

**THE COLLECTIVE BARGAINING
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**U.S. Nuclear Regulatory Commission and
National Treasury Employees Union**

**COLLECTIVE
BARGAINING
AGREEMENT**

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PREAMBLE

The Nuclear Regulatory Commission, hereinafter referred to as the “EMPLOYER” and the National Treasury Employees Union hereinafter referred to as the “UNION” or “NTEU,” and Chapter 208, recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlement of disputes between employees and employers involving conditions of employment; and

The Employer and the Union recognize that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government; and

The Employer and the Union recognize every intention to deal with each other in good faith, honesty, and mutual respect. This cooperation promotes both the efficiency of the Employer’s operation and the well-being of its employees; and

The Employer and the Union agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices; and

The Employer and the Union hereby further agree as follows:

Article 7

Telework

7.1 GENERAL

This Article pertains to the implementation of a Telework Program whereby participants are allowed to work at home or at other approved offsite locations, including other NRC facilities not associated with an employee's position of record. For the purposes of this Article the terms "telework" and "telecommuting" can be used interchangeably, and can include "work- at-home."

NRC and NTEU jointly recognize the benefits of the Telework Program which can, among other things, provide the opportunity to enhance workplace efficiency, increase employee morale, and reduce traffic congestion. In recognizing these benefits, both parties acknowledge the need of the Commission to accomplish its mission.

Participants in the Telework Program will receive the same treatment as non-participants for the purposes of performance evaluations, training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees, work requirements, and other acts involving managerial discretion. While teleworking, all workplace policies remain in place, including start/end times, rules regarding time and attendance, and employee expectations concerning performance and conduct.

7.2 MANAGEMENT DISCRETION

Telework is subject to approval by management and is not an employee entitlement. Approval or denial of an employee's request to telework will be based on telework not diminishing the employee's performance or agency operations, applicable law, regulation, and the provisions of this Article.

Management has the discretion in deciding whether a particular position or class of positions is appropriate for the Telework Program based on the content of the work, consistent with the criteria set forth in this Article.

Although an employee may request a particular day(s) and/or time to telework, NRC management has final approval.

7.3 TYPES OF TELEWORK

The following telework schedules are available:

- 7.3.1 Fixed – a recurring telework arrangement with a fixed schedule that designates the day(s) and hours each pay period in which work will be performed at the employee's home or approved offsite location, including other NRC facilities not associated with an employee's position of record. A request for approval of a fixed telework schedule shall be submitted to the first line supervisor.
- 7.3.2 Project-based – short-term telework, when an employee's work assignments, or a portion thereof, can be performed remotely for a short period of time. The duration of an approved project-based telework arrangement can be measured in terms of hours or a few days.
 - 7.3.2.1 A request for project-based telework shall be submitted to the first-line supervisor.
 - 7.3.2.2 The employee must request and receive management's approval for each project-based telework occurrence. The supervisor must document each specific project-based telework arrangement.
- 7.3.3 Special Circumstances – a non-permanent telework arrangement for a relatively short period of time due to personal incapacitation or a personal hardship.
- 7.3.4 Continuity of Operations (COOP) – telework performed to ensure that the Agency can continue to perform critical functions during a wide range of emergencies, including but not

limited to, acts of nature, accidents, and technological or attack-related emergencies.

