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## **Civilian Personnel Telework for Host Nation Employees in Belgium**

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**Summary.** This regulation defines the framework, describes the general conditions and provides general implementing instructions for telework agreements for Host Nation (HN) employees in Belgium.

**Applicability.** This regulation applies to U.S. Forces HN personnel employed by the U.S. Army, The Exchange and all other DoD agencies and field activities in Belgium. For the purpose of this regulation, “U.S. Forces” include all activities except the U.S. Air Force, serviced by the Civilian Human Resources Agency, Europe Region (CHRA-E) in Belgium and positions paid from appropriated or non-appropriated funds.

**Proponent:** The proponent of this publication is the BENELUX Civilian Personnel Advisory Center (CPAC), ATTN: CHRA-EUR-F, Unit 21419, APO AE 09708.

**Supplementation.** Supplementation of this publication is prohibited without prior approval from the BENELUX Civilian Personnel Advisory Center (CPAC), ATTN: CHRA-EUR-F, Unit 21419, APO AE 09708.

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## 1. PURPOSE

This regulation defines the framework, describes the general conditions, and provides general implementing instructions for telework agreements for Host Nation (HN) employees in Belgium. There are many agreed-upon benefits to the introduction of telework for the employer, the employees, and the general public. Those benefits include, among other things, an improved employee morale; a better balance between the employee's work life and home life; reduced commuting-related stress and costs; less environmental pollution; the provision of reasonable accommodation for individuals with disabilities, single parents, or individuals during recovery from an injury or illness; and continuity of operations during emergency situations (for example, natural disasters, weather-related emergency situations, power outages, mass-transit-system problems).

## 2. DEFINITION OF TERMS

a. **Telework.** A voluntary work arrangement under which an employee performs official duties at a worksite other than the regular worksite, either at home or at other locations that are geographically convenient to the employee.

b. **Telework Agreement.** A written agreement completed and signed by an employee and his/her supervisor that establishes the terms and conditions of a telework arrangement.

c. **Telework Eligibility.** The suitability for teleworking based on operational requirements of the agency, the characteristics of a job and the employee performing it, as determined by the employee's supervisor.

d. **Regular Worksite.** An approved location where an employee regularly performs his or her official duties.

e. **Alternate Worksite.** A location away from the regular worksite that has been approved for the performance of assigned official duties (for example, an employee's home).

f. **Home Office Telework.** This term designates any form of telework performed at the employee's place of residence.

g. **Regular and Recurring Telework.** An approved work schedule for an employee to work at an alternate worksite on a regular, recurring or ongoing basis.

h. **Situational Telework.** Work that is performed at a location away from the regular worksite on a non-routine, ad-hoc basis. This includes work performed to complete a short-term special assignment or to accommodate special circumstances, even though it may occur continuously for a specific period.

### **3. IMPLEMENTATION**

#### **a. General Requirements.**

- (1) There is no general entitlement to telework. Telework arrangements are based on a discretionary management decision, primarily in accordance with operational requirements.
- (2) Supervisor will serve as the approving authority.
- (3) The employee and his/her supervisor will sign a written telework agreement. The telework agreement will have no effect on employment contracts or provisions of the labor regulation. Provisions in existing regulations and agreements shall also remain unaffected.
- (4) Government-owned automation and IT equipment will be provided in support of telework.
- (5) Employees must provide for internet and telephone connections at the agreed upon telework site.
- (6) Employees and supervisors will take the fundamental courses that are mandated by the U.S. Forces in the scope of their Telework Program, available at: <https://www.telework.gov/>.

#### **b. Types of Telework Arrangements.**

- (1) There are two types of telework:
  - On a regular and recurring basis. This form of telework can be authorized for a maximum of 2 days per week.
  - On a situational, non-recurring (ad-hoc) basis.
- (2) The types of telework mentioned above offer supervisors and employees the flexibility to conclude the telework arrangement which best meets the requirements of the organization and the personal situation of the employee.
- (3) Either type of telework arrangements must be approved by the employee's supervisor in writing before commencement. The supervisor's approval will be documented in writing.

## **4. RESPONSIBILITIES**

### **a. Employees.**

- (1) To request telework, employees must submit a written request to their first-line supervisor.
- (2) Employees exercising telework will:
  - bear all operating costs (e.g., electricity, heating and costs for internet and telephone connections) generated by teleworking at their home office. The organizations will not reimburse the employees for any of these costs;
  - complete and sign a Safety Checklist for safety features at the home office;
  - maintain a safe work environment at their home office and report home office accidents or injuries to their supervisor without delay. To be noted that home based accidents while teleworking during the agreed teleworking periods will be considered as any work accidents taking place during the performance of the employment contract;
  - inform their supervisor without delay about any circumstances affecting their ability to perform their assigned work at the telework site (e.g., power outage);
  - ensure they can be reached by telephone and email during the agreed upon working time. Employees exercising telework will respond to missed phone calls and emails of supervisors without undue delay.

### **b. Supervisors.**

In accordance with operational requirements and availability of the necessary equipment supervisors of employees requesting telework will:

- (1) Determine whether the position and the employee are eligible for telework;
- (2) Document in writing their concurrence with the telework request.

### **c. Automation and Information Technology (IT) Support.**

Employing organizations will determine the availability of Government-owned automation equipment to support employees performing official duties at alternate worksites, including home offices. Automation equipment must be securely configured and accredited to support telework. If the technology that is essential to the performance of telework is unavailable or not securely configured and accredited to support the required tasks, telework requests cannot be approved.

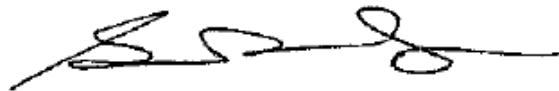
Employees are responsible to ensure that appropriate physical, administrative and technical safeguards are used to protect the confidentiality of records/information at the telework site. Employees are not authorized, under any circumstance, to take classified documents FOUO or higher, whether in a printed or electronic format, to alternate worksites.

## **5. WORKING TIME**

- a. Employees will serve their regular working hours when teleworking.
- b. Teleworking employees will not work overtime at the telework site without prior approval of their supervisor.
- c. Procedures and rules for requesting annual leave, leave without pay, overtime, administrative leave and comp time, as well as sick absences will continue to apply unchanged.
- d. Employees maintain the same rights and obligations as if they were at the workplace, not teleworking.

## **6. TERMINATION OF THE TELEWORK AGREEMENT**

The telework agreement can be terminated in writing by either the employee or the supervisor. In the case of an employer-initiated termination of the agreement the employee must be notified accordingly at least two weeks in advance.



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