Side-Agreement on Telework

between

the Library of Congress and

the Congressional Research Employees Association (CREA)

March 16, 2022
Table of Contents

A. Purpose and Scope ................................................................................................................. 3
B. Policy ..................................................................................................................................... 3
C. Definitions .............................................................................................................................. 4
D. Employee Eligibility, Band of Hours, and Work Suitability ................................................. 4
E. Responsibilities ...................................................................................................................... 5
F. Telework Arrangements (Regular and Situational); Credit Hours during Telework; Reconsideration Process ........................................................................................................ 9
G. Application and Approval Process ....................................................................................... 10
H. Temporary Suspension of Telework ..................................................................................... 11
I. Modification of the Telework Arrangement ......................................................................... 11
J. Termination of or Withdrawal from the Telework Arrangement ........................................ 12
K. Telework Information ......................................................................................................... 13
L. Compensation, Leave, Attendance, and Emergency Situations ........................................ 13
M. Equipment, Funding, and Security ..................................................................................... 13
N. Grievability .......................................................................................................................... 14
O. Resolving Concerns ............................................................................................................. 15
P. Modifications to the Side-Agreement .................................................................................. 15
Q. Effective Date and Duration Provision ................................................................................ 15
A. **Purpose and Scope**

1. The purpose of this side-agreement is to set forth the policies and procedures under which bargaining unit employees may be permitted to telework. Offsite work on an episodic basis on specific projects/work assignments is covered under the provisions of Article XXV [Flexible Work Schedules], Section 25, of the Collective Bargaining Agreement (CBA). Requests for telework as a reasonable accommodation and/or associated assistive devices are made using the process in Library of Congress Regulation 9-121, *Americans with Disabilities Act Policy*.

2. Rule of Construction: To the extent any provision of this Side Agreement on Telework conflicts with Art. 25, Secs. 25 or 26 of the CBA, the Side Agreement controls.

B. **Policy**

1. Congressional Research Service (CRS or Service) staff members shall normally perform their regular work-related duties at their assigned duty stations within CRS or at an approved off-site location (hereinafter telework location).

2. CRS management and CREA recognize the mutual benefits of a telework program to CRS and to the bargaining unit. Telework is intended to enhance flexibility in meeting the mission and goals of CRS and to:
   a. Improve the recruitment and retention of productive employees;
   b. Reduce stress on building security by reducing the flow of people needing access to Library buildings;
   c. Better ensure the smooth continuity of operations;
   d. Provide societal benefits, such as reduced traffic congestion, decreased energy consumption and pollution, minimized risk of disease transmission including during public health emergencies, and improved road safety;
   e. Improve employee morale, flexibility, job satisfaction, and reduce absenteeism; and
   f. Offer a work environment that provides workplace flexibility.

3. It is the policy of CRS that:
   a. Telework is an employee and management flexibility granted at the discretion of the Director or designee.
b. In making determinations pursuant to this agreement, the Director (or designee) will strive to ensure that all of its provisions are fairly and equitably administered throughout the Service.

c. Employee participation in telework is voluntary except under specifically designated emergency situations, continuity of operations, and enforced absence under Library of Congress regulation 9-1070.

C. Definitions

1. “Director” refers to the CRS Director or the Director’s designee.

2. "Telework" is defined as the performance of the official duties at an approved location other than the assigned CRS duty station (for example, home or another approved location).

3. "Employee" refers to all CREA bargaining unit employees.

4. "Assigned CRS duty station" is the division or office to which the employee is officially posted.

5. "Telework location" is an approved location other than the assigned duty station (for example, home or another approved location).

6. "Compflex" is any working arrangement that enables employees to fulfill their basic work requirement of eighty (80) hours per pay period in less than ten (10) full work days, and that permits employees to vary their beginning and ending times on a daily basis, subject to core periods during which all employees are required to work, and specified flexible bands during which employees are permitted to work.

