UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JUN - 9 1999

OFFICE OF
EXECUTIVE SUPPORT

MEMORANDUM

SUBJECT. Guidance for Flexiplace and Alternative Work Space

FROM. Diane N Bazzle, Director
Office of Executive Support

TO· Office of the Administrator Managers and Supervisors

I am pleased to provide the Office of the Administrator (AO) managers and supervisors with a comprehensive manual which outlines the guidance for two very important workplace issues· Flexiplace and Alternative Work Space. The information in this manual reflects the separate agreements signed by EPA management with the American Federation of Government Employees (AFGE) and the National Treasury Employees Union (NTEU) As you use this tool, it will be important to be aware of the particular bargaining unit to which the employee being considered for one of these opportunities belongs.

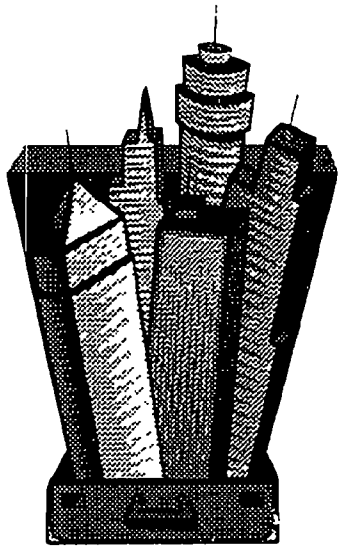
It is extremely important to understand that Flexiplace and Alternative Work Space are two separate workplace programs and cannot be used interchangeably The ***Flexiplace Program*** provides employees the opportunity to work at a place other than the regularly assigned work site such as satellite locations or their residences; work arrangement is discretionary on the part of management and voluntary on the part of the employee. The ***Alternative Work Space Program*** is a program that considers an employee's request to work at a location other than the officially assigned work station ***solely*** because of claims of adverse health effects caused or aggravated by some conditions associated with the officially assigned work site.

We hope you will find this manual to be a useful tool Please feel free to contact your administrative contact in the Office of Executive Support if you have any questions.

Attachment

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (40% Postconsumer)

Briefing/Training Guide



FLEXIPLACE

EPA Headquarters

Briefing/Training Guide

May, 1999

CONTENTS

Introduction

Q & A s

Matrix (EPA Policy, NTEU, AFGE Agreements)

Greater Washington, D C Area Federal Interagency Telecommuting Centers

"Being A Telecommuter"

"Supervising Telecommuters"

EPA Non-Bargaining Employees Program

Introduction

EPA's Flexible Workplace Program (Flexiplace) goes back to 1990-1991 when the Agency joined 14 other federal agencies in a home-based, flexiplace pilot program operated and evaluated by OPM and GSA As a result of the two year program, OPM assured all federal agencies of their authority to establish such programs and encouraged their use EPA s Flexiplace programs continued under the OPM guidance until the Agency issued a new Flexiplace Policy document (#3180 - EPA Flexiplace Policy, December 23, 1997) The differences between the old guidance and the new policy were primarily procedural and editorial The policy includes updated forms, an updated standard work agreement and clarified terms and definitions

An American Federation of Government Employees (AFGE) National Collective Bargaining Agreement for flexiplace was negotiated and signed effective November 13, 1998 The agreement must be implemented as approved by all organizational locations (including Headquarters) within the AFGE National Council

Similar negotiations and agreement have been concluded at Headquarters with the National Treasury Employees Union (NTEU) Chapter 280 That agreement is effective April 17, 1999

(NOTE The policy document and the two union agreements may be found on EPA's Intranet Website http //intranet epa gov/rmpolicy/hr)

This guide answers the most frequently asked questions about flexiplace, provides a matrix of the major subject areas for the Policy document and the two union agreements, information on the Greater Washington, D C Area Federal Interagency Telecommuting Centers, and do's & don'ts for employees and supervisors It is intended to include the applicable guidance to meet the training requirement

Flexiplace -- Frequently Asked Questions

General

1 What is Flexiplace?

Flexiplace is the assignment to work at an alternate work location other than an employee's official work station.

