

U.S. Department of Energy
Washington, DC

ORDER

DOE O 314.1A

Approved: 10-13-2023

SUBJECT: TELEWORK AND REMOTE WORK PROGRAM

1. PURPOSE.

- a. To establish the requirements and responsibilities for administering the Department of Energy's (DOE) Telework and Remote Work (tele/remote) Program in accordance with Telework Enhancement Act of 2010, Public Law 111–292, and Supplemental Guidance from the Office of Personnel Management (OPM) and the Office of the Chief Human Capital Officer (HC).
- b. The [Telework Enhancement Act of 2010](#) (the Act) requires executive branch agencies to establish policies that authorizes eligible employees to telework. Under current law, the Secretary establishes remote work policies pursuant to the inherent authority to direct the affairs of their agency per 5 U.S.C. §§ [301](#) and [302](#).
- c. DOE is committed to creating a flexible and agile workforce that enables DOE to respond to local and world events and that highlights DOE's core values and principles of diversity, equity, inclusion, and accessibility. Through tele/remote work, DOE will shape a workplace that ensures mission accomplishment, achieves a reduced carbon footprint, improves recruitment and retention, and reduces facility costs.
- d. This Order should be read in conjunction with Office of the Chief Human Capital (HC) [Policy Memorandum \(PM\) #106, Telework/Remote Work](#), or successor PM, which includes implementing guidance and templates.

2. CANCELS/SUPERSEDES. DOE O 314.1, *DOE-FLEX: DOE'S Telework Program*, dated 2-11-2013.

3. APPLICABILITY.

a. Departmental Applicability.

- (1) This directive applies to all Departmental Elements (DE) and employees in all pay plans.
- (2) Employees who are currently covered by collective bargaining agreements (CBA) should review the applicable tele/remote work section of the CBA for any additional requirements specific to bargaining unit employees.
- (3) The Administrator of the National Nuclear Security Administration (NNSA) must ensure NNSA employees comply with their responsibilities

under this directive. Nothing in this directive will be construed to interfere with the NNSA Administrator's authority under section 3212(d) of Public Law (P.L.) 10665 to establish Administration specific policies, unless disapproved by the Secretary.

- b. DOE Contractors. This program does not apply to contractors.
- c. Equivalencies/Exemptions for DOE O 314.1A.
 - (1) Employees under a tele/remote work agreement due to a reasonable accommodation provided under [PM #100B, Reasonable Accommodation](#), or its successor, are exempt from this Order. DE(s) must follow the provisions of this Order unless doing so violates Federal regulations or requirements.
 - (2) Equivalency. In accordance with the responsibilities and authorities assigned by Executive Order 12344, codified at 50 U.S.C. §§ sections 2406 and 2511 and to ensure consistency throughout the joint Navy/DOE Naval Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this Directive for activities under the Director's cognizance, as deemed appropriate.

4. REQUIREMENTS.

- a. General.
 - (1) In accordance with the Act, HC manages the Tele/Remote Work Program, and the Chief Human Capital Officer (CHCO) serves as the Telework Managing Officer (TMO).
 - (2) The Tele/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.
 - (3) DEs must establish a tele/remote work posture that is fully aligned with their program's organization health and performance requirements.
 - (4) This information supersedes all previously issued DOE Desk References, procedures, guidance, organizational handbooks, and implementing documents (program-specific or otherwise), except for any covered topics that were negotiated under Collective Bargaining Agreements (CBA(s)).

- (a) If there is a conflict between the CBAs covering bargaining unit employees (BUEs) and any provision of this Order, the negotiated CBA shall prevail, provided the negotiated terms conform to Federal law and regulation.
- (5) Where this Order is silent or conflicts with law, any discretionary decision is subject to law and Office of Personnel Management (OPM) regulations or guidance. When provisions of this Order differ from changes in law or OPM regulations/guidance, the changes in law or regulations/guidance will supersede.
- (6) Tele/remote work can be an appropriate reasonable accommodation (RA) for an employee with a disability. The initiation or termination of a tele/remote work agreement that is in place due to an approved RA must be made in accordance with [PM #100B, Reasonable Accommodation](#), or its successor.
- (7) Tele/remote work must not diminish employee performance or DOE operations; it should facilitate, not impede, the accomplishment of work.
- (8) The duties of the position, nature of work, and mission of the DE determine if a position can support telework or working remotely; it is not based on an individual manager's preference. Changes to a position's tele/remote designation must be made using sound business reasons. Positions need to be fairly and equitably categorized across the DE.
- (9) Each DOE DE must designate a tele/remote work coordinator (TWC).
- (10) All employees and supervisors must have an appropriate tele/remote work agreement in place prior to starting tele/remote work. A copy of the signed tele/remote work agreement must be shared with the DE's TWC.
- (11) Employees on tele/remote work agreements must follow duty station requirements as provided in [5 CFR 531.605](#) as well as PM #106, or its successor. Paragraphs (d) and (e) in [5 CFR 531.605](#) do not apply to employees on Remote Work Agreements.
- (12) Employees who are directly engaged in performing the duties of their jobs at their workstation (e.g., desk) are covered by the [Federal Employees' Compensation Act](#), regardless of whether the work is performed on DOE's premises or at an alternative worksite. As such, employees must immediately report to their supervisor any job-related incident that results in or has the potential to cause injury or illness. Supervisors must investigate all reports immediately following notification in accordance with [DOE's Workers' Compensation Program](#).
- (13) Employees must protect information used at their alternative worksites and manage records in accordance with established DOE policies,

practices, procedures, and comply with all DOE information technology and cybersecurity guidelines.