7. "Compressed workweek" is any working arrangement that enables employees to fulfill their basic work requirement of eighty (80) hours per pay period in less than ten (10) full work days on a fixed schedule.

D. Employee Eligibility, Band of Hours, and Work Suitability

1. The Director shall have the authority to determine whether, and to what extent, the telework arrangements for individual employees and positions are consistent with the operational needs and mission of the Service.
2. Article 25, Sec. 14, of the CBA describes the normal hours of service to Congress, as well as flexitime and compflex schedules and hours for CRS organizational units. The Director has the authority to expand the bands and hours of service to meet operational needs of the Service, to provide additional workplace flexibility, or for other mission-related needs. The expansion of the duty hours as articulated in Article 25, Sec. 14 of the CBA may include an earlier start time or later end time.

3. When a telework arrangement is considered by the Director, priority must be given to meeting the mission and goals of CRS and serving the needs of Congress. Employee eligibility and work suitability must be assessed before granting telework arrangements:
   a. **Employee Eligibility.** To be considered for telework, an employee must currently be performing at a fully successful performance level and must not have any conduct issues that would have a negative impact on the telework arrangement. Employees must demonstrate that they can perform the tasks selected for telework with minimal supervision.
   b. **Work Suitability.** The nature of the employee's work must be suitable for teleworking. Telework tasks are those that are portable and easy to measure. Telephone-intensive tasks, computer-oriented tasks, or tasks that require the development of written products may be appropriate for a telework arrangement. Work that requires extensive face-to-face contacts or access to material that cannot be removed from the office is unlikely to be suitable for a telework arrangement. To be considered suitable, the selected work must not entail undue expense for equipment, setup or support, nor increase the risk to Library data or network security.

E. **Responsibilities**

1. Employees
   a. Employees and their supervisors will reach agreement on the scope and nature of the work to be performed on the telework day(s). At the supervisors’ request, employees will review the work they perform on the telework day with their supervisor.
   b. Employees must be available for contact by telephone, email, and other technology the supervisor deems appropriate, and be responsive to management during their official duty hours (with the exception of designated breaks consistent with Article 27 of the CBA) while on telework.
c. Employees working under a telework arrangement must be available to return to the assigned CRS duty station when management determines that their presence on-site is necessary in order to accomplish the work. Normally, employees will be given a minimum of two hours notification.

d. Employees working under a telework arrangement are subject to the same performance and conduct standards and performance appraisal system as other employees.

e. Covered employees for when the duty station is closed due to emergency/continuity of operations (COOP) telework: When the duty station is closed (for example, but not limited to, because of severe weather, regional, area-wide emergencies, pandemics, natural disasters, or national security incidents, or COOP) all employees whose positions have been deemed suitable for telework must telework or use leave, regardless of whether they regularly telework. If there are electricity, infrastructure, or connectivity issues that prevent the employee from performing offsite work, the supervisor may approve administrative leave. If the employee’s supervisor determines that there is no available work for telework, the employee will be excused on administrative leave. All positions that have been deemed suitable for telework are suitable for telework in emergency/COOP situations.

f. Should personal responsibilities interfere with working at the telework location, employees are responsible for noting the time spent away from their work and requesting and charging leave as appropriate, except for routine breaks consistent with Article 27 of the CBA and where discontinuous work, if available, is used to account for time spent away.

g. If the teleworking employee experiences computer equipment failure(s) and technical support from CRS is unavailable or unable to correct the problem, the teleworking employee is expected to perform any non-computer related work that had previously been assigned by the supervisor. If no such work has been assigned, the teleworking employee is expected to contact the supervisor for an alternative assignment or for appropriate leave. If the supervisor cannot be reached when the official duty station is closed, and there is no work the employee can do because of computer equipment malfunctions and lack of any assigned non-computer work, then the employee will be placed on administrative leave.
h. When an emergency affects the telework location, but not the CRS assigned duty station, the circumstances and timing dictate the course of action. Options include having the employee report to the CRS assigned duty station or other approved locations, approving the use of leave, or granting excused absence (administrative leave).

