| DEPARTMENT OF HOMELAND SECURITY  U.S. COAST GUARD  **ADMINISTRATIVE REMARKS** |
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| **PRIVACY ACT STATEMENT**  Pursuant to 5 U.S.C. §552a(e)(3), this Privacy Act Statement serves to inform you of why DHS is requesting the information on this form.  **AUTHORITY**: 14 U.S.C. § 505  **PURPOSE**: To document a USCG service member’s achievements, accomplishments, Uniform Code of Military Justice (UCMJ) infraction(s), or any other USCG military pay or personnel activity.  **ROUTINE USES:** Authorized USCG officials will use this information to validate a USCG service member’s achievements, accomplishments, UCMJ infraction(s) or any other USCG military pay or personnel activity. Any external disclosures of information within this record will be made in accordance with DHS/USCG-014, Military Pay and Personnel, 76 Federal Register 66933 (October 28, 2011).  **CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** Providing this information is voluntary. However, failure to provide this information may result in a delay in administrating this form. |
| Entry Type: Performance and Discipline (P&D-8A)  Reference: Art. 1.A.3., Discipline and Conduct, COMDTINST M1600.2 (series)  Responsible Level: Unit  Entry:  DDMMMYYYY: You are a reserve military member; your official worksite is your permanent duty station and you have requested to telework while on inactive duty (IDT) orders pursuant to the Coast Guard Telework Program, COMDTINST 5330.4 (series) and Unit Telework Instruction, UNITINST, 5330.4 (series). The type of telework you have requested is “Situational” (episodic, intermittent, unscheduled, or ad-hoc) only while on IDT orders. Your telework location will be LOCATION. When entering your IDT drills into Direct Access (DA), you will insert “Request to Telework” in the comments block of your Schedule Drills Detail menu. You will not commence telework until your drills are placed in a pending status in DA by your Command.  Uniform Code of Military Justice (UCMJ):  Pursuant to Article 2(a)(3) of the UCMJ, while teleworking in accordance with Coast Guard Telework Program, COMDTINST 5330.4 (series), and Unit Telework Instruction, UNITINST, 5330.4 (series), on IDT orders submitted and pending in DA, you are drilling pursuant to written orders and subject to court-martial jurisdiction during your drill periods. Further, court-martial jurisdiction may extend beyond your drill period depending upon the circumstances of your case. Pursuant to UCMJ Article 2(d)(1), you may be ordered to active duty for the purposes of nonjudicial punishment, an Article 32 investigation, or trial by court-martial for offenses committed while on IDT orders.  Injury Compensation:  As a reserve military member, you may be entitled to health care if you are injured while teleworking pursuant to 10 U.S.C. § 1074a and Coast Guard regulations under Reserve Policy Manual, COMDTINST M1001.28 (series). However, this entitlement will only exist if the injury occurs while in the line of duty. If you are authorized to telework from home or an alternate work site (AWS) of your choosing (hereinafter – telework location), you will not be considered traveling to or from your drill location nor are you considered as required to remain overnight as a result of your duty status. Accordingly, for purposes of medical coverage while serving on IDT orders while teleworking from your telework location, you may only be considered in a duty status and acting in the line of duty under the law and Coast Guard policy from the time that you commence each IDT period to the time that you end that IDT period. If you are injured performing activities unrelated to your IDT orders you may be considered not in the line of duty and may be ineligible for health care benefits. |