- (14) Supervisors must set expectations for teleworking/remote employees regarding methods and frequency of communication (between employees and supervisors, coworkers, customers, etc.).
- (15) Employees cannot tele/remote work with the intent of or for the sole purpose of meeting their dependent or elder care responsibilities while performing official duties; however, telework may be used as part of a more flexible work arrangement to facilitate an employee's ability to manage both work and dependent or elder care.
- (16) All DOE Job Opportunity Announcements (JOAs) must indicate whether the respective position is eligible for telework or the type of remote work (Remote (All US) or Remote (Restricted)).
- (17) Geographically, if approved by the DE and other relevant stakeholders, DOE's tele/remote work program may be authorized in all areas considered to be under the sovereignty of the United States (U.S.) including U.S. territories and commonwealth designations.
- (18) The Department will establish an annual telework participation rate goal. The telework participation goal excludes remote work. DE(s) may establish other participation goals in support of related DE programs.

b. Eligibility.

- (1) Employee participation in tele/remote work is subject to management approval; management has the discretion to cancel tele/remote work agreements when doing so is in the best interest of the Department.
- (2) Supervisors must notify their employees of their eligibility or ineligibility to tele work (ineligibility must be documented in writing).
- (3) Employees may request a tele/remote work agreement in writing. For decisions regarding eligibility for tele/remote work, bargaining unit employees may file a negotiated grievance in accordance with their applicable CBA. Non-bargaining unit employees may file an administrative grievance in accordance with [DOE O 342.1A, Agency Administrative Grievance Policy and Procedures](#).
- (4) Positions must be designated as tele/remote work-eligible based on their duties, responsibilities, and overall goals for organizational health and performance. Designating a position as eligible for remote work must be thoughtfully deliberated and positions analyzed on a case-by-case basis. In addition to the factors below, a variety of matters, including team dynamics, long-term organizational health and performance impacts need

to be considered when determining if a position is eligible for remote work. Additional examples of duties that may render a position ineligible for tele/remote work include:

- (a) Daily, direct handling of secure materials;
- (b) Daily onsite activity that cannot be handled remotely or at an alternative worksite (e.g., customer or stakeholder interface, construction, facility operations, hands-on contact with machinery, equipment, or vehicles); and
- (c) Operating and maintaining transmission lines.

c. Ineligibility.

- (1) Current Federal employees who received a permanent disciplinary action in their electronic Official Personnel File (eOPF) from any federal agency are prohibited from teleworking if:
 - (a) They have been officially disciplined for being absent without official leave (AWOL) for more than five days in any calendar year; or
 - (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, 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 (CFR).
- (2) Current Federal employees are not authorized to be on tele/remote work agreement or will have their tele/remote work agreement terminated if:
 - (a) An employee's performance continues to diminish employee or organizational mission or goals, even after attempts to mitigate poor performance have been attempted;
 - (b) An employee is unable to access the Department's network or an employee's access does not meet the network requirements (e.g., security, bandwidth, service reliability) and no other work of equal or higher priority that is acceptable to the supervisor can be performed at an alternative worksite; or
 - (c) An employee does not comply with the terms of the tele/remote work agreement.

- (3) When denying, suspending, or terminating a tele/remote work agreement, management must document and demonstrate the reasons for making such a determination.
- (4) Employees in positions not eligible for tele/remote work may become eligible in emergency situations. In the event of an emergency, an employee whose request to tele/remote work has been denied, suspended, or canceled may receive a temporary exception to tele/remote work during an emergency.

d. Telework Requirements.

- (1) Telework arrangements include Routine, Situational-Only, and Medical Telework Agreements.
- (2) Except in certain emergency situations as declared by the TMO or the Secretary, an employee's participation in telework is voluntary.
- (3) All employees should have a Situational-Only Telework Agreement in place unless the position is designated as ineligible for telework or the employee is otherwise not authorized to have a tele/remote work agreement.
- (4) The Official DOE Worksite for an employee on a telework agreement is the location of the DOE Worksite for their position of record and is documented on the employee's Standard Form 50 (SF-50) as the Official Duty Station.
- (5) Management determines the type of telework arrangement(s), the situation(s) in which, and the frequency an employee or group of employees may telework. This is codified on a Telework Agreement.
- (6) Unless a temporary exception is made by the employee's supervisor in accordance with [5 CFR 531.605\(d\)\(2\)](#), employees on a Routine Telework Agreement must be scheduled and report physically to their Official DOE Worksite at least twice each biweekly pay period on a regular and recurring basis.
- (7) A Routine 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.
- (8) If an employee is on a Routine Telework Agreement and is later placed on a Situational-Only Telework Agreement, the former Routine Telework Agreement must be terminated.

