



Chemical Safety and Hazard Investigation Board

SUBJECT: TELEWORK PROGRAM

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PURPOSE. This Order establishes policies and procedures for telework by employees of the Chemical Safety and Hazard Investigation Board (CSB).

1. **EFFECTIVE DATE.** This Order is effective upon passage by the Board.
2. **SCOPE.** This Order applies to all CSB employees. This Order does not apply when employees are conducting official agency business at a temporary duty location (e.g., investigators working at an incident scene in accordance with Board Order 40 or travelling to conduct official agency business as set forth in Board Order 49).

3. **REFERENCES.**

- a. Section 359 of [Public Law 106-346](#)
- b. [Public Law 111-292](#) (The Telework Enhancement Act 2010)
- c. [OPM 2021 Guide to Telework and Remote Work in the Federal Government](#)¹
- d. U.S. Chemical Safety and Hazard Investigation Board, Board Order 9: *Absence and Leave*
- e. U.S. Chemical Safety and Hazard Investigation Board, Board Order 10: *Performance Appraisal Program*
- f. U.S. Chemical Safety and Hazard Investigation Board, Board Order 15: *Work Schedule*
- g. U.S. Chemical Safety and Hazard Investigation Board, Board Order 18: *Overtime*
- h. U.S. Chemical Safety and Hazard Investigation Board, Board Order 32: *Reasonable Accommodation Procedures*
- i. U.S. Chemical Safety and Hazard Investigation Board, Board Order 34: *Information Technology Security Program*
- j. U.S. Chemical Safety and Hazard Investigation Board, Board Order 35: *Use of Government Office Equipment*
- k. U.S. Chemical Safety and Hazard Investigation Board, Board Order 40: *Investigations Program*
- l. U.S. Chemical Safety and Hazard Investigation Board, Board Order 42: *Internal Transfer, Reassignment, and Changes in Duty Station and Remote Classification*
- m. U.S. Chemical Safety and Hazard Investigation Board, Board Order 49: *Travel Policy*

4. **DEFINITIONS.**

- a. **Alternate worksite** – a location, other than an employee’s official duty station, that has been approved in advance in accordance with the provisions of this Order as a place from which CSB employees may telework. This definition does not include a temporary duty location to which an employee has traveled to conduct official agency business as set forth in Board Order 49 (e.g., an incident scene).

¹ Other applicable OPM information on telework can be found at <https://www.opm.gov/telework/> and at <https://www.opm.gov/policy-data-oversight/latest-memos/>.

- b. **Eligible employee** – a CSB employee who meets the eligibility requirements for telework set forth in this Order.
- c. **Telework** – an arrangement in which a CSB employee performs officially assigned duties, on a day and during hours when the employee is regularly scheduled to work, at an approved alternate worksite instead of the employee's official duty station.

5. **RESPONSIBILITIES.**

- a. **Human Resources Director (HRD)** – manages the overall implementation of this Order, retains copies of Appendix A to this Order completed and signed by employees and supervisors (and other items as identified herein), and ensures compliance with the provisions of this Order and with OPM telework reporting requirements in consultation with managers. The HRD also serves as the CSB Telework Managing Officer.
- b. **Supervisors** – determine which of their employees are eligible for telework; approve employee requests to telework; manage teleworking employees to ensure the effectiveness and efficiency of their work; monitor employee performance to determine whether employees may continue to telework; ensure that teleworking employees comply with all applicable CSB policies.
- c. **Employees** – familiarize themselves with, and follow, the provisions of this Order and meet performance standards while teleworking.

6. **GENERAL PROVISIONS.**

- a. Subject to any exemptions deemed necessary by the Chairperson or the Board and any collective bargaining obligations, eligible employees must work full-time at their respective duty stations unless excused due to a disability, qualifying medical condition, or other compelling reason certified by the Chairperson and the employee's supervisor
- b. Telework does not change any of the existing terms and conditions of an employee's appointment. All CSB policies – and government-wide statutes, rules, and regulations – apply fully to teleworking employees.
- c. Employees who wish to telework must obtain approval from their immediate supervisor in advance, sign a formal CSB telework agreement, and comply with all other provisions of this Order. Supervisors must review each employee's telework agreement annually.
- d. Telework must not adversely affect the performance of the participating employee or the CSB as a whole. Telework arrangements may be cancelled, in accordance with this Order, if adverse effects occur.
- e. Alternate worksites must be safe, productive, free from excessive interruptions, and provide adequate workspace and protection for government information and

other property.

