

MS 633 Remote Work Program

Effective Date: December 16, 2021

Responsible Office: Office of Human Resources

Issuance Memo (12/16/2021)

MS 633 Remote Work Program Procedures

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1.0 Authority

The Telework Enhancement Act of 2010 (Public Law 106-346 and Public Law 111-292); 22 U.S.C. 2503; 5 CFR 630; Federal Employees Compensation Act (FECA); Federal Tort Claims Act. *The 2021 Guide to Telework and Remote Work in the Federal Government*, the U.S. Office of Personnel Management.

2.0 Definitions

- (a) **Agency Worksite** refers to an official federal agency location where work activities are based, generally considered a centralized location of an employee's assigned organization.
- (b) **Alternate Worksite** is generally considered an employee's approved telework site, or, for a remote worker, the approved remote site (e.g., an employee's residence).
- (c) **United States**, for the purposes of this Manual Section, means the 48 contiguous states and Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.
- (d) **Direct Hire Employees** are employees who occupy positions covered by the Peace Corps personnel system authorized by Section 7 of the Peace Corps Act and implemented by MS 601 *Administration of the Peace Corps Direct Hire Personnel System* (referred to hereinafter as "employees").
- (e) **Experts/Consultants** are employees hired in accordance with Section 13 of the Peace Corps Act, 22 USC 2512 (also referred to hereinafter as "employees").
- (f) **Locality Pay** is the rate of pay authorized to be paid to an employee according to the Locality Pay Area in which their Official Worksite is located, as outlined in 5 CFR § 531.603.
- (g) **Official Worksite** is the Agency Worksite for most employees, including teleworkers. However, for a remote worker, the Official Worksite is the Alternate Worksite to which the agency and the employee agreed (e.g., the employee's residence). The Official Worksite is the work location as documented on an employee's Notification of Personnel Action (Standard Form 50 or SF 50). Once the Official Worksite has been determined and recorded on the employee's SF 50 with an official effective date, the Official Worksite cannot be changed without approval from the employee's immediate supervisor followed by a request made to OHR.
- (h) **Performance Improvement Plan (PIP)** is a performance action plan to assist employees with tools to improve their performance deficiencies.
- (i) **Remote Work** is an arrangement in which an employee, under a written Remote Work Agreement, is scheduled to perform their work at an Alternate Worksite and is not expected to perform work at an Agency Worksite on a regular and recurring basis. A remote worker's Official Worksite may be within or outside the local commuting area of an Agency Worksite.
- (j) **Remote Work Agreement** is a written agreement, completed and signed by an employee and the authorized management official(s) that outlines the terms, conditions, obligations, and responsibilities of the employee's Remote Work arrangement.

3.0 Purpose

The purpose of this Manual Section is to establish agency policy with respect to employee eligibility to participate in the Remote Work Program.

4.0 Policy

4.1 Remote Work Overview

Remote Work is an arrangement between an employee and their immediate supervisor under which an employee's Official Worksite is their approved Alternate Worksite. The approved, Alternate Worksite may be inside or outside the local commuting area of the Agency Worksite and is typically, although not always, the employee's residence. An employee who has a Remote Work Agreement with the agency permanently works from an Alternate Worksite that is not a Peace Corps facility. Pay, benefits and entitlements will be determined based on an individual employee's Official Worksite, and therefore, a Remote Work Agreement may result in a loss of monetary benefits in some cases.

Remote Work is not an employee entitlement. It is a workplace flexibility that is available at the discretion of the agency and may be granted after consideration of a variety of factors and supervisory approval.

4.2 Remote Work Eligibility

Positions within the Peace Corps will be assessed for Remote Work eligibility and will be determined by A Delegates and in collaboration with the Office of Human Resources (OHR) through a workforce management assessment. OHR and agency leadership will discuss and consider the implications of Remote Work Agreements to ensure equity across positions.