- (9) If an employee needs a medical telework arrangement, the former Routine (or Situational-Only) 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 Routine (or Situational-Only) Telework Agreement must be put back in place.
- (10) The most recently signed Telework Agreement supersedes any formerly signed Telework Agreement and Telework Agreements must be recertified on an annual basis.
- (11) If an employee is placed on investigative leave, management may require the employee to telework and perform duties like the duties the employee performs onsite or other duties, as appropriate, if such a requirement would not:
 - (a) Pose a threat to the employee or others;
 - (b) Result in the destruction of evidence relevant to an investigation;
 - (c) Result in the loss of or damage to Government property; or
 - (d) Otherwise jeopardize legitimate Government interests.
- (12) Management may direct an employee to report to the Official DOE 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.
- (13) Telework arrangements could affect employee eligibility for parking. Similarly, transit subsidy benefits can only be used exclusively for commuting from home-to-work and from work-to-home.
 - (a) The use of transit benefits is prohibited for employees when in a non-pay, leave, or telework status.
 - (b) Employees are expected to follow the DE procedures for reporting changes in commuting methods/patterns and may have their transit benefits reduced because of their telework schedule.
- (14) To ensure proper space utilization, teleworking employees may be subject to hoteling (i.e., using shared space) depending on the number of days they are regularly scheduled to report onsite.

- (15) Work assignments to be performed or training to be accomplished while on telework should be mutually understood in advance.
- (16) 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 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.
- (17) If an employee's request to telework is denied, or their Telework Agreement is suspended or terminated, the employee is required to report to the Official DOE Worksite as scheduled and instructed by management.
 - (a) If the employee fails to report to their Official DOE Worksite as scheduled and instructed, the supervisor must immediately contact the Servicing Employee Relations Specialist for guidance.
 - (b) Failure to report to the Official DOE Worksite may result in disciplinary or adverse action, up to and including removal from Federal employment.
- (18) The employee can end their Telework Agreement at any time by giving their supervisor reasonable notice and returning to their Official DOE Worksite. If office space is unavailable at their Official DOE Worksite, the termination of the Telework Agreement may be delayed until the appropriate physical workspace can be made available.
- (19) Employees and supervisors must recertify Telework Agreements annually and submit recertifications to their TWC. The TWC must codify this in the personnel system to meet the Office of Personnel Management (OPM) reporting requirements.

e. Remote Work Requirements.

- (1) Remote work arrangements include both Remote (All-US) and Remote (Restricted) Agreements.

- (2) HDEs must ensure new positions designated as Remote (Restricted) or Remote (All-US) are approved at a senior-level within their DE (i.e., no lower than a Field Site Manager or Principal Deputy or equivalent for Headquarters DEs) to ensure consistent application and mission requirements can be met within their DE.
- (3) Employees on a Remote Work Agreement can work anywhere listed in 5 CFR § 531.603.
- (4) The Official Remote Worksite is the location where an employee covered by a Remote Work Agreement primarily works on a recurring basis. For pay purposes, and in accordance with 5 CFR § 531.605 (except for paragraphs (d) and (e)), the employee's Official Remote Worksite must be documented on their Standard Form 50 (SF-50) as their Official Duty Station.
- (5) Employees on Remote Work Agreements are not eligible for parking or transit subsidy benefits.
- (6) Annual certification of permanent Remote Work Agreements are not required. [Temporary Remote Work Addendums](#) cannot exceed one year in duration unless an extension is granted in writing by the supervisor.
- (7) JOAs must include remote work eligibility as a condition of Federal employment if the position is eligible and the duties support a remote work arrangement.
- (8) For currently occupied positions, remote work cannot be mandated as a condition of employment without a signed Remote Work Agreement. When signing 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 employee's Servicing Human Resources Office/Shared Service Center (SHRO/SSC).
- (9) Employees on Remote Work Agreements are not expected to report to an Official DOE 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., a few times a quarter) for work that cannot be performed remotely. Similarly, employees on Remote Work Agreements may occasionally be required to report to other non-DOE locations for work-related activities, such as training.
 - (a) 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](#). This based on the Local Commuting Area (LCA) which is defined by GSA as the 50-mile radius surrounding the Official Remote Worksite.

- (b) A remote employee who travels outside the LCA of their Official Remote Worksite (i.e., more than 50 miles) to report to a DOE facility, or another location to engage in other work-related activities (e.g., training, meeting); and who meets the requirements of [41 CFR Part 301-11](#) 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 [DOE Manual \(M\) 552.1-1A, U.S. Department of Energy Travel Manual](#).
 - (c) Travel authorizations are not required for travel within the LCA in accordance with DOE M 552.1-1A.
 - 1 A remote employee who travels within the LCA of their Official Remote Worksite (i.e., 50 miles or less) to report to a DOE facility is not eligible for TDY or local travel reimbursement, or compensatory time off for travel in accordance with DOE M 552.1-1A.
 - 2 A remote employee who travels within the LCA of their Official Remote Worksite (i.e., 50 miles or less) to engage in other work-related activities (e.g., training, offsite meetings) held outside of a DOE facility is not eligible for TDY or compensatory travel time off for traveling in accordance with DOE M 552.1-1A. However, the remote employee may be eligible for local travel reimbursement (i.e., actual cost of train, bus, or mileage for use of Privately Own Vehicle (POV), including any unusual parking fees to and from their Official Remote Worksite).
- (10) DEs are encouraged to conduct a formal and complete assessment of benefits and cost to determine if a remote arrangement is mission-enabling and efficient.
 - (a) This review must consider any impact on the mission needs of the organization.
 - (b) The review can also consider business reasons including retention of high performing employees, recruitment needs, or DOE real estate and other business cost reductions.
 - (c) DEs should also consider the cost of any periodic travel to the Official DOE Worksite if it 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 Official DOE Worksite.