2. Is participation in Flexiplace an employee right?

No. Flexiplace is a work arrangement that is discretionary on the part of management and voluntary on the part of the employee.

3. What are the different types of Flexiplace?

Regular, episodic, and medical. In general, regular Flexiplace involves the performance of existing duties at an alternative work location on a regular and recurring basis. Episodic Flexiplace involves discrete work or assignments of specific limited duration that can be performed at an alternative work location. Medical Flexiplace involves the continued accomplishment of agency work while an employee has a temporary medical condition that does not affect the employee's ability to perform his or her regular work assignment at the alternative work location. Please refer to the appropriate section in the agency policy or union agreements for more specific guidance.

4 How is Flexiplace different than alternative work space?

These are two separate programs The alternative work space program covers those employees who, through approved medical documentation, may work at a location other than their official work site due to problems associated with the building or office space. It is a program with its own application process and criteria.

5. Is there a budget for Flexiplace?

No specific funding has been provided for Flexiplace. This means that any associated costs (e.g., extra computers, modems, dial-in lines, phone charges) will come from the operating budget Approval will be based on availability and additional cost to the Agency among other factors.

6. Will there be a limit on the number of people who are allowed to participate?

Not at this time.

7 *Are there any job categories or occupations that are automatically excluded from participation?*

No. Applications will be reviewed on an individual basis.

8. *Can SEE enrollees and contractors participate in Flexiplace?*

No. The Flexiplace program applies only to EPA employees.

9 *Can part-time employees participate?*

Yes. However, one of the approval criteria is that the employee's work schedule be sufficient to provide both office and Flexiplace days.

10. *Do employees need to re-apply for Flexiplace even if they were on existing pilot Flexiplace arrangements prior to the agency policy or negotiated agreements with the unions?*

Yes All employees need to re-apply according to agency policy or appropriate union agreement.

11. *If an employee is denied one type of Flexiplace, can the employee apply for another type of Flexiplace?*

Yes. For example, regular Flexiplace may not be appropriate but episodic Flexiplace could be an option, assuming established criteria are met.

12. *If an employee is removed from Flexiplace participation, can the employee re-apply after a specified length of time?*

An employee can reapply after 6 months.

13. *What type of training is required before entering into a Flexiplace agreement?*

The training requirement is intended to assure that program participants (employees and their supervisors) receive applicable guidance that covers Flexiplace policies and guidelines, as well as personal and occupational aspects of Flexiplace agreements. That may include training and/or other types of communication which provides an overview of the program and the requirements for participation.

14 *Can the employee make changes to their alternative work location, work schedule or other aspects of their tour of duty?*

The policy guidelines provide for maintaining one's regularly scheduled tour of duty, hours, etc. Any deviations from maintaining existing schedules should be negotiated with the employee's supervisor.

15. *Can you remain on a compressed work schedule and also be on Flexiplace?*

Yes.

16 *Can supervisors limit the number of days to specific days because of the employee's existing compressed work schedule?*

Supervisors will consider the criteria contained in the policy and agreements and determine the number of Flexiplace days based on the individual merits of each request. The specific days can be designated by management based on reasonableness and practicality of the request with respect to such issues as complexity of administrative arrangements that need to be made or potential impact on other employees' workload.

17. *Why is there a safety checklist? How does the employee certify the items on the checklist? Does it refer just to the work area or to the whole house? What does the supervisor's signature signify? Certification? Receipt?*

The safety checklist in an OSHA requirement for all federal agencies with Flexiplace programs. The employee is expected to certify the conditions to the best of their knowledge. Most of the items on the checklist refer to the space designated as a work area. For instance, if an employee has a second-floor office/study to be used as an Alternative Work Location (AWL), but there is water on the floor in the basement, the office could be reasonably reported as "safe" because the basement is distant, not work-related, and not used as a Flexiplace work area. On the other hand, if the home has an asbestos problem, that would extend to the whole house, including the AWL. The supervisor's signature on the form only acknowledges receipt of the safety checklist. A safety inspection would need to be conducted to certify anything more. If an accident or injury should occur in the AWL, it is important to notify your supervisor immediately.