The following Peace Corps employees will not be approved for Remote Work:

- (a) Employees whose performance rating for the most recent rating period was unsatisfactory or employees currently on a Performance Improvement Plan (PIP).
- (b) Employees currently on leave restriction.
- (c) Employees who have been officially disciplined for misconduct, including for misuse of public office for private gain, misuse of nonpublic information, misuse of U.S. Government property, or misuse of official time.

See MS 626 Performance Appraisal System regarding the administration of performance management.

5.0 Scope

This Manual Section applies to domestic Direct Hire Employees and Expert/Consultant staff only, provided they have received prior management approval for their participation in the Remote Work Program. Peace Corps employees will not be authorized to participate in any permanent Remote Work Program outside of the United States, as defined above. However, the agency may determine there are situations where temporary Remote Work Agreements outside of the United States may be appropriate. Note that Agreements for temporary Remote Work outside of the United States may necessitate a Domestic Employee Teleworking Overseas (DETO) Agreement with the Department of State.

6.0 Roles and Responsibilities

6.1 Chief Human Capital Officer (CHCO)

The CHCO, or designee, is responsible for:

- (a) Reviewing any requests from an A Delegate recommending Remote Work for an employee to ensure compliance with all rules, regulations and Peace Corps policies affecting eligibility to participate in the Remote Work Program; and
- (b) Ensuring that assessments of eligibility of positions for Remote Work and determinations of eligibility for participation by employees in the Remote Work Program are in the best interest of the Peace Corps, with particular regard for sound fiscal responsibility, equity, and whether a position's scope of work and official duties permit eligibility for the Remote Work Program.

6.2 Office of Human Resources (OHR) Remote Work Program Manager

The OHR Remote Work Program Manager is responsible for the following:

- (a) Ensuring compliance with all rules, regulations and Peace Corps policies affecting employees assigned to the Remote Work Program;
- (b) Maintaining a record of employees assigned to the Remote Work Program;
- (c) Serving as a resource for managers and employees on Remote Work matters;
- (d) Serving as the primary point of contact on all agency Remote Work matters; and
- (e) Ensuring that appropriate training is provided to employees eligible to participate in the Remote Work Program.

6.3 A Delegates

A Delegates are responsible for:

- (a) Reviewing requests by supervisors for Remote Work made on behalf of an employee, which may involve conducting an assessment of benefits and implications of the Remote Work Agreement.
- (b) Ensuring compliance with requirements outlined in this Manual Section in determining whether to approve and reject a Remote Work request.
- (c) Submitting requests for Remote Work Agreements as outlined in the MS 633 *Remote Work Program Procedures*; and
- (d) Ensuring compliance with the MS 633 *Remote Work Program Procedures*, whenever an immediate supervisor or employee makes a request to adjust or terminate their Remote Work Agreement.

6.4 Supervisors

Supervisors are responsible for:

- (a) Reviewing and assessing employee requests for Remote Work;
- (b) Completing a “Memorandum of Request for Remote Work” and making recommendations to their A Delegate with respect to requests that positions be assessed for eligibility in the Remote Work Program and employees’ requests for eligibility for a Remote Work Agreement;
- (c) Providing equitable treatment of employees working under a Remote Work Agreement, consistent with existing policies and regulations;
- (d) Ensuring that employees with a Remote Work Agreement are working as scheduled and are available to co-workers and customers;
- (e) Communicating with employees assigned to Remote Work during an emergency or other situations to account for personnel;
- (f) Counseling an employee when a Remote Work Agreement is no longer effective due to, among other things:
 - (1) the employee not meeting the performance standards outlined in MS 626;
 - (2) the employee’s physical absence having a burdensome or negative impact on customers and other stakeholders;

- (3) the negative effect of the Remote Work Agreement on the employee's co-workers; and/or
 - (4) the Agreement failing to support the Peace Corps mission and the scope of work of the position.
- (g) Notifying their A Delegate of requests to modify or terminate Remote Work Agreements; and
- (h) Providing equitable consideration to an employee's Remote Work request that is consistent with federal laws and regulations and Peace Corps policies.