- (d) DEs can use [HC's Remote Work Arrangement Analysis Tool](#) to analyze the cost savings of a new or modified Remote Work Agreement to provide applicable justifications for approving or denying remote work requests.
- (11) 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 is not considered involuntary and will not include severance pay.
- (12) Management has the right to disapprove, 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.
- (a) If an employee's Official Remote Worksite is within the LCA of an appropriate Official DOE Worksite, the employee can be given a management-directed reassignment to a position at the same grade and pay at the Official DOE Worksite. In such cases, employees must be given 30 days advance notice.
 - (b) If an employee's Official Remote Worksite is not within the LCA of an appropriate Official DOE Worksite, the employee can be given a management-directed reassignment to a position at the same grade and pay at the Official DOE Worksite. In such cases, employees must be given 60 days advance notice and any relocation costs will be the responsibility of DOE in accordance with the FTR and applicable DOE policies.
 - (c) If there is no suitable position available, or if the employee declines the position offered or the offer to move to the Official DOE Worksite, management may propose the employee's removal for failure to accept a management-directed reassignment. In which case, the proposed removal will be consistent with applicable regulations, policies, and CBAs. The employee will be entitled to transition assistance in accordance with DOE's PM #13A, Reemployment Priority List, and DOE's Career Transition Assistance Plan (CTAP).
- (13) Management cannot automatically terminate or modify Remote Work Agreements based on employee performance or conduct issues.

- (a) In the event of performance or conduct issues, supervisors must follow the requirements of [DOE O 331.1D, *Employee Performance Management and Recognition Program*](#), and [DOE O 333.1, *Administering Work Force Discipline, Adverse and Performance-Based Actions*](#).
 - (b) 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.
 - (c) If it is determined by management that a Remote Work Agreement outside the LCA of the employee's Official DOE Worksite 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 DOE.
- (14) If an employee requests to establish, modify, or terminate a Remote Work Agreement, including a temporary remote work arrangement, any expenses (e.g., relocation expenses) will be the responsibility of the employee and will not be funded by DOE.
- (15) 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 (as described in Section g below) based on their tier-one organization (sub-agency) and its geographical component.
- (16) If an employee wants to end a Remote Work Agreement, they must obtain approval from their supervisor, and any other internal approval established by their DE at least 60 days in advance.
 - (a) SHRO/SSCs must be notified at least one pay period in advance that a "Change in Duty Station" personnel action is required on the employee's behalf.
 - (b) When a Remote Work Agreement is terminated at the employee's request and office space is available at an appropriate Official DOE Worksite, the employee will return to the worksite. If office space is unavailable at their Official DOE Worksite, the termination of the Remote Work Agreement may be delayed until the appropriate physical workspace can be made available.
- (17) 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 the DE.

- (a) The employee must provide notice at least 60 days in advance of the proposed date of the change. SHRO/SSCs must be notified at least one pay period in advance that a “Change in Duty Station” personnel action is required.
 - (b) The employee’s pay, taxes, benefits, and entitlements are determined based on their Official Remote Worksite and such change may result in loss of monetary benefit or an increase in costs for the DE.
 - (c) Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee’s request to move. Supervisors must consult with the applicable SHRO/SSC and GC prior to denying such a request.
 - (d) 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 Remote Work Agreement. Moving without written supervisor approval may result in disciplinary action up to and including removal from federal service.
- (18) If an employee on a Remote Work Agreement wants to change their Official Remote Worksite, even if that change does not modify the locality pay, the employee must obtain approval from their supervisor, as well as any additional internal approval procedures established by the DE.
- (a) The employee must provide notice at least 60 days in advance of the proposed date of the change. SHRO/SSCs must be notified at least one pay period in advance that a “Change in Duty Station” personnel action is required.
 - (b) 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.
 - (c) Changes in counties require an update to an employee’s Official Remote Worksite (via SF-50) even if locality pay does not change.
 - (d) The change in the employee’s Official Remote Worksite may result in an increase in travel costs for the DE if the employee moves outside of the LCA of the Official DOE Worksite.
 - (e) Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee’s request to move. Supervisors must consult with the applicable SHRO/SSC and GC prior to denying such a request.