i. At the beginning and at the end of each day at the telework location, teleworking employees will inform their supervisors that they are beginning or ending their work by following the work unit’s applicable/current process. Teleworking employees will certify time and attendance each pay period in WebTA (or a successor system) to show their hours worked at the telework location.

j. Specific precautions must be taken when confidential documentation related to requests from Congress and other sensitive materials are outside CRS-controlled space. When unattended, confidential documents related to requests from Congress must be secured in a closed desk, cabinet, or key-locked location. Classified information may not be taken to, accessed from, or processed at a telework location. Official, irreplaceable, and permanent records may not be taken to the telework location.

k. While teleworking, employees are expected to protect government equipment and records and maintain the necessary level of computer and other security in their telework location. However, the parties acknowledge that the personal safety of the employee outweighs concern for the equipment.

l. Neither CRS nor the Library will be liable for damages to a teleworking employee's personal or real property during the course of performance of official duties or while using government-owned equipment at a telework location, except to the extent the Library is held liable by the Federal Tort Claims Act or claims arising under the Military Personnel and Civilian Employees Claims Act.

m. Teleworking employees are covered by the Federal Employees Compensation Act (FECA) if injured in the course of actually performing official duties at the official duty station or the telework location. Any accident or injury occurring at the telework location must be brought to the immediate attention of the supervisor. Appropriate authorized representatives of the Library may investigate and inspect the telework location to ensure proper maintenance of government-owned property, to ensure conformance with safety standards, or following any notification of an accident or Injury. Reasonable advance notice of such inspection will be given, generally at least forty-eight (48) hours.

n. The telework employee is expected to follow all applicable Information Technology Security Directives.
o. Telework employees are responsible for completing the Telework Safety Checklist in the Telework Request System. Management will review the Checklist and appropriately authorized Library representative(s) may inspect the telework location to confirm that the area is safe. Such inspection, if conducted, will be pre-arranged with the teleworking employee and conducted during the employee’s scheduled telework day.

2. Approving Official

a. The Approving Official for telework is the Director. The Director may delegate this authority.

b. The Director is responsible for determining whether conditions are appropriate for telework by assessing employee eligibility and work suitability.

c. The Director, or the designee, has the authority to accept or reject an employee’s request for telework, or limit its use, as needed:

d. The factors to consider include but are not limited to:

   i. there is a need for the employee to be present at the assigned duty station in order to meet the mission requirements of CRS;
   
   ii. an employee's performance is below fully successful or the employee is undergoing counseling for performance or conduct reasons;
   
   iii. the employee's work requires frequent face-to-face interaction with supervisors, co-workers, congressional clients, or others;
   
   iv. the employee's work requires frequent access to confidential or sensitive data or information which is not attainable from an alternative work site;
   
   v. the employee cannot function independently without close supervisory consultation;
   
   vi. the employee has time or attendance issues previously communicated by CRS to the employee;
   
   vii. the employee is undergoing mandatory training;
   
   viii. the employee has received a disciplinary/adverse action within the last three years or there is a proposal for such; and
   
   ix. absence without official leave (AWOL) within the last three years is disqualifying. Employees who have been recorded in WebTA as AWOL, may not participate in telework and/or may have their telework approval revoked.
F. Telework Arrangements (Regular and Situational); Credit Hours during Telework; Reconsideration Process

1. Regular Telework: The Director has determined that employees, including those who are participating in a compflex/compressed work week arrangement, may request a work arrangement that includes telework with a minimum of four days of onsite work per pay period or a minimum of six days of onsite work per pay period, based upon the employee’s position description and the needs of the Service. The telework days approved are fixed days. The compflex day (or compressed work week day) is taken into account as a day where the employee is not working onsite. However, if a CRS work-related need requires employees to work at their assigned CRS duty station on their fixed telework day(s), the employee may identify, with approval from the supervisor, an alternative telework day within the same pay period or by the end of the following pay period.