18. *If the employee requests to work at a government worksite or GSA-approved telecenter, do they need to complete the Self-Certification Safety Checklist?*

No. The presumption is that a GSA-approved telecenter or other government facility would meet existing workplace safety standards.

19. *If I am on approved Flexiplace, must I give out my home phone number?*

The Flexiplace program requires that you be accessible to the supervisor, co-workers and customers to the same extent that you are in the office, by phone and LAN This includes your agreement to release your home telephone number or the number of your AWL to "customers."

20. *Does application for Flexiplace presume that you have day care arrangements taken care of for Flexiplace days?*

The Work Agreement you sign certifies that you will not conduct unauthorized

personal business, such as day care or elder care, while in official duty status, and that you will arrange for any dependent care and other personal responsibilities so as to ensure work without interruption.

21 *Does EPA have to install telephone lines, computers or other equipment at employee's home if they are approved to work at home?*

The agency will provide appropriate equipment, when it is available, for employees to perform work at the Flexiplace work site. The agency may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances. These decisions are made on an individual basis based on the job and availability of funds and equipment.

22. *If an employee has a home computer, is there still a cost to the Agency?*

Even if the employee also supplies a modem, there are likely to be other costs associated with upgraded dial-in capacity, software licensing, and increased telecommunications charges.

23. *What are the rules with respect to taking Confidential Business Information (CBI) or other confidential materials out of the office?*

The rules vary depending upon which statute/regulations govern the use of the documents.

24. *Can I request overtime for work performed at home, either at night or on weekends?*

The rules for overtime are the same at the AWL as they are in the office. The overtime must be properly authorized and approved in advance.

25. *If I am a part-time employee can I work extra non-overtime hours at the AWL?*

Any extra hours must be approved in advance, just as in the office.

26. *Can Flexiplace be requested for less than full day(s)?*

Yes. Nothing in the agreement precludes it.

27. *The agreement references codes to be used on the timecards for Flexiplace days. What are they?*

Code "C" should be used for employees on regular 8-hour schedules (or less if part-time); code "D" should be used for employees on compressed schedules. These should be recorded in the "other absence" column.

28. *How will supervisors monitor employees' work at the AWL?*

EPA Non-Bargaining Employees Application

In order for work to be approved for Flexiplace it must be defined and measurable. Those measures should ensure that the work is being performed. In addition, the employee is expected to be at work and accessible by phone or e-mail throughout their regularly scheduled work day. In some cases, employees may be asked to keep hourly logs of work completed. Unauthorized absences will be treated the same as if they occurred in the office—i.e., subject to disciplinary action and/or removal from the Flexiplace program as appropriate.

29. *How does participation in Flexiplace affect participation in the Transit Subsidy program?*

If an employee's transportation costs are reduced to under the amount allocated, he or she must request a reduction in the amount of transit subsidy requested. If the employee already received money for a particular month that was not fully used, he or she must request a reduction in the next month's subsidy.

30. *If the government shuts down for weather related reasons, does the employee get credited for compensatory time or overtime if they work on their Flexiplace day from their approved alternative work location?*

If the employee is on approved Flexiplace the day the government shuts down, the employee is expected to work their normal tour of duty from their alternative work location. The employee is not entitled to compensatory time or overtime pay.

31. *Can I vary my schedule at the AWL?*

You are required to work the same schedule that applies at your regular work site.

32. *Who do employees contact if they have additional questions on Flexiplace?*

Employees should contact their supervisor or their respective union representative. Managers and supervisors should contact the Labor Relations Office.

33. *Where can employees get copies of the agency policy and negotiated agreements?*

Copies can be obtained at EPA's Intranet Website: http://intranet.epa.gov/rmpolicy/hr.

34. Is there a re-certification requirement?

As indicated in Flexiplace, annual certification is required.

Application and Approval

35. *How does an employee apply for Flexiplace?*

Depending on which bargaining unit they are in, the employee must complete the appropriate application for Flexiplace and submit all required materials to their immediate supervisor for consideration.