- (f) 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 Remote Work Agreement. Moving without written supervisor approval may result in disciplinary action up to and including removal from federal service.
- (19) If an employee wants to work remotely on a temporary basis due to specific personal circumstances (e.g., to support an employee's temporary relocation during their spouse's military deployment, or while they care for a family member), the employee must obtain approval from their supervisor, as well as any additional internal DE approval procedures, at least 60 calendar days in advance of the start of the arrangement, or as soon as practicable if due to an emergency.
- (a) Temporary Remote Work Agreements cannot exceed six months in duration unless an extension is granted in writing by the supervisor and any additional internal DE approval procedures.
 - (b) For the duration of the Temporary Remote Work Agreement, the employee's Official Duty Station on their SF-50 must be changed to reflect their Official Remote Worksite as indicated on the Temporary Remote Work Agreement. This change may result in a loss of monetary benefit in some cases or an increase in costs for the DE.
 - (c) The Official Duty Station will revert to the original DOE Worksite of the employee's position of record at the expiration of the Temporary Remote Work Agreement. SHRO/SSCs must be notified at least one pay period in advance that a "Change in Duty Station" personnel action is required.
 - (d) An employee's work duties and responsibilities may be adjusted for the duration of the Temporary Remote Work Agreement to support remote work in accordance with mission requirements.
 - (e) Unless there are extenuating circumstances, supervisors have 30 calendar days to approve or deny an employee's request to be covered by a Temporary Remote Work Agreement. Supervisors must consult with the applicable SHRO/SSC and GC prior to granting or denying such a request.
 - (f) If approved, a Temporary Remote Work Agreement, which consists of 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 Remote Work Agreement and Temporary Remote Work Addendum. Moving without written supervisor approval may result in disciplinary action up to and including removal from federal service.

f. Competitive Area.

- (1) Competitive areas for employees covered by a Remote Work Agreement will reflect the city and state of the employee's reporting DE.
 - (a) For example: an HC employee who lives in Denver, Colorado and works for HC, whose Official DOE Worksite is in Washington, DC, will be assigned to the Washington, DC, competitive area.
 - (b) SHRO/SSCs must submit a competitive area request form to the HC Policy Division when processing SF-50s for new Official Duty Stations commensurate with this section's requirements.

g. Continuity of Operations (COOP) Plans and Emergency Events.

- (1) Telework is an integral part of DOE's COOP at all levels. During any period where an organization is operating under a COOP, the COOP will supersede this Directive, HC PM #106 or its successor, and the provisions of the tele/remote work agreement.
- (2) When changes in the operating status of the Federal Government or a DOE facility or a COOP event impact the normal operations of the Official DOE Worksite/Official Remote Worksite, it is expected that employees on tele/remote work agreements will continue to perform under their tele/remote work agreement. This applies even when such an event occurs on days when employees would normally report to the Official DOE Worksite.
 - (c) Employees on approved tele/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.
 - (d) The final decision to approve WSL rests with the supervisor and will be based upon several factors, such 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 that are common or unique to a given emergency (e.g., power outages, travel delays).

- (3) If there are factors present that prevent or impact an employee's ability to effectively perform their duties at home (e.g., care of small 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.
- (4) Certain emergency-designated employees may be required to report onsite during emergency situations to perform their official duties; such employees are ineligible for telework during emergencies.
- (5) At least annually, supervisors must notify emergency-designated employees in writing of the requirement for them to report to the Official DOE Worksite or work from an alternative worksite when Government operations are disrupted.
- (6) 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-Only Telework Agreement.
- (7) 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.
- (8) Any employee designated as a member of their organization's Continuity Emergency Response Group will be required to have at least a Situational-Only Telework Agreement in place, in accordance with DOE O 150.1, Continuity Programs.
- (9) An employee's Official DOE Worksite/Official Remote Worksite does not change when the employee does not perform work at that site due to an emergency.
- (10) If a teleworking/remote employee is forced to evacuate, they must report the new location (city and state) from which they are teleworking to their supervisor.

h. Performance Management.

- (2) Tele/remote work employees 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.

- (3) Consistent with onsite personnel, employees must be held accountable for the results they are expected to produce while tele/remote working.

i. Work Schedules and Hours of Duty.

- (4) Time spent working, whether onsite or in a tele/remote work status, must be accounted for and reported in the appropriate official timekeeping system (e.g., ATAAPS). Additionally, time not spent working during the employee's tour of duty must be accounted for and reported appropriately.
 - (a) Supervisors must ensure reported time adheres to [DOE O 322.1C, Pay and Leave Administration and Hours of Duty](#), or successor policy.
 - (b) Certifying officials must ensure any time reported for pay purposes in a tele/remote work status includes the proper reason pay code in the official timekeeping system.
- (5) Time spent in a tele/remote work status is official duty time; employees are expected to perform DOE business only.
- (6) Employees must ensure all hours are reported for pay purposes, including regular tours of duty, overtime, compensatory time, or credit hours earned, during which an employee teleworks.
- (7) DEs can use additional tools/technology to validate time and attendance. Such tools/technology are subject to collective bargaining obligations.
- (8) Employees on tele/remote work agreements must be at their alternative worksite (or another location, as approved by their supervisor) during their scheduled tour of duty or approved work hours.
- (9) With supervisory approval, employees may modify certain aspects of their approved work hours while in a tele/remote work status (e.g., begin the workday earlier and end earlier than on those days when they would normally work within a flexible work schedule).
- (10) Tele/remote work and alternative work schedules are different work flexibility arrangements; concurrent use is permissible and encouraged when compatible with mission requirements and individual performance, and in accordance with DE requirements.
- (11) All premium pay provisions that apply to work at the DOE Official Worksite also apply to employees who perform tele/remote work. For example, tele/remote work employees may work overtime only when specifically ordered and or approved in advance by the supervisor.

j. Domestic Employee Teleworking Overseas (DETO) Agreement.