7.4 ELIGIBILITY

- 7.4.1 Any employee, on any work schedule, including a part-time employee and phased retirement participants, may request a telework arrangement under any of the above listed types of telework. Subject to the provisions set forth in Section 7.2, an employee will be eligible for a telework arrangement if:
- 7.4.1.1 They have sufficient duties that are portable that can be effectively performed outside of the traditional office setting (e.g., face-to-face contact with others that is predictable or can be managed through other means of communications and access to necessary materials is readily available through alternative means that will not violate any law, regulation, or policy). While an employee's position may not have sufficient portable duties to provide eligibility to telework regularly on a fixed schedule, the employee may still have portable duties associated with a particular assignment that would be eligible for project-based telework (e.g., on-line mandatory training).
- An employee who routinely or regularly deals with classified, confidential, or sensitive documents or data or information that is not available from home (e.g., personnel and/or payroll records, non-public (NRC restricted) information, or information protected from unauthorized disclosure by the Privacy Act of 1974 and its implementing regulations) must be authorized to remove such documents from an NRC facility or have sufficient other work to justify the requested telework schedule.
- 7.4.1.2 The employee's absence from the work site does not unduly interfere with the efficient operation of the organization, or the employee does not require frequent face-to-face interaction with supervisors, coworkers and/or others, or use of specialized equipment.
- 7.4.1.3 The employee's latest rating of record in all critical elements is "fully successful" or better, and the employee has demonstrated and maintained acceptable work habits, conduct, and adherence to agency policies. Failure in any of these areas must have been documented in writing prior to the date of the employee's telework request to justify denial.
- 7.4.2 In accordance with the provisions of Public Law 111-292 (otherwise known as the Telework Enhancement Act of 2010), an employee is not eligible to telework under any circumstances if they have been officially disciplined (i.e., a warning, reprimand, or suspension):
- 7.4.2.1 For being absent without leave (AWOL) for more than 5 days in any calendar year; or
- 7.4.2.2 For violation of Subpart G of the Standards of 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 government duties.
- 7.4.3 Telework may not be used for dependent or childcare. However, merely having a child or dependent in the home with the teleworker is not a sufficient reason to deny a telework request. A teleworker must continue to make arrangements for child or dependent care to the same extent as if they were working at the traditional office. If a situation arises where the employee must attend to a dependent at the alternative worksite during scheduled duty hours, the employee shall immediately notify the supervisor and arrange to take leave, credit hours, or make

other arrangements. If an employee uses telework to provide for dependent or childcare, they will be ineligible for telework until such time as arrangements for care are made.

7.5 TRAINING

All employees are required to complete training to participate in the Telework Program.

7.6 REQUEST TO PARTICIPATE IN THE TELEWORK PROGRAM

- 7.6.1 An employee requesting a project-based, fixed schedule or special circumstances telework arrangement must submit a signed telework request.
- 7.6.2 The employee may also submit a request for telework as a reasonable accommodation directly to the Agency Reasonable Accommodation Coordinator.
- 7.6.3 The employee must submit a new telework request when either of the following occurs:
 - 7.6.3.1 the employee is promoted, reassigned, detailed to a different position, or goes on a rotation to a different position; or
 - 7.6.3.2 the employee wishes to make any change to the telework agreement, such as the number of days or hours of telework, the location of the alternative worksite, etc.
- 7.6.4 The Agency will review telework agreements for accuracy as needed.

7.7 RESPONSES TO REQUESTS TO PARTICIPATE IN THE TELEWORK PROGRAM

The employee's request will be reviewed and discussed with the employee. In deciding whether to grant or deny a request, the applicable official will consider the factors set forth in Sections 7.2 and 7.4 of this Article.

Requests to participate in the fixed and special circumstances Telework Program will normally be reviewed and responded to within fifteen (15) workdays of the request. Requests for more than three (3) days of fixed telework per week, including full-time telework requests, will normally be reviewed and responded to within thirty (30) workdays, unless the request is to telework from an international location.

7.7.1 Approvals of Requests for Telework

The telework agreement forms document the terms and conditions of participation in the program. The agreement must be signed by both parties and approved in accordance with the provisions of this Article prior to the start of the telework arrangement.

Employees approved for telework must agree to abide by the terms of the telework agreement and agency drug testing policy, complete an offsite safety checklist and complete an information security checklist.

7.7.2 Denials of Requests for Telework

- 7.7.2.1 If a request to participate in the Telework Program is denied, within ten (10) days of the denial, the employee will be provided an explanation in writing for the denial, specifying the reason(s) for the denial, specifically identifying which of the criteria set forth in Section 7.4 the employee has failed to meet.
- 7.7.2.2 The management official's final decision is grievable in accordance with Article 46, Grievance Procedures.
- 7.7.2.3 Upon request submitted to the Chief, Policy and Labor Employee Relations Branch, the Agency will provide the Union a copy of the management official's final decision as described in 7.7.2.2.