36 *Who signs and approves Flexiplace applications?*

Management. Depending on the organization, the employee's supervisor, upper management (or a management committee in some organizations) may review and make decisions on the applications.

37. *Can the same supervisor sign and approve the Flexiplace application?*

Yes. Management will make the decision on all applications.

38. *What are the criteria for approving/disapproving Flexiplace?*

The agency policy and both union agreements lay out the specific criteria. Generally, they involve such factors as portability of work, customer service, available equipment and costs.

39. *Who has the final authority to approve/disapprove applications or specific elements within the application?*

Management.

40. *How much time do supervisors have to approve or disapprove an Flexiplace application?*

Normally, supervisors should make their decisions on applications within 15 calendar days.

41. *If an employee is denied Flexiplace, can the employee re-apply after a specified length of time?*

The employee may re-apply at any time if any aspects of the application change (e.g., new work duties, new supervisor).

42. *If an employee's application for Flexiplace is not approved, what are the appeal rights?*

Disapprovals may be grieved under the negotiated grievance procedure for bargaining unit employees or the administrative grievance procedure for non-bargaining unit employees. The first step of this process is to take the matter up with the immediate supervisor in an attempt to settle it informally.

43. *Who determines where the employee will work (home, GSA-approved telecenter, other)?*

Management.

44. Does the alternative work site or location need to be within the local commuting area?

The program and participant requirements of the EPA Flexiplace policy anticipated that the work site location be within the local commuting area, however, geographical location, by itself, is not among the criteria for disapproval. The EPA Labor Relations Staff should be consulted in these situations.

45. Can employees request and be approved for more than one type of Flexiplace?

In unique circumstances, employees may be approved for different types of Flexiplace at the same time. For example, an employee may be approved for regular Flexiplace and later suffers a temporary illness or medical condition that prevents them from performing their job duties in their normal work site. Upon providing appropriate medical evidence, the employee could apply and be approved for medical Flexiplace for the remaining work days. The employee would continue to perform his or her regular work assignments.

46. Are different eligibility requirements used for the different types of Flexiplace?

Generally, the requirements for eligibility are the same for all types of Flexiplace, but under episodic Flexiplace, the nature of the work will usually be a project or a discrete portion of a project that is of short duration, with measurable work products of an infrequent or occasional nature. Under medical Flexiplace, the decision to approve/disapprove will also be based on the employee's ability to provide definitive, conclusive medical evidence concerning his/her temporary medical condition, and will include an expected return-to-work date, not longer than six months

47. What is meant by "timely advance request" under employee responsibilities (p. 3 of the Agreement)?

Circumstances may vary widely depending on the various types of Flexiplace involved, the nature and duration; therefore no specific advance notice period is specified. Employees should use good judgement in providing as much lead time as possible in light of management's responsibility to evaluate the various aspects of the request. An employee with a planned medical situation of substantial duration (e.g., one month), for example, would want to provide more advance notice than a request for a one-day episodic request that arose as the result of an unanticipated assignment.

48. How many days can employees work under regular Flexiplace?

Normally, employees may be approved to work no more than two days per week at the alternative work location. For more specific guidance, refer to the definitions section in the appropriate agency policy and negotiated agreements.

49 *What happens if I am on a Flexiplace agreement and I change jobs or there are other changes in my assignments?*

These sorts of changes could trigger a reassessment of the Flexiplace arrangement for suitability and continued approval.

50. Do new performance standards need to be written for employees on Flexiplace?

No Changes should not be necessary because the actual duties to be performed and any assessment of results should remain the same at the AWL. However, critical elements and performance standards must have clearly defined performance requirements that are quantifiable, measurable, and/or results oriented.

51. Does removal from the program affect an employee's performance rating? Is it considered a disciplinary action?

Terminating an employee's Flexiplace work agreement is not in itself disciplinary in nature, nor does it necessarily imply performance problems. However, if the reason for removal from the program were conduct-related (e.g., unauthorized absence from duty) or performance-related (e.g., failure to complete assignments in a timely fashion), then disciplinary and/or performance-based action might be warranted.