- (1) A DETO Agreement is a temporary overseas remote work arrangement that allows Federal employees to perform the duties of their domestic DOE position of record from an approved overseas location.
- (2) 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).
- (3) All DETO Agreements must be approved by DOS prior to working remotely overseas. All DOE 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.
- (4) Employees working remotely from Hawaii or U.S. territories (Puerto Rico, American Samoa, Guam, Northern Mariana Islands, and the U.S. Virgin Islands) are not required to have a signed DETO Agreement.
- (5) Remote working from an overseas location on a DETO Agreement is distinct from other work flexibilities which may allow an employee who is overseas 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, DEs must consult with the Office of Chief Information Officer (OCIO) and follow any applicable OCIO policies.
- (6) HC PM#108, *Domestic Employees Teleworking Overseas* provides implementing guidelines for authorizing DETO Agreements.

k. Equipment, Supplies, and Connectivity.

- (1) The Department may provide Government Furnished Equipment (GFE) and office supplies necessary for employees conducting official Government business while in a tele/remote work status.
 - (a) Employees must use and maintain GFE in accordance with established DOE policies, practices, and procedures and return GFE to DOE upon termination of their tele/remote work agreement.
 - (b) The DE is responsible for maintaining GFE records and is responsible for paying for the cost of returning the DE's GFE.

- (2) Employees are responsible for ensuring their home workstation space is safe. Employees must take any necessary corrective actions to eliminate potential safety hazards in the home workstation prior to tele/remote working.
 - (c) Employees are required to complete Self-Certification Safety Checklist (see PM#106 or successor) prior to signing a tele/remote work agreement and certify their home workstation will be maintained in a safe, hazard-free condition, and be as free from distraction as possible.
- (3) Employees are responsible for ensuring their approved Official Remote Worksite or alternate telework worksite has the requirements and appropriate resources available to support tele/remote work.
- (4) DOE is not responsible for operating costs; home maintenance; insurance; utilities; internet access; or service, maintenance, damage, or replacement of privately owned equipment used for tele/remote work purposes, including personal printer supplies/paper; or any other incidental costs not expressly authorized. Authorized costs must be approved in writing by the supervisor prior to incurring them.
- (5) If an employee experiences a connectivity problem and is unable to work, the employee must inform their supervisor immediately and routinely try to reconnect to determine if issues have been resolved.
 - (d) If the problem is due to DOE-related networking issues (e.g., Citrix, Global Protect, VPN problems), the employee's timecard should be coded as tele/remote working.
 - (e) If the problem is due to issues at the tele/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.
 - (f) 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.

1. Training.

- (1) Employees and supervisors must complete all required training prior to signing a tele/remote work agreement.
- (2) Employees and supervisors must certify they completed all required training on the tele/remote work agreement.

5. RESPONSIBILITIES.

a. Chief Human Capital Officer.

- (1) Serve as DOE's TMO, the primary point of contact with OPM on tele/remote work matters on behalf of DOE.
- (2) Administer the DOE Tele/Remote Work Program and develop and issue implementing guidance via policy memorandums or other appropriate mechanisms (e.g., tele/remote work agreements, templates) in accordance with applicable regulations, guidance, and requirements.
- (3) Review and incorporate major legislation and OPM policy changes into DOE's implementing tele/remote work guidance.
- (4) Serve as an advisor to agency leadership.
- (5) Serve as a resource for managers and employees.
- (6) Oversee the collection and reporting of data responsive to OPM reporting requirements.

b. Heads of Departmental Elements (HDE) (or Designees).

- (1) Identify a TWC(s) who will assist with administering the Tele/Remote Work Program for the DE.
- (2) Ensure new positions designated as Remote (Restricted) or Remote (All-US) are approved at a senior-level within their DE (i.e., no lower than a Field Site Manager or Principal Deputy or equivalent for Headquarters DEs) to ensure consistent application and mission requirements can be met within their DE.
- (3) If needed, develop DE specific policy that aligns with this Directive and HC implementing guidance via HC PM #106 or its successor. The DE specific policy may include a plan for effectively managing tele/remote work in their respective organizations.

c. DOE COOP Manager.

- (1) Work collaboratively with HC to ensure telework is an integrated part of the Department's COOP Plan.

d. DOE Tele/Remote Work Program Manager (HC Policy Division/Office of Policy, Labor and Employee Relations).