- f. Alternate worksites must be preapproved.
 - g. As is the case when employees are absent from the employee's official duty station, planned time away from duty on a telework day must be accounted for by working extra hours or with leave approved in advance.
 - h. Employees may only perform official duties during their time on duty while teleworking.
7. **ELIGIBILITY.** All CSB positions have been deemed suitable for telework. An employee must be performing at the "Fully Successful" level or better on all critical elements of their performance appraisal as outlined in Board Order 10 to be eligible to telework. A new employee who has not yet had a performance appraisal is eligible for telework, but, if granted, the new employee's telework approval will be cancelled if the new employee is subsequently determined to not be performing at the "Fully Successful" level or better on all critical elements of their performance appraisal as outlined in Board Order 10. For the purpose of determining eligibility to telework, the performance rating must be documented as either a rating of record or a formal mid-term review. If an employee who is already approved to telework receives a rating of record or formal mid-term review documenting his/her performance at a level below "Fully Successful" on any critical element, the employee's telework agreement must be cancelled immediately.
8. **PROCEDURES.**
- a. Employees who wish to engage in telework must submit a request in writing (by email or memorandum) to their immediate supervisor. All requests to telework must be approved by an employee's immediate supervisor and the Chairperson.
 - b. Upon receipt of a request to telework, supervisors shall review the request and determine the employee's eligibility. The determination of suitability of the employee's work may have been made in advance of receiving the request. If the employee meets all applicable eligibility criteria, the employee must be deemed eligible to telework. The supervisor shall advise the employee of the eligibility determination. If the employee is determined to be eligible, the supervisor shall also consider the employee's proposed alternate worksite. The supervisor may either accept the site or reject it and indicate an acceptable alternative.
 - c. If the supervisor determines that the requesting employee is eligible to telework and the supervisor and the Chairperson approve the telework request, the supervisor shall retain the employee's written request and the written approval and provide a copy to the HRD.
 - d. After an employee's request to telework has been approved, the employee must complete the CSB Telework Agreement (Appendix A), but only once. Supervisors and employees must review Telework Agreements annually at the end of the performance appraisal period, however, and, if needed, update and re-

sign the agreement if there are material changes to the agreement, or the employee no longer meets the requirements for telework.

- e. Employees approved for telework must also review the safety guidelines detailed in Appendix B to ensure worksite safety. Supervisors are responsible for discussing the safety guidelines with their employees before approving the telework agreement. The immediate supervisor must maintain the original of the agreement and provide a copy of it to the employee and the HRD. An employee may not engage in telework until the agreement at Appendix A is completed. If an employee is found to be teleworking without having the agreement properly completed and approved, that employee is prohibited from telework for one (1) month.

9. **CANCELLATION AND SUSPENSION.**

- a. **Cancellation by the agency.** An immediate or second-level supervisor may cancel an employee's telework agreement if: the performance of the teleworking employee begins to decline; the employee commits misconduct, whether or not it is related to teleworking; and/or for any other legitimate business reason. Cancellations for reasons of performance or misconduct may be immediate and do not require advance notice. However, the supervisor ordering the cancellation shall prepare a brief written statement setting forth the reasons for the action, as soon as possible after taking it. The supervisor shall retain the original and provide a copy to the employee whose telework agreement was cancelled and to the HRD. A cancellation based on reasons other than performance or misconduct requires advance written notice to the affected employee. The supervisor ordering the cancellation shall prepare a brief written statement setting forth the reasons for the action and provide a copy to the affected employee and to the HRD as soon as possible.
- b. **Reinstatement.** Employees whose telework agreements are cancelled for performance reasons may not request a new telework agreement until they have received a rating of record or documented mid-term review of "Fully Successful" or better on all critical elements. Employees whose telework agreements are cancelled because of misconduct must wait at least one (1) month before requesting a new telework agreement.
- c. **Cancellation by employee.** An employee may cancel his/her telework agreement for any reason. The employee must provide his/her immediate supervisor written notice of his/her intent to cancel the agreement. The employee and supervisor shall each retain a copy of the notice.
- d. **Suspension.** A telework arrangement can be suspended without notice, even on the affected telework day. However, supervisors should attempt, when possible, to provide employees with advance notice that they will not be able to telework on a particular day(s).