52. What type of medical information is required in order to be considered for medical Flexiplace?

The medical condition shall be certified in a manner acceptable to the agency. Generally, it will be a physician's statement of temporary incapacitation including diagnosis, prognosis, and targeted return date or other acceptable evidence related to the reason for the employee's Medical Flexiplace request.

53 Do employees need to submit an application each time they request episodic Flexiplace?

Yes.

54. If the cost is less because I have a home computer, will I be more likely to be approved for Flexiplace?

This is not likely to be a primary factor. The portability of the work and other approval criteria are more likely to affect approval of the request.

Medical Flexiplace

55. How does Medical Flexiplace relate to sick leave?

Flexiplace should not be confused with leave. When an employee is on sick leave, he or she is *incapacitated* or *unavailable* to work due to personal or family illness or injury. Under Medical Flexiplace, the employee is *able* to work either part or all of the time, but is especially unable to get to the office.

56 *Does Medical Flexiplace affect use of the Leave Bank? (e.g., now that work at home is available, will people be expected to work instead of requesting leave bank?)*

No Participation in Medical Flexiplace is strictly voluntary.

57 *For Medical Flexiplace, the language reads, "will normally not exceed six months." What does this mean and why?*

Medical Flexiplace is not intended as a permanent arrangement, nor as a substitute for disability retirement. While six months was suggested as a benchmark for identifying temporary as opposed to permanent situations, the agreement does provide for extensions of this time frame where appropriate.

58 *For Medical Flexiplace, the language also reads " the Employer may approve up to 5 days per week at the alternate work location" -- what about part-time or fewer hours per day?*

The number of hours per week an employee may work while on Medical Flexiplace will depend both on the amount of work that can be performed away from the office and the nature of medical condition involved. For example, if the condition is a broken leg but the employee is not otherwise incapacitated to work, nothing would preclude that employee working 40 hours per week assuming that amount of work was available to be performed at home. On the other hand, if the employee is recuperating from an illness, only a limited number of hours may be performed due to medical limitations prescribed by the doctor. Medical documentation must specify the beginning date of the medical situation and the number of days per week and hours per day the employee may work.

EPA Non-Bargaining Employees Agreement

SUMMARY (See Pages 1-8 for more details)

FLEXIPLACE DIFFERENCES FOR AFGE/NTEU AND NON-BARGAINING UNIT AGREEMENT

Differences in the agreements	**EPA Flexiplace for Non-Bargaining Unit Employees 12/23/97**	**EPA Flexiplace for Employees under the AFGE Agreement 11/30/98**	**EPA Flexiplace for Employees under the NTEU Agreement 04/18/99**
Regular	No more than **two days per week** outside the office.	No more than **two days per week** outside the office. Flexiplace **days must be the same each week.**	No more than **four days in any two week period.**
Portability of work assigned	Supervisor will assess the portability of the work.	Supervisor will assess the portability of the work. Work must be part of employee's regular assignment and must be **clearly defined and measurable.**	Supervisor will assess the portability of the work. Work must be part of employee's regular assignment, however **does not have to be measurable.**
Oversight functions	Designate Program Coordinator to ensure admin. functions are appropriately covered.	Union and management will meet within **6 months** of the implementation date to review available data evaluate and resolve any disputes	Union and management will meet within **one year** of implementation date to review available data and to discuss and identify concerns or issues.
Application requirements	Application forwarded to Flexiplace Coordinator. **No time designated for response.**	Employee will submit required application - normally a written decision will be provided to the employee **within 15 days after receipt of applications.**	Employee will submit required application - normally a written decision will be provided to the employee **within 15 days after receipt of applications**
Training	All flexiplace participants MUST attend training (provided by Prog. Coord.)prior to their initial participation.	Employees & their supervisors MUST receive applicable guidance which may include training and/or other types of communication.	Employees & their supervisors MUST receive applicable guidance which may include training and/or other types of communication.