- (1) Maintain and provide supplemental guidance concerning the Department's Tele/Remote Work Program.
- (2) In coordination with the TWC, evaluate the effectiveness of DOE's Tele/Remote Work Program, considering feedback received from stakeholders.
- (3) Serve as a resource for TWCs.
- (4) Coordinate, collect and report tele/remote work data to OPM and other agencies, as needed.
- (5) Maintain Department-level tele/remote work participation reports.

e. DE Tele/Remote Work Coordinators (TWC).

- (1) Collect and maintain copies of tele/remote work agreements; when an electronic telework system is used, the system will serve as the repository for agreements.
- (2) Ensure employees and supervisors complete all required training prior to implementing a tele/remote work agreement and maintain copies of training certificates for respective employees.
- (3) Update new or revised position telework/remote work designations and employee telework/remote work agreements in Corporate Human Resources Information System (CHRIS) or the official HR system every pay period.
- (4) Maintain and provide guidance concerning the tele/remote work plan for their DE.
- (5) Submit tele/remote work participation reports and annual telework recertification statistics/reports to the DOE Tele/Remote Work Program Manager.

f. Servicing Human Resources Offices and Shared Services Centers.

- (1) 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 tele/remote work position designations to ensure accurate documentation in CHRIS or the official HR system when building positions and processing personnel actions.
- (4) Ensure JOAs indicate whether the respective position is tele/remote work (Restricted or All) eligible.
- (5) Ensure new employees are aware of the Department's work-life programs, including tele/remote work.
- (6) Review an employee's eOPF to determine if there is an official permanent disciplinary action leading to permanent ineligibility of telework due to:
 - (a) Being AWOL for more than 5 days in any calendar year; or
 - (b) Violations 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 Federal Government duties.

g. Supervisors.

- (1) Complete all required tele/remote work training prior to approving a tele/remote work agreement.
- (2) For each position or group of similarly situated positions, determine whether any portion of work can be performed at an alternative worksite and, if so, the type of tele/remote work agreement consistent with the DE's tele/remote work approach.
- (3) Notify all employees of their eligibility or ineligibility to tele/remote work—if ineligible, provide the business reason(s) based on the exclusions identified above.
- (4) Review and approve tele/remote work agreements prior to employees beginning tele/remote work.
- (5) Submit requests for duty station changes to the applicable SHRO/SSC at least a pay period in advance of the proposed effective date to ensure for processing.
- (6) Effectively manage tele/remote working employees to maintain compliance with their tele/remote work agreements and take appropriate

steps to terminate the agreement if non-compliance is not promptly corrected.

- (7) Ensure tele/remote work does not diminish employee performance or DOE operations.
- (8) Consult with the Servicing Local Reasonable Accommodation Coordinator and/or Employee Relations Specialist when 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.
- (9) Ensure and certify tele/remote work hours for employees are accurately recorded in the official timekeeping system.
- (10) Absent extenuating circumstances or temporary exceptions made in accordance with 5 CFR 531.605(d)(2), ensure employees are adhering to the work scheduled defined on their telework form.

h. Employees.

- (1) Complete all required training prior to entering into a tele/remote work agreement.
- (2) Ensure a tele/remote work agreement has been submitted and approved prior to beginning the work arrangement.
- (3) Comply with the terms of the tele/remote work agreement.
- (4) Comply with supervisory expectations regarding methods and frequency of communication.
- (5) Protect information used at the alternative worksite in accordance with established DOE policies, practices, and procedures, and comply with all DOE information technology and cybersecurity guidelines.
- (6) Use and maintain GFE in accordance with established DOE policies, practices, and procedures and return GFE to DOE upon termination of the tele/remote work agreement.
- (7) Follow their DE's procedures for reporting changes in commuting methods/patterns because of their telework schedule.
- (8) Request a change to a duty station or telework or remote work agreement in accordance with the procedures set forth in this Order.
- (9) Record all tele/remote work hours accurately in the official timekeeping system.

6. INVOKED STANDARDS. This Order does not invoke any DOE technical standards or industry standards as required methods. Note: DOE O 251.1D, Appendix J provides a definition for “invoked technical standard.”
7. DEFINITIONS.
 - a. Alternate Worksite. An employee’s approved telework site. For a remote worker, it is their approved Official Remote Worksite.
 - b. Domestic Employees Teleworking Overseas (DETO) Agreement: A temporary overseas remote work arrangement that allows Federal employees to perform the duties of their domestic DOE 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 (e.g., territories).
 - c. Local Commuting Area. Defined by GSA as the 50-mile radius surrounding the DOE Worksite or a remote worker’s Official Remote Worksite. Remote employees are eligible for travel reimbursement when reporting to the DOE Worksite if their Official Remote Worksite is outside of the 50-mile LCA of a DOE Worksite.
 - d. Medical Telework. A limited telework arrangement where an employee may be allowed to telework when the position may not otherwise permit for telework or telework more often than typically authorized. A Medical Telework Agreement must be completed by the employee and approved by the supervisor prior to the employee beginning the medical telework arrangement. Medical Telework is an appropriate arrangement for an employee’s medical condition (e.g., definitive periods of confinement, rehabilitation, recuperation) or that of a family member when the employee is expected to provide care for the family member throughout the specified period. A medical arrangement must be supported by acceptable documentation from the applicable medical service provider and provided in advance of medical telework starting unless there is an emergency. The duration of a medical telework agreement is determined by the specified period that the arrangement is in effect but cannot be longer than four months. It may be reduced or extended only once for an additional four-month period, depending on the circumstances. When on a Medical Telework Agreement, an employee is not required to change their duty station.
 - e. Official Remote Worksite. The remote location (usually employee’s residence) from which an employee on a Remote Work Agreement regularly performs.
 - f. Official DOE Worksite. An official DOE 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 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).