10. **HOURS OF DUTY.** All existing CSB policies on work schedules, including all Alternative Work Schedules (AWS), and leave outlined in Board Orders 15 and 9 fully apply to teleworking employees. Any time away from duty on a telework day must be accounted for by working extra hours or with approved leave. Any failure to observe CSB work schedule and leave rules is, by itself, a basis for cancellation of a telework agreement and possible discipline.
11. **OVERTIME.** Employees may work irregular or occasional overtime or call-back overtime at an alternate worksite (deployments) only when ordered and approved in advance by their supervisor per Board Order 18. Supervisors are responsible for ensuring that teleworking employees only work overtime at alternate worksites when they have been properly authorized to do so.
12. **EMERGENCIES.**
- a. **Changes in operating status.** If the Office of Personnel Management (OPM) changes the government's operating status (e.g., closed, delayed arrival, early dismissal, unscheduled leave) because of an emergency, employees scheduled to telework must still work their usual schedule for the day, unless they cannot perform work because the alternate worksite is also impacted by the emergency that renders conducting work unsafe or impossible. In those cases, teleworking employees shall follow the OPM announcements as if they were working at their official duty stations. Employees are responsible for staying apprised of the government's operating status during an emergency.
 - b. **Unscheduled telework.** On days when OPM changes the government's operating status (e.g., delayed arrival, early dismissal, and unscheduled leave) because of an emergency, employees who are approved to telework may do so, with supervisory approval, even if they were not originally scheduled to telework on that day. However, if OPM closes government offices, employees who are approved to telework must telework unless they use unscheduled leave approved by their supervisor.
13. **SPECIAL SITUATIONS.**
- a. **Reasonable accommodation.** Per Board Order 32, telework may be offered by the agency as a reasonable accommodation to qualified employees with disabilities. When the agency grants a reasonable accommodation in the form of telework, all provisions of this Order apply.
 - b. **Family and medical leave.** Employees who have requested, and been approved, to take a period of leave under the Family and Medical Leave Act (FMLA), may request to telework instead of taking leave for some portion of that period. Supervisors have discretion to approve or decline a telework request during the FMLA period, but such decisions must be coordinated with the Office of Human Resources to ensure compliance with applicable federal law. The FMLA does not entitle employees to telework. Employees cannot be required to telework instead of taking family and medical leave to which they are entitled. When

telework is approved in this situation, all provisions of this Order apply.

- c. **Waiver for extreme personal hardship or other unique circumstances.** At the request of a supervisor, the Chairperson may waive the eligibility requirements for telework to allow an employee who would otherwise be ineligible for telework to do so, if such a waiver is necessary to avoid extreme personal hardship arising from a personal or family emergency or other unique circumstances exist. An employee seeking a waiver shall submit a written request, including an explanation of the emergency and potential hardship or unique circumstances to his or her supervisor. If the supervisor concurs with the request, he or she shall submit the request package to the HRD, who will forward the request to the Chairperson. The Chairperson will render a written decision granting or denying the waiver. Supervisors have full discretion and sole authority to concur with or decline a request, and the Chairperson has full discretion and sole authority to grant or deny a waiver. When telework is approved subject to a waiver of eligibility requirements, all other provisions of this Order still apply. This provision does not authorize the Chairperson to waive any telework eligibility requirement that is established by statute or regulation.

14. **INFORMATION SECURITY.** All provisions of the CSB IT Security Program outlined in Board Order 034 apply fully to teleworking employees. Teleworking employees must pay particular attention to those sections of the IT Security Program dealing with mobile computing and protection against the introduction of viruses or other malicious software into CSB systems.
15. **RECORDS MANAGEMENT.** Materials created or received by employees in the course of performing their official duties while teleworking are Federal records to the same extent they would be if created or received while working at the employee's official duty station. Teleworking employees are responsible for ensuring that any records they create while working at an alternate worksite are incorporated into the CSB's recordkeeping systems in accordance with Board Order 19.
16. **GOVERNMENT-ISSUED EQUIPMENT.** Employees who are normally issued government-owned portable computers and telecommunications equipment must use them for the performance of official duties in accordance with Board Order 35 while teleworking. Employees may not use personally-owned equipment to perform official duties while teleworking without approval from the CSB's Chief Information Officer. Neither the CSB nor the United States Government will be liable for any loss, damage, malfunction, or ordinary wear-and-tear to personally-owned equipment resulting from the use of such equipment for the performance of official duties while teleworking.
17. **SAFETY.** Employees are solely responsible for ensuring the safety of their alternate worksites. Employees must review the Safety Guidelines for Telework (Appendix B) before they begin teleworking. A request to telework may be denied, or an existing agreement cancelled, based on safety problems or hazardous materials at the alternate worksite.