2. Episodic Offsite Work (Situational)
   a. In addition to regular telework, all bargaining unit employees may request episodic offsite work consistent with Art. 25, Sec. 25 of the CBA. In addition to the emergency and medical reasons for episodic offsite work described in Art. 25, Sec. 25, employees may request episodic offsite work for situational reasons, which is occasional, short-term, or intermittent periods to address temporary personal situations or to perform tasks that CRS determines are advantageous to perform offsite.
   b. Episodic offsite work for any reason may be recorded in hours, rather than whole days.
   c. Employees may make requests for episodic offsite work of ten workdays or less—within a pay period or across multiple pay periods—for any reason, by submitting the request in writing to the employee’s supervisor, who will approve or deny the request in writing. If denied, the supervisor will include the reason for the denial in writing. Supervisors should respond as promptly as possible.
   d. Employees may make requests for episodic offsite work of more than ten workdays, for any reason, by submitting the request in writing to their supervisor. The immediate supervisor shall forward the request with a recommendation to the Associate or Assistant Director for prompt consideration. CRS management may require medical certification or documentation for requests for EOW for medical reasons of longer than ten workdays.

3. Credit Hours during Telework: With advance supervisory approval, teleworking employees may earn credit hours, even if the credit hours are not an extension of their regular workday.
4. **Reconsideration Process:** The Director will reconsider the determination of the suitability of a position for telework, upon written request from CREA. Reconsideration may be appropriate, for example, in situations where the incumbent employees believe the position description is outdated, inadequate or relies on incorrect information regarding the work or duties of the position, or that positions that perform essentially the same duties have different assessments. CREA may file a written request to the Director stating specific reasons why the assessment for the position, including the number of telework days, should be reconsidered, including examples of duties and work assignments CREA believes are suitable for telework that are recently performed by incumbents of the position. CREA may request reconsideration of up to 4 PDs by Job Series in 2022, but may not file a request until 3 months after implementation of the new telework side agreement. In the following calendar years, CREA may request review of up to 2 PDs by Job Series. If reconsideration is approved, HCD will be informed to update the Telework Request System accordingly. Affected employees may request changes to their telework arrangement in accordance with the new assessment of the position’s suitability in the next regular telework request cycle.

5. **Approved Absence on “On-Site” Day:** When a holiday, an in-lieu-of non-workday for an employee on a compressed schedule, or a day of approved leave falls on a day when an employee would regularly be scheduled to work on-site, the employee is not required to make it up by working another day on-site.

G. **Application and Approval Process**

1. On an annual basis, employees may make a request to their immediate supervisor to participate in the telework program using the Telework Request System (including a signed Telework Safety Checklist). Telework arrangements will be reviewed on an annual basis and may be renewed, modified or terminated.

2. Requests for telework must identify the telework day(s) requested.

3. A review of an existing application and reauthorization for telework may be conducted when an employee transfers to a different division/section/unit; when a new supervisor requests a new application; or when there is a substantial change in the work.

4. An employee may request to modify or terminate a telework arrangement at any time. The request must be in writing and submitted to the approving official, immediate supervisor or designee at least five workdays in advance of the requested modification or termination.
5. The immediate supervisor recommends approval or disapproval and forwards the CRS Request Form for Telework (or any successor form/process) to the Director within five (5) workdays of receiving the application for consideration and signature. The Director's decision will normally be made within five (5) work days after receiving the application. Any disapproval (immediate supervisor or Director) must specify the reason(s) for the denial in writing.

6. If a telework arrangement is approved, the employee and the supervisor must sign the Telework Fact Sheet and Acknowledgement (or successor forms).