- g. Realistic Commuting Distance. The distance a Remote (Restricted) employee might reasonably be expected to commute from their Official Remote Worksite to a DOE Worksite with some regularity (e.g., a few times a quarter) is generally no more than 2.5 hours commuting time or approximately 125 miles in distance. Field sites may define its own reasonable commuting distance based on mission needs and location.
- h. Remote Work Agreement. A written document signed by the employee and DOE to authorize an 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.
- i. Remote Work Arrangement. A work arrangement in which the employee continually works from an approved remote worksite (usually the employee's residence) and is not expected to report to an Official DOE Worksite on a regular and recurring basis. This arrangement is codified on a Remote Work Agreement. A remote work is distinct from telework and results in a change in duty station location to reflect the Official Remote Worksite.
- j. Remote (All US). A designation that a position can support full-time remote work from anywhere in the U.S. With supervisory approval, the employee's Official Remote Worksite may be located anywhere in the United States and [U.S. Territories](#) (i.e., may be outside of the locality pay area of the DOE Worksite) provided the employee can guarantee a secured and continuous internet connection.
- k. Remote (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 DOE Worksite or must be a realistic commuting distance from the DOE Worksite for areas outside of a defined locality pay area (i.e., Rest of the United States locality pay area).
- l. Routine Telework. A voluntary telework arrangement wherein the employee is authorized to telework at least one specific day per pay period on an ongoing, regular schedule for non-medical reasons (e.g., the first Tuesday of the pay period). This is codified on a Routine Telework Agreement. The employee is authorized to telework at an approved alternative worksite on scheduled telework days. The employee must report physically to their Official DOE Worksite at least twice each biweekly pay period on a regular and reoccurring basis. With an approved Routine Telework Agreement, the employee may also telework situationally (i.e., on an ad-hoc basis) with supervisory approval.
- m. Situational-Only Telework. A telework arrangement wherein telework is approved on a case-by-case basis during the pay period. This is codified on a

Situational-Only Telework Agreement. The employee is expected to report onsite daily to the Official DOE Worksite unless a situational telework day is approved for specific non-recurring assignments, special projects, or unscheduled events (i.e., dentist appointment or not physically well enough to come into the office but still able to perform work). Situational telework can also occur in response to a weather or safety event that prevents reporting to the regular workplace.

- n. Telework Agreement. A written document signed by the employee and the supervisory to authorize an employee to telework and specifies if the employee is on a Routine, Situational-Only, or Medical Telework. This written document outlines the terms, conditions, and expectations while on telework.
- o. Telework Arrangement. A work arrangement 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 DOE Worksite. At a minimum, teleworkers are required to report to the Official DOE Worksite at least twice per pay period in accordance with 5 CFR § 531.605(d)(2).
- p. Temporary Remote Work. A 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 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.

8. REFERENCES.

- a. [5 CFR 550, Subpart D](#) – Payments During Evacuations
- b. [5 CFR 531.605](#) – Determining an Employee's Official Worksite
- c. [5 U.S.C. § 6502](#) – Executive Agencies Telework Requirement
- d. [41 CFR 300-304](#) – Federal Travel Regulation System
- e. [OPM Guide to Telework in the Federal Government](#)
- f. [Telework Enhancement Act](#)
- g. [Federal Employees' Compensation Act](#)
- h. [DOE O 150.1](#) – *Continuity Programs*, or successor

- i. [DOE O 322.1](#) – *Pay and Leave Administration and Hours of Duty*, or successor
 - j. [DOE O 331.1](#) – *Employee Performance Management and Recognition Program*, or successor
 - k. [DOE O 333.1](#) – *Administering Work Force Discipline, Adverse and Performance Based Actions*, or successor
 - l. [DOE O 342.1](#) – *Agency Administrative Grievance Policy and Procedures*, or successor
 - m. [DOE M 552.1-1](#) – *U.S. Department of Energy Travel Manual*, or successor
 - n. [DOE HC PM #13A](#) – *Reemployment Priority List*, or successor
 - o. [DOE HC PM #82](#) – *Weather and Safety Leave*, or successor
 - p. [DOE HC PM #100B](#) – *Reasonable Accommodation*, or successor
 - q. [DOE HC PM #106](#) – *Department of Energy's Telework/Remote Work Program*, or successor
 - r. DOE HC PM #108 – *Domestic Employees Teleworking Overseas*, or successor
9. CONTACT. Office of the Chief Human Capital Officer at HC.Policy@hq.doe.gov.

BY ORDER OF THE SECRETARY OF ENERGY:



DAVID M. TURK
Deputy Secretary