18. **WORKERS' COMPENSATION.** Teleworking employees are covered by the Federal Employees Compensation Act (FECA) and may qualify for payment for on-the-job injury or occupational illness. Any potentially work-related injury or illness that occurs at an alternate worksite should be reported immediately to the DASHO and the employee's immediate supervisor.
19. **EXPENSES.**
- a. All existing Federal laws and regulations, and CSB policies and procedures, controlling the authorization of official expenditures apply to telework situations.
 - b. The CSB will not reimburse employees for personal expenses that may result from telework.
 - c. The CSB will not pay the charges for personal telephone and data services (including internet service providers) used to perform work while teleworking. Employees should use their government cell phone when their official duties require them to make toll calls.
20. **REVIEW AND UPDATE.** The Office of Human Resources is responsible for reviewing this Order at least every two (2) years and for proposing revisions to the Board when appropriate in consultation with the Chairperson and Office Directors of the CSB. In the event that the Board consists of only a single Member (whether the Chairperson or another Member), that single Member may not amend or revoke this Order.

CHEMICAL SAFETY AND HAZARD INVESTIGATION BOARD

September 13, 2004; Amended, September 16, 2005; Amended, October 2, 2006; Amended, October 5, 2007; Amended, October 23, 2008; Amended, October 29, 2010; Amended, February 1, 2016; Amended, January 17, 2025; Amended, February 18, 2025.

CSB Telework Agreement

Employee: _____

Date of Agreement: _____

Supervisor: _____

1. The above-named employee (hereinafter “you” or “your”) voluntarily agrees to telework from an alternate worksite approved by your supervisor and to follow the procedures of CSB Board Order 37. You acknowledge that this telework agreement is not an entitlement and may be cancelled or suspended as provided in this agreement and CSB Board Order 37.
2. You understand that you may not telework from a different alternate worksite without approval from your supervisor and the Chairperson. All pay, leave, and travel entitlements are based on your official duty station.
3. You agree not to conduct personal business while in official duty status at the alternate worksite.
4. You understand and acknowledge that telework does not change any of the existing terms and conditions of your appointment, and that all CSB policies – and government-wide statutes, rules, and regulations – apply fully to teleworking employees, regardless of whether those policies, statutes, rules, and regulations are specifically cited in this agreement.
5. You understand that telework does not change established performance expectations, and that you will continue to be evaluated according to the elements and standards in your performance appraisal plan. You understand and acknowledge that a decline in performance is sufficient grounds for canceling the telework agreement.
6. You understand that if you receive a rating of record or formal mid-term review documenting your performance at a level below “Fully Successful” on any critical element, your telework agreement will be cancelled immediately, in accordance with CSB Board Order 37.
7. You and the CSB agree that your usual schedule will be the same as the usual schedule currently in effect for you at your official duty station. You agree to follow all established policies and procedures set forth in CSB Board Order 15, *Official Workdays, Office Hours and Flexible Work Schedules*.