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| Entry*: (Continued from previous page)*  IDT periods must be entered into Direct Access (DA) in accordance with Coast Guard policy and, if authorized and in a pending status, will commence once you log onto the Coast Guard Data Network or, if unable to log on, once you have contacted your supervisor telephonically to commence your drill. Once logged on, you will send an email to your supervisor to confirm the start of your drill. Similarly, you will end your IDT drill at the time scheduled in DA and confirm with an email or telephone call, as appropriate. If performing a multiple drill and taking a break inbetween, your break will coincide with your drilling schedule in DA and you will report your stop and start times as described above (via email or telephone, as appropriate).  By signing this form, you acknowledge that your command and other appropriate officials may initiate action to recoup pay, allowances, and health care costs, paid to you or on your behalf, to which you are or were not entitled if a determination is made that your injury, illness, or disease was not incurred or aggravated in the line of duty.  You agree to immediately notify your supervisor of any accident or injury that occurs at the telework location; the supervisor will investigate your report immediately.  Other:  You understand that, with sufficient notice, you may be directed to report to the office on a scheduled telework day based on operational needs and requirements. You are also expected to attend staff meetings at your official duty station, as scheduled.  During emergency situations when the office closes on your scheduled telework day, you understand that you are expected to telework or request to reschedule your drill(s), or a combination of both, for the full IDT periods as recorded in DA.  In the event of inoperable IT equipment and/or network connectivity is unavailable, you are required to work on offline tasks, report to your regular or other approved worksite, or request to reschedule your drill.  You completed the required telework training on DATE. Your supervisor, NAME, completed the required telework training on DATE.  Voluntary Participation: You voluntarily agree to work at the approved alternative work site indicated above and to follow all applicable policies and procedures. You understand that telework is not a right or entitlement and your participation may be denied or terminated based on my performance or operational needs, in accordance with Coast Guard Telework Program, COMDTINST 5330.4 (series).  Official Duties: You shall perform official duties only at the official duty station, or the Coast Guard-approved telework location identified above, and will not conduct personal business, such as caring for dependents or making home repairs, while in an official duty status at the telework location. |
| Entry*: (Continued from previous page)*  Equipment and Supplies: You shall protect any Coast Guard-owned equipment and use it only for official purposes. The Coast Guard may install, service, and maintain Coast Guard-owned equipment. You shall install, service, and maintain any personal equipment you use. The Coast Guard may provide and/or reimburse you for all necessary office supplies and business-related long distance telephone calls. The Coast Guard will not reimburse any personal internet  service provider costs.  The Coast Guard agrees to provide the following equipment: EQUIPMENT.  Security: You will comply with Coast Guard security policies and protect all Coast Guard resources, including Coast Guard data and information being used at the telework location.  Liability: The Coast Guard assumes no liability for damage to a teleworker's personal or real property. DHS and Coast Guard policy prohibit hold harmless/indemnification agreements or clauses as they implicate a violation of the Anti Deficiency Act, 31 U.S.C. § 1341. Therefore, the Coast Guard may not assume liability for injury or damages, except as provided by law in the Federal Tort Claims Act, as amended (28 U.S.C. §§ 2671-2680) or Military Personnel and Civilian Employees Claims Act (31 U.S.C. § 3721).  Work Area and Inspection (residential telework locations only): You shall provide a furnished work area that is adequate for performing official duties. You agree to permit the Coast Guard to inspect your worksite during normal working hours at a mutually agreed upon appointment, to ensure the proper maintenance of Coast Guard-owned property and conformity to safety standards.  Telework Location Costs: The Coast Guard will not pay the operating costs associated with using your home as a telework location (e.g., home maintenance and insurance, locally procured official mail/shipping supplies, or postage) except for authorized home telecommunications costs (e.g. business-related long distance calls). The Coast Guard will not reimburse any personal internet service provider costs. However, you do not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Coast Guard, as provided for by statute and implementing regulations.  Work Assignments: You shall complete all assigned work according to procedures your supervisor and you mutually agree to.  As a reserve military member, to maintain telework eligibility, you understand that you must not be on performance probation and must have no documented misconduct within the past 12 months involving violation of the Uniform Code of Military Justice, to include non-judicial punishment or conviction by military court-martial/civilian court. You must also have a minimum average of 4 on your most recent Enlisted Employee Review or Officer Evaluation Report. If you are enlisted, you understand that you must have a satisfactory conduct mark on your most recent Enlisted Employee Review. A decline in performance may be grounds to cancel a telework agreement. |

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| Entry*: (Continued from previous page)*  Disclosure: You shall protect Coast Guard and government records from unauthorized disclosure or damage and will ensure that records are incorporated only into Coast Guard files or electronic recordkeeping systems and will comply with the requirements of the Freedom of Information and Privacy Act Manual, COMDTINST M5260.3 (series). You will not store, gain access to, or use classified information at home or at a non-Coast Guard work site.  Standards of Conduct: You understand the Coast Guard standards of conduct continue to apply to you while you work at your telework site(s) in accordance with the Standards of Ethical Conduct Manual, COMDTINST M5370.8 (series).  Denial or Termination: After appropriate notice to your supervisor, you may resume working at your regular worksite. After appropriate notice to you, the Coast Guard may instruct you to resume working at your assigned duty location, if: (1) your performance declines; (2) your participation adversely impacts organizational needs; (3) the need for inoffice interaction between you and your coworkers or customers arises; or (4) for other work-related reasons. The Coast Guard will follow the applicable administrative or negotiated telework procedures to effect the denial or termination of telework agreements.  Employee Preparedness Plan: You have prepared a personal preparedness plan for the telework location following the guidance available at www.ready.gov.  Other Actions: Nothing in this agreement precludes the Coast Guard from taking any appropriate disciplinary or adverse action against you, if you fail to comply with the provisions of this agreement.  A. B. SEA, CAPT, USCG Commanding Officer  DDMMMYYYY: I acknowledge the above entry.  FIRST MI LAST | | |
| 1. NAME OF PERMANENT UNIT | 2. NAME OF UNIT PREPARING THIS FORM | |
| 3. NAME OF MEMBER (Last, First, Ml) | 4. EMPLOYEE ID NUMBER | 5. GRADE/RATE |

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