Flexiplace at EPA Headquarters

	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Types of Flexiplace and Their Characteristics	Regular - Work as scheduled in advance and performed at the alternate workplace on a regular and recurring basis Normally, employees will be scheduled no more than two days per week outside of the office Episodic - Available on an ad hoc, short-term basis to complete projects which are not regular or recurring in nature Medical - Designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned worksite The medical condition shall be certified in a manner acceptable to the Agency	Regular - Employees may request the performance of duties at an alternate work location on a regular or recurring basis Normally, employees will be scheduled to work no more than two days per week at the AWL Flexiplace day(s) must be the same each work week under this form of Flexiplace Episodic - This is appropriate for work on assignments of specific limited duration that can be performed at an AWL Medical - This is designed for the continued accomplishment of Agency work while an employee has a medical condition which does not affect the employee's ability to perform his or her regular work assignments at an AWL The Agency may request the employee to provide a physician's statement of incapacitation or other acceptable evidence related to the reason for the employee's Medical Flexiplace request AWL - This is an agreed upon work location other than the employee's official duty station	Regular - Employees may request the performance of duties at an alternate work location on a regular and recurring basis Normally, employees will be scheduled to work at the discretion of their supervisor, no more than four days in any two week pay period at the AWL Episodic - This is appropriate for work or assignments of specific limited duration that can be performed at an AWL Medical - This is designed for the continued accomplishment of Agency work while an employee has a medical condition which does not affect the employee's ability to perform his or her regular work assignment at an AWL The Agency may request the employee to provide a physician's statement of incapacitation or other acceptable evidence related to the reason for the employee's Medical Flexiplace request
Responsibilities	AAs and RAs-(1) Decide on the application and use of Flexiplace assignments within their respective AAships or Regions This includes determining which organizational elements and/or positions may participate in the programs and (2) ensure that appropriate management controls and reporting procedures are in place before employees	Management - Approving the use of Flexiplace in accordance with the terms of the agreement and in consideration of such factors as mission accomplishments, service to the public, and costs and benefits to the Agency and employees Employees-(1) Completing required forms to participate in the program, (2) Making	Management - Approving the use of Flexiplace in accordance with the terms of the agreement and in consideration of such factors a mission accomplishment, service to the public, and costs and benefits to the Agency and employees Employees-(1) Completing required forms to participate in the program, (2) Making

Flexiplace at EPA Headquarters

Page 2	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Responsibilities (Cont'd)	begin Flexiplace assignments Supervisors-(1) Approve or disapprove the employee's participation in the program, (2) approve or disapprove worksite arrangements (which must remain the same unless otherwise approved by the supervisor); (3) assess the impact of the proposed Flexiplace assignments on the productivity of the office as a whole and on any other affected employees, (4) assess the portability of the employee's work and the likelihood of the employee's successfully completing it away from the official duty station, (5) develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station, (6) provide equipment, when necessary and available, for the employee to adequately perform assigned work; and (7) maintain productivity record and information to evaluate the employee's performance and quality of work Employees-(1) Complete work agreements, (2) Observe agreed upon hours of work in accordance with established EPA policies, (3) Observe Agency policies for requesting leave, (4) Safeguard Agency equipment and use it only for official purposes, (5) Serve as the designated official (employer representative) in charge of their off-side workplace, and therefore be responsible for compliance with appropriate health and safety regulations As the designated official the employee must	timely advanced requests for use of Flexiplace, (3) Observing agreed upon hours of work, (4) Observing established policies and procedures for requesting and using leave, (5) Safeguarding Agency equipment and supplies and using them only for official purposes; (6) Completing the Employee Self-Certification of Time and Attendance Report and returning it to the supervisor on a bi-weekly basis, (7) Performing only official EPA business while on Flexiplace assignment, including an AWL environment that is free from distractions and interruptions, and (8) Maintaining compliance with appropriate health and safety regulations, and reporting unsafe working conditions	timely advanced requests for use of Flexiplace, (3) Observing agreed upon hours of work, (4) Observing established policies and procedures for requesting and using leave, (5) Safeguarding Agency equipment and supplies and using them only for official purposes, (6) Completing the Employee Self-Certification of Time and Attendance Report and returning it to the supervisor on a bi-weekly basis, (7) Performing only official EPA business while on Flexiplace assignment, including an AWL environment that is free from distractions and interruptions, and (8) Maintaining compliance with appropriate health and safety regulations, and reporting unsafe working conditions