H. Temporary Suspension of Telework

1. Management may temporarily suspend telework for a teleworking employee for a part of a day, an entire day, or a longer period of time if there is a need for the employee to be present at the assigned CRS duty station in order to meet the mission requirements of CRS. This includes:
   a. staffing or workload requirements;
   b. the employee does not maintain a performance rating at or above fully successful or the employee engages in misconduct (for example, but not limited to, AWOL within the past three years);
   c. the employee is assigned duties that require performance at the official duty station;
   d. the employee is assigned duties that require face-to-face interaction with supervisors, co-workers, congressional clients, or others;
   e. the employee is undergoing job-related training.

2. Management will provide appropriate advance notice of the temporary suspension, normally five (5) workdays whenever possible. Similarly, employees may choose to temporarily suspend their participation in telework in order to meet the needs or requirements of their position, following advance notice to their supervisor. The reasons for suspension shall be in writing.

I. Modification of the Telework Arrangement

1. The telework day(s) approved by the approving official is a fixed day(s).

2. CRS may alter the telework location or schedule to require that on certain dates teleworking employees will work at their assigned duty station (for example, but not limited to, mission related activities).
3. CRS may also require employees on their telework day to report to the assigned CRS duty station if physical presence is required in order to meet mission requirements, for example, but not limited to, meeting with a congressional staff member. In situations where an employee informs a supervisor of a work-related reason requiring the employee's presence at the assigned CRS duty station, management, after determining that the employee's presence at the assigned duty station is necessary, may approve the employee's request to report to the assigned CRS duty station on the telework day. Under these conditions, the employee may request an alternate telework day (or portion thereof). The alternate telework day (or portion thereof) must be used by the end of the following pay period.

4. CRS will provide normally at least a five-day advance notice of any modification to the telework arrangement.

J. Termination of or Withdrawal from the Telework Arrangement

1. The telework arrangement of an individual employee may be terminated by the Director or at the request of a telework employee. Terminations or requests for terminations must be made in writing. If teleworking employees wish to withdraw from participation in telework, they must notify the supervisor in writing. If possible, the notice will be given at least five (5) workdays in advance of the effective date of withdrawal from telework. The supervisor may delay the effective date of withdrawal from participation in telework in the event of an emergency that requires the employee to continue to work off-site temporarily. The reason for the delay shall be in writing.

2. Management reserves the right to terminate a telework arrangement of an employee when such action is necessary to meet the mission requirements of the Service/division/office, for example, physical presence is required; when the terms and conditions of the employee's participation in telework are no longer met; when computers and/or other resources needed for telework are unavailable or are needed for other uses; when an employee does not conform with the terms of authorization; or for other reasons as determined by the Director to be important for the mission of the Service.

3. The reason(s) for termination shall be in writing. Management will provide notice of the termination of any telework arrangement, to the extent practicable, at least five (5) workdays in advance of its effective date.
K. Telework Information

Annually, upon request, CREA will be provided a list of bargaining unit teleworking employees, as reflected in the Telework Request System. Annually, upon request, CREA will be provided information in the Telework Request System for CRS bargaining unit telework employee applications and responses, after appropriate redaction to protect privacy.

L. Compensation, Leave, Attendance, and Emergency Situations

1. Existing rules on hours of work, pay, and leave administration apply to telework employees. Teleworking employees must adhere to applicable laws, Library regulations, CRS policies, and the CBA. Unless the employee is regularly or temporarily assigned to work after 6pm, there is no night differential pay if the employee chooses to work after 6pm.

2. Employees working at a telework location are expected to carry out their work free from home or family distractions. Should personal responsibilities interfere with working at the telework location, employees are responsible for noting the time spent away from their work and requesting and charging leave as appropriate, except for routine breaks (in accordance with Article 27 of the CBA) and where discontinuous work, if available, is used to account for time spent away.

3. Time and attendance will be documented in accordance with current policies and procedures, including designating the appropriate telework category in the Library’s time and attendance system.

4. Telework employees and telework ready employees (see section E.1.e) are required to work at the telework location during emergency situations when the assigned CRS duty station is closed.