6.5 Employee

Employees are responsible for the following:

- (a) Completing required agency training through the Peace Corps' online learning platform, *LearningSpace*;
- (b) Completing a Remote Work Agreement Form (*see MS 633 Remote Work Program Procedures Attachment A*) with their supervisor for consideration and/or approval any time their Alternate Worksite changes;
- (c) Adhering to the provisions of the Remote Work Agreement with their supervisor;
- (d) Adhering to the provisions of *MS 633 Remote Work Program*; and
- (e) Notifying their supervisor in writing if they wish to terminate their Remote Work Agreement.

7.0 Privacy and Data Security

Under no circumstances may classified materials be taken from official Peace Corps offices to be worked with or stored, or for any other purpose at the Alternate Worksite. Employees' supervisors must give prior written approval for the removal and use of any Controlled Unclassified Information, Privacy Act, or HIPAA information at the Alternate Worksite. As such, positions requiring access to classified information may not be eligible for inclusion in the Remote Work Program. *See MS 632 Direct Hire Telework Program.*

Each office is responsible for determining appropriate security and privacy procedures for their office materials, subject to applicable sections of the Peace Corps Manual or other guidance from the Office of Safety and Security, the Privacy Act Officer, the Office of Records Management, or the Office of the Chief Information Officer.

8.0 Weather and Safety Leave Eligibility for Remote Workers

An employee whose home is considered their Official Worksite is generally not granted weather and safety leave when the Agency Worksite is closed, because the employee is able to safely perform work at an approved Alternate Worksite. Weather and safety leave may be appropriate if the employee is unable to safely perform work at their Official Worksite. See MS 635 *Staff Absence and Leave* and its procedures.

9.0 Travel and Relocation for Remote Workers

Official travel may be authorized for employees with Remote Work Agreements back to an Agency Worksite in accordance with MS 812 *Peace Corps Staff Travel and Transportation*.

In most cases, the agency will not pay relocation expenses. The employee will be responsible for any costs related to their relocation if termination of the Remote Work Agreement is due to performance, conduct, and time and attendance.

The agency will be responsible for any costs related to the employee's relocation if the Remote Work Agreement is terminated at the request of the immediate supervisor or at the request of the agency for reasons other than performance or personal requests (i.e. scope of work or mission change).

10.0 Duration of Temporary Remote Work Agreements

Unless the position has been authorized for permanent Remote Work, the duration of the Remote Work will be determined under a temporary Remote Work Agreement. Such requests may be approved by the immediate supervisor and submitted to the CHCO through the A Delegate.

If an employee has been approved for a temporary Remote Work Agreement, requiring duties and work to be performed at an Alternate Worksite for 12 pay periods or less, the employee's current Locality Pay and other benefits shall not be affected.

If an employee has been approved for long-term Remote Work, requiring duties and work to be performed at an Alternate Worksite for more than 12 pay periods, the employee's current Locality Pay and other benefits may be affected. Under such circumstances, a change in one's Official Worksite must be processed through a Request for Personnel Action (Standard Form 52 or SF 52), which is prepared by the requesting office for submission to OHR for final processing.

11.0 Written Remote Work Agreements

All employees assigned to the agency's Remote Work Program are required to have a written agreement. A Remote Work Agreement will be entered by the immediate supervisor on behalf of the agency and the employee and provided to the A Delegate. See MS 633 *Remote Work Program Procedures* and its Attachment A.

12.0 Remote Work Mandatory Training Requirement

All employees assigned to the agency's Remote Work Program are required to complete the necessary training. Agency training can be found on the agency's learning platform, *LearningSpace*.

13.0 Termination of Remote Work Agreements

Remote Work Agreements may be terminated for reasons including, but not limited to performance, conduct, time and attendance, scope of work, or mission. The employee's failure to return to a work location as directed by the agency may lead to disciplinary action, up to and including removal from federal service. Employees will be given a minimum of 60 days advance notice prior to being required to report to the newly assigned worksite.

An employee may at any time request that their Remote Work Agreement be terminated.

14.0 Procedures

Procedures implementing this Manual Section are set forth in MS 633 *Remote Work Program Procedures*.

15.0 Effective Date

The effective date of this Manual Section is the date of issuance.