

AGREEMENT

Preamble: This agreement is between the U.S. Naval Postgraduate School (“Employer”) and the National Federation of Federal Employees (NFFE) Local 1690 (the “Union”). The Employer and the Union are herein referred to as the “Parties.”

1. Purpose: The purpose of this agreement is to memorialize the parties’ understanding as to resolution of certain outstanding issues regarding the implementation of NPS Instruction 5330.1, Naval Postgraduate School Civilian Telework Policy, dated 24 April 2015.

2. Scope: Upon execution, this agreement binds the Parties as well as all bargaining unit members.

3. Terms and conditions: The Parties agree that NPS Instruction 5330.1 shall be interpreted and implemented subject to the following:

a. Regarding the requirement of paragraph 7.a. that a telework agreement “must be re-accomplished if the employee’s supervisor changes,” a new telework agreement should be completed by the employee and approved or denied by the supervisor within fifteen (15) days after a new supervisor assumes responsibility for the employee. If the employee submits the same terms as his or her prior telework agreement, the supervisor shall agree to those terms in the absence of changes in mission requirements, employee performance or conduct, the needs of the workgroup (e.g. office coverage), or loss of eligibility under the criteria outlined in paragraphs 5 and 6 above occurring since execution of the prior agreement. Denial of a telework request must be justified, in writing, pursuant to paragraph 7.i.

b. Regarding the discretion of a supervisor to deny a telework request or terminate a telework agreement pursuant in paragraph 7.i., denial or termination shall be based on mission requirements, employee performance or conduct, the needs of the workgroup (e.g. office coverage), or loss of eligibility under the criteria outlined in paragraphs 5 and 6 above.

c. A full-time employee teleworking from an alternative worksite outside the local commuting area whose telework agreement is terminated shall be granted sixty (60) days from the date the employee receives notification of the termination of the agreement to report for duty at NPS. This period may be extended to a maximum of 120 days for good cause, upon submission of the employee’s written request.

d. A full-time employee teleworking from an alternative worksite outside the local commuting area whose telework agreement is terminated shall bear the cost of relocation back to the local commuting area, unless otherwise negotiated with the Employer, on a case-by-case basis, as a term of the telework agreement.

e. For purposes of a call back pursuant to paragraph 7.d., the "traditional worksite" is defined to be NPS. Absent exigent circumstances, a full-time employee teleworking from an alternative worksite outside the local commuting area should be given a minimum of seven (7) days advance notice of a call back requirement. Absent exigent circumstances, an employee teleworking from the local commuting area should be given a minimum of twenty-four (24) hours advance notice of a call back requirement.

f. A supervisor may, in his or her discretion, notify an employee of performance or conduct issues warranting termination of a telework agreement and afford the employee the opportunity to correct the deficiencies prior to issuing a notice of termination.

4. Effect on Negotiated Agreement. This agreement shall not be considered an amendment or modification of all or any part of the Negotiated Agreement between the Parties dated 27 Sep 1997. The parties intend for those provisions of the Negotiated Agreement implemented as of the effective date of this agreement to continue, unaltered, in full force and effect.

5. Modification of Agreement. This agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

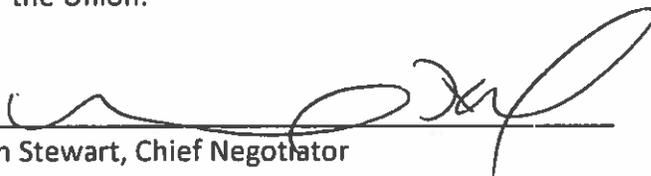
6. Entire Agreement. It is expressly understood and agreed that this agreement embodies the entire agreement between the Parties regarding the agreement's subject matter.

7. Termination of Agreement. This agreement may be terminated at any time upon the mutual written consent of the Parties.

8. Effective Date. This agreement shall become effective on the date it is signed by all parties.

9. Expiration Date. This agreement expires on the date that NPS Instruction 5330.1 is revoked, rescinded, or otherwise found unenforceable by competent authority.

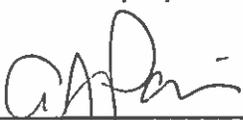
For the Union:



Ken Stewart, Chief Negotiator
Vice President, NFFE Local 1690

DATE: Jan 13, 2014

For the Employer:



Anthony Parisi, Chief Negotiator
Chief of Staff, U.S. Naval Postgraduate School

DATE: 13 JAN 14