- 7.7.2.4 In the event management determines that a class of positions may not participate in the Telework Program, it will first provide NTEU with written notice and upon request, meet to discuss its rationale. Upon request, the Agency will provide a written explanation to the Union for excluding a class of positions from telework eligibility.

7.8 MODIFICATION OR TEMPORARY SUSPENSION OF THE AGREEMENT

A supervisor may modify or temporarily suspend, for a specified period of time, a telework arrangement. Management retains the right to make decisions to modify or temporarily suspend a Telework arrangement on a case-by-case basis and based on business needs. Where a telework schedule is modified or temporarily suspended, advance written notice will be provided where practicable. Supervisors and employees should work together to find a mutually acceptable alternative telework schedule where possible. Such modifications or temporary suspensions are expected to be short in duration and infrequent.

7.9 TERMINATION OF THE AGREEMENT

- 7.9.1 A supervisor may terminate the employee's telework arrangement if:
- 7.9.1.1 the employee fails to adhere to any of the provisions of the telework agreement;
 - 7.9.1.2 the employee's performance in any critical element falls below a rating of Fully Successful;
 - 7.9.1.3 Appropriate work is no longer available, or a specific project has been completed;
 - 7.9.1.4 Office coverage requirements are not being met;
 - 7.9.1.5 The employee fails to truthfully report his or her time worked;
 - 7.9.1.6 The employee misuses government equipment;7.2.2.
 - 7.9.1.7 The employee refuses to use an agency specified electronic means of communication (e.g. email, Microsoft Teams, etc.) while teleworking; or
 - 7.9.1.8 The employee fails to meet any of the telework eligibility requirements outlined in 7.4 above.
- 7.9.2 Participation may be terminated by the employee at any time. In order to terminate their telework agreement, the employee must inform their supervisor of the discontinuation.
- 7.9.3 If an employee's performance falls below Fully Successful in any critical element, the employee's telework will be terminated after the employee is provided the memorandum required under Article 25.9.4 or Article 25.10.
- 7.9.4 If a Telework arrangement is terminated, the management official's final decision is grievable in accordance with Article 46, Grievance Procedures.
- 7.9.5 Employees may reapply for telework 90 days after the decision to terminate participation.

7.10 FULL-TIME TELEWORK

- 7.10.1 Any employee who meets the criteria listed in Section 7.4 may request a full-time telework schedule. To be approved, the employee must have duties that are 100% portable. Management has the sole discretion to determine whether duties are 100% portable and to approve or deny such request. Management also has the discretion to terminate the full-time telework agreement if the work is no longer 100% portable or for any reason described above. Management will not deny such requests in an arbitrary or capricious manner. In the event the agreement is terminated, the employee is responsible for all costs associated with returning to the original official duty station. The supervisor will provide written notice of termination, and the employee will normally have at least 30 but not less than 15 days to report to the original official duty station. An employee may request in writing additional time to report to the official

duty station. The supervisor will consider any such request on a case-by-case basis.

- 7.10.2 The official duty station for an employee with a telework agreement who is not scheduled to report at least twice per pay period to the NRC facility associated with their position of record is the location of the telework site. The official duty station will be used to determine employee pay, locality pay, and official travel funding responsibilities and will be documented in the employee's Official Personnel Folder. Any relocation costs associated with moving are the sole responsibility of the employee.
- 7.10.3 If the NRC office associated with their position of record and the alternative worksite are within a reasonable commuting distance, then travel between the NRC office and the alternative worksite is considered local travel, and there is no travel reimbursement for travel expenses.
- 7.10.4 A request for full-time telework at a location outside of the United States is subject to U.S. Department of State approval and if the Department of State approves, such approval may take several months to procure. An employee requesting such a telework arrangement will not be able to begin to telework internationally until the State Department approval has been procured.