8. You understand that any time away from duty on a telework day must be accounted for by working extra hours in accordance with CSB Board Order 15 or with approved leave. You agree to follow all established CSB policies and procedures for requesting and using leave, in accordance with CSB Board Order 9, *Absence and Leave*.
9. You understand and acknowledge that any failure to observe CSB work schedule and leave rules is, by itself, a basis for cancellation of the telework agreement and possible disciplinary action.
10. You agree not to work overtime at the alternate worksite unless specifically authorized by your supervisor to do so. The supervisor agrees to ensure that you do not work overtime at an alternate worksite except as allowed under the CSB Telework Program.
11. The CSB agrees, and you understand, that a telework agreement is not a basis for changing your salary or benefits.
12. You agree to provide and/or maintain at the alternate worksite, a work area adequate for performance of official duties.
13. You agree to review the CSB's Safety Guidelines for Telework to assess that the alternate worksite is safe before beginning to perform work there.
14. You understand and agree that you are bound by CSB standards of conduct while working at the alternate worksite.
15. You understand and acknowledge that all provisions of the CSB IT Security Program outlined in CSB Board Order 34 apply fully to teleworking employees. You further agree to pay particular attention to those sections of the IT Security Program dealing with mobile computing and protection against the introduction of viruses or other malicious software into CSB systems.
16. You agree to comply with CSB Board Order 35 and to protect any Government-owned equipment and to use the equipment only for official purposes. You understand that you may not use of personally-owned equipment to perform official duties while teleworking without approval from the CSB's Chief Information Officer. You understand and acknowledge that neither the CSB nor the United States Government will be liable for any loss, damage, malfunction, or ordinary wear-and-tear to personally-owned equipment resulting from the use of such equipment for the performance of official duties while teleworking.
17. You understand that all existing Federal laws and regulations, and CSB policies and procedures, controlling the authorization of official expenditures apply to telework situations.
18. You understand that you do not relinquish any entitlement to reimbursement for *authorized* expenses incurred while conducting business for the CSB, as provided for by statute and regulation.

19. You understand and acknowledge that neither the CSB nor the United States Government will be liable for damages to your personal or real property occurring while you are performing official duties at the alternate worksite, except to the extent that may be permitted under the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.
20. You understand that you are covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the alternate worksite. You agree to notify the CSB Designated Agency Safety and Health Official and your supervisor immediately of any accident or injury that occurs at the alternate worksite and to complete any necessary documentation. The supervisor agrees to investigate any such report immediately, in accordance with the CSB Occupational Safety and Health Program.
21. You understand that a telework arrangement can be suspended without notice, even on the affected telework day. The CSB agrees to attempt, when possible, to provide you with advance notice that you will not be able to telework on a particular day(s). The CSB agrees to allow you to suspend your telework arrangement for any reason.
22. The CSB agrees to allow you to permanently cease teleworking after notice to your supervisor as provided by CSB Board Order 37. You understand that the CSB may cancel the telework arrangement. The CSB agrees to follow the applicable procedure set forth in CSB Board Order 37 when ordering cancellations.
23. Nothing in this agreement precludes the CSB from taking any appropriate disciplinary or adverse action against you, in the event you fail to comply with the provisions of this agreement, CSB Board Order 37, any other CSB Board Order, CSB policy, or Federal statute or regulation.

Employee's signature and date: _____

Supervisor's signature and date: _____

Safety Guidelines for Telework

Workplace Environment

1. Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance? Yes [] No []
2. Are all stairs with four or more steps equipped with handrails? Yes [] No []
3. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling, overloaded circuit breakers)? Yes [] No []
4. Will the building's electrical system permit the grounding of electrical equipment?
Yes [] No []
5. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?
Yes [] No []
6. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? Yes [] No []
7. Are chair casters (wheels) secure and/or are the rungs and legs of the chairs sturdy?
Yes [] No []
8. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes [] No []
9. Is the office space neat, clean, and free of excessive amounts of combustibles?
Yes [] No []
10. Are floor surfaces clean, dry, level, and free of worn or frayed seams?
Yes [] No []
11. Are carpets well secured to the floor and free of frayed or worn seams?
Yes [] No []

12. Is there enough light for reading? Yes [] No []
13. Is the work area free of indoor air quality problems? Yes [] No []
14. Is the work area free of excessive noise? Yes [] No []
15. Are the exits and exit pathways from the work area clearly marked and unobstructed?
Yes [] No []

Computer Workstation (if applicable)

16. Is your chair adjustable? Yes [] No []
17. Do you know how to adjust your chair? Yes [] No []
18. Is your back adequately supported by a backrest? Yes [] No []
19. Are your feet on the floor or fully supported by a footrest? Yes [] No []
20. Are you satisfied with the placement of your monitor and keyboard? Yes [] No []
21. Is it easy to read the text on your screen? Yes [] No []
22. Do you have enough leg room at your desk? Yes [] No []
23. Is the screen free from noticeable glare? Yes [] No []
24. Is the top of the screen at eye level? Yes [] No []
25. Is there space to rest the arms while not keying? Yes [] No []
26. When keying, are your forearms close to parallel with the floor? Yes [] No []
27. Are your wrists fairly straight when keying? Yes [] No []