5. Supervisors may authorize overtime, compensatory time, or credit hours for telework employees at their telework location. Existing regulations and the Collective Bargaining Agreement between the Library and CREA pertaining to overtime, compensatory time, or credit hours apply to telework employees.

M. Equipment, Funding, and Security

1. CRS will generally provide a laptop computer and approved accessories as determined by management to employees approved for telework. No other equipment will be provided by CRS. Teleworking employees who use government-owned materials, equipment, or supplies must obtain written approval for their use and protect them in accordance with appropriate Library of Congress regulations and
CRS policies. Any and all government-owned materials, equipment, or supplies will be used solely for the conduct of CRS business and will not be used for personal business or personal gain. Laptop equipment supplied by CRS will remain the property of the Library and will be returned on request.

2. Costs associated with telework are the responsibility of CRS and/or the individual employee as CRS determines. Employees may, with advanced supervisory approval, be reimbursed for business-related expenses. CRS will not be responsible for any operating costs that are associated with teleworking employees’ use of their home as a telework location, for example, home maintenance, insurance, or utilities. Teleworking employees do not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for CRS, as provided for by statute and regulations.

3. The Library will service and maintain any government-owned equipment issued to a telework employee. Government property loaned to the employee must be brought in as required for inventory control or to perform updating and maintenance. The telework employee is expected to safeguard/avoid damage to government property. All files, papers and machine-readable materials created using CRS equipment are the property of CRS.

4. An increase in telework and the related decrease in time worked on site may present opportunities for CRS to improve space usage and, to that end, management may implement arrangements such as workspace sharing and hoteling (where employees do not have individually-assigned workspaces) for employee workspaces. When determining shared workspace and hoteling arrangements, CRS will adhere to the consultative management process articulated in article 39 of the Collective Bargaining Agreement.

N. Grievability

An employee does not have the right to grieve a decision to deny, suspend, cancel, or terminate a telework arrangement. However, any complaint concerning the violation, misinterpretation, or misapplication of this agreement shall be grievable under Article XXXI of the Collective Bargaining Agreement between the Library of Congress and CREA, subject to management rights as set forth in the Collective Bargaining Agreement and this side-agreement.
O. Resolving Concerns

CRS and CREA are encouraged to use creative approaches to resolve concerns regarding telework.

P. Modifications to the Side-Agreement

Before changes are made to the policies and procedures of this agreement, or to the application form, parties will bargain to the extent required by law in accordance with the provisions of the Federal Service Labor-Management Relations Statute.

Q. Effective Date and Duration Provision

1. The Agreement will be effective on the date the Library determines that Phase 3.3 has ended.¹

2. This agreement shall remain in effect from the effective date. Either party may give notice to the other party during the first two months of each even-numbered calendar year of the party's desire to terminate or modify this side-agreement. The terms of the agreement shall remain in effect while the parties meet and/or negotiate the terms of the agreement.

3. If the Collective Bargaining Agreement is reopened, either party may propose incorporating this telework agreement into the Collective Bargaining Agreement.

¹ Phase 3.3 refers to the Library's pandemic plan that restores/restored normal operations.
This agreement is made this 16th day of March, 2022, by and between the Library and the Congressional Research Employees Association, IFPTE 75.

<table>
<thead>
<tr>
<th>For CREA</th>
<th>For the Library</th>
</tr>
</thead>
<tbody>
<tr>
<td>Osceon Pinkston</td>
<td>Diane T. Duffy</td>
</tr>
<tr>
<td>Alison M. Smith</td>
<td>Kevin B. Greely</td>
</tr>
<tr>
<td>Clayne Heisler</td>
<td>Carrie Lyons</td>
</tr>
<tr>
<td>Maimon A. Schwartz</td>
<td></td>
</tr>
</tbody>
</table>

*This Side-Agreement on Telework between the Library of Congress and the Congressional Research Employees Association (CREA) was entered into in conjunction with an accompanying Memorandum of Understanding (MOU).