7.11 SPECIAL CIRCUMSTANCES WORK AT HOME

- 7.11.1 All special circumstances work at home arrangements require a telework agreement and well-documented evidence and may be subject to review by an independent expert on behalf of the NRC. 7.11.2. Medical documentation must include the number of hours and/or days an employee would be capable of working during the workday/pay period and the duration of the situation or circumstance giving rise to the work at home request.
- 7.11.2 All special circumstances work at home plans are non-permanent arrangements for relatively short periods of time. There is no minimum period for which a plan can be approved.
- 7.11.3 Generally, work at home arrangements will be approved for the duration of the special circumstance, which should not be a period exceeding six (6) months. Determinations regarding the duration of all work at home plans will be made on a case-by-case basis. In unusual circumstances where the need continues beyond 6 months, an employee may request an extension. The request for an extension must be accompanied by medical or other relevant documentation to support the extension.
- 7.11.4 All special circumstances work at home requests, including extensions, must be submitted to the first-line supervisor and be approved prior to the start of the arrangement or extension. If an employee with a disability requests special circumstances telework to enable him or her to perform the essential functions of his or her position, this is a request for reasonable accommodation that may also be submitted to the Agency Reasonable Accommodation Coordinator.

7.12 PERFORMANCE OF WORK

- 7.12.1 Performance requirements for teleworking employees are the same as those for non-teleworking employees. When an employee participates in telework, expectations related to accountability do not differ by virtue of the telework arrangement. Nothing in this Article shall affect management's right to assign work or make reasonable requests to ascertain the status of work assignments.
- 7.12.2 A teleworking employee must be available at a specified alternative worksite to supervisors, co-workers, and the public by telephone, voicemail, email, other electronic communication or conferencing systems, as specified by the Agency, and other communications mediums during their regularly scheduled hours of work. An employee will not be subject to enhanced electronic tracking or surveillance solely because they are teleworking. This provision does not apply to the OIG or security-related activities of the Agency.

- 7.12.3 Time spent teleworking must be accounted for and reported in the same manner as if the employee reported for duty at the NRC worksite. Normal procedures regarding the requesting and approval of overtime, credit hours, leave, and other paid time off apply when an employee is teleworking.

7.13 TECHNOLOGY, EQUIPMENT, AND SUPPLIES

- 7.13.1 The employee will be responsible for all home maintenance, operating costs, insurance, or any other costs (e.g., utilities, internet service) associated with the use of an alternative worksite. The Agency will provide the IT equipment determined necessary by the Agency for participating employees to perform their assigned duties. An employee is not prevented from supplementing Agency equipment with the employee's personally owned equipment, in accordance with NRC's applicable guidance, policy, and procedure regarding use of personal devices (such as keyboards, headphones, monitors or mice). Employees wishing to utilize basic agency office supplies, such as paper and pens, that would otherwise be provided in the NRC supply room may retrieve such items from the supply room for use while teleworking. The Agency will not deliver to employees or reimburse employees for the cost of office supplies.
- 7.13.2 The teleworking employee must comply with all applicable information technology and information management law, rules, regulations, and NRC policies, guidance and processes concerning information technology and information management.

7.14 TELEWORK IN CONTINUITY OF OPERATIONS AND OTHER WEATHER OR EMERGENCY CONDITIONS

Agency closures due to weather, road conditions, or other emergency conditions do not normally affect an employee's ability to telework. Therefore, all employees with an approved telework agreement are expected to work their normal tour of duty by teleworking on those days when the government has unscheduled leave/unscheduled telework, delayed arrival, early dismissal, or Federal offices are closed to the public. All such employees will not normally be granted weather and safety leave. If an emergency occurs at the telework site that impacts an employee's ability to perform official duties, the employee will notify their supervisor as soon as practicable. The supervisor may direct the employee to another work site, grant weather and safety leave, or allow the employee to request appropriate leave, e.g., annual leave or LWOP.

Telework is a vital part of the NRC's COOP plan. When the agency is operating under COOP, the COOP Plan will supersede the telework policy.

7.15 REPORTS

The Union will be provided with a copy of any OCHCO reports or data regarding telework participation provided to any other government entity (e.g., OPM, OMB, GSA, or Congress). However, internal NRC reports that are management advice and guidance are not covered by this section.