GFE, the mobile device may be used for remote access during telework. BPA IT determines appropriate device to provide for use at the employee's official duty station based on business needs and consistent with IT policies.
Telework (Situational)	Ad hoc	<ul style="list-style-type: none"> Employee accesses BPA's VDI/myPC using personally-owned device or equipment; or If an employee has been issued mobile GFE, the mobile device may be used for remote access during telework. BPA IT determines the appropriate device to provide for use at the employee's official duty station based on business needs and consistent with IT policies.
Remote (All US)	Permanent	<ul style="list-style-type: none"> BPA supplies IT equipment. BPA determines the device to provide for remote access with the standard package.² Employee responsible for furniture, equipment, access, etc.
	Non-permanent (temporary)	<ul style="list-style-type: none"> Employee accesses BPA's VDI/myPC using personally-owned device or equipment; or Request IT group provide a device (aka, thin client, thick client, etc.) for remote access. BPA IT determines the device to provide for use at the employee's official duty station based on business needs and consistent with IT policies.
Remote (Restricted)	Permanent	<ul style="list-style-type: none"> Employee accesses BPA's VDI/myPC using personally own device or equipment; or Request IT group provide a device (aka, thin client, thick client, etc.) for remote access. BPA IT determines the device to provide for use at the employees official dutystation based on business needs and consistent with IT policies.
	Non-permanent (Temporary)	<ul style="list-style-type: none"> Employee accesses BPA's VDI/myPC using personally-owned device or equipment; or If an employee has been issued mobile GFE, the mobile device may be used for remote access. BPA IT determines appropriate device to provide for use at the employee's official duty station based on business needs and consistent with IT policies.

¹BPA IT determines the device to provide (aka, thin client, thick client, etc.) for use by employees.

²Standard Package: BPA cell phone; remote access device; 2 monitors, keyboard, and mouse.

³Equipment assigned for RA is authorized and approved via the RA authority and procedures.

⁴BPA will not reimburse for any personal computing equipment, including but not limited to: purchase or acquisition of a personally-owned device, software licenses, maintenance, repairs, or accessories, or internet service provider charges.

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