Flexiplace at EPA Headquarters

Page 3	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Responsibilities (Cont'd)	(a) complete the "Employee Self-Certification Safety Checklist," which identifies significant safety standards that should be met, and (b)return it to his/her supervisor prior to entering into a Flexible Workplace Program Agreement, (6) Complete the Employee Self-Certification of Time and Attendance Report and returning it to the supervisor on a bi-weekly basis, (7) Respond in a timely manner to Agency customers and to the public, (8) Complete required training, and (9) if applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the Flexiplace assignment Program Coordinators-(1) Ensure that all participating supervisors and employees are aware of their responsibilities, (2) Maintain copies of all Flexiplace applications and workplace agreements, and (3) Monitor and evaluate the program Note At his/her option, an AA/RA may establish this position and place it anywhere in the organization However, if an AA/RA does not designate a coordinator, he/she must ensure that the administrative functions listed above are appropriately delegated and performed by one person		
Eligibility	Regular-(1) have supervisory approval for participation, (2) have worked as an EPA employee for at least one year, (3) have at least a Successful performance rating as the most recent rating of record, (4) have clearly	Employees must (1) volunteer for the program, (2) have supervisory approval for participation, (3) have worked as an EPA employee for at least one year, (4) not be a probationary or temporary employee, (5) not	Employees must (1) volunteer for the program, (2) have supervisory approval for participation, (3) have worked as an EPA employee for at least one year, (4) not be a probationary or temporary employee, (5) not

Flexiplace at EPA Headquarters

Page 4	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Eligibility (Cont'd)	defined performance standards and measurements, (5) have portable work, (6) if working at home, be able to provide an appropriate work location with adequate space not subject to undue interruptions which would impact productivity and access to a telephone, (7) have demonstrated to the satisfaction of the supervisor the ability to work independently, (8) be willing to sign and abide by a written work agreement, and (9) if applicable, be able to arrange for dependent care during the time the employee is working at home Episodic - The requirements are the same as for Regular Flexiplace, however, the nature of the work will usually be a project or a discrete portion of a project that is of short duration, with measurable work products of an infrequent or occasional nature Note It is recommended that employees with frequent public or internal client contact be eligible only for Episodic Flexiplace participation Medical - the decisions to approve an employee's participation in Medical Flexiplace is entirely that of the supervisor The approval/disapproval will be based on the employee's ability to provide definitive, conclusive medical documentation concerning his/her temporary medical condition, and will include an expected return-to-work date As a rule, temporary medical conditions would not continue for more than a few days	have had documented performance or conduct deficiencies within the preceding 12 months, (6) have portable work, (7) if working at home, be able to provide an appropriate work location with adequate space not subject to undue interruption which would impact productivity and access to a telephone, and (8) have demonstrated the ability to work independently	have had documented performance or conduct deficiencies within the preceding 12 months, (6) have portable work, (7) if working at home, be able to provide an appropriate work location with adequate space not subject to undue interruption which would impact productivity and access to a telephone, and (8) have demonstrated the ability to work independently

Flexiplace at EPA Headquarters

Page 5	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Eligibility (Cont'd)	to a few months Supervisors may not leave Medical Flexiplace assignments open-ended		
Criteria for Approval and Disapproval	Supervisors determine approval based on eligibility requirements, including their assessment of the portability of the employee's work and the impact of the proposed Flexiplace assignment on the productivity of the office as a whole and on any other affected employees	Approved -(1) portability of the work, (2) reasonableness and practicality of the request, (3) additional cost to the Agency, (4) availability of necessary equipment, (5) service delivery to internal and external customers, including office coverage; and (6) needs of the employee	Approved -(1) portability of the work, (2) reasonableness and practicality of the request, (3) additional cost to the Agency, (4) availability of necessary equipment, (5) service delivery to internal and external customers, including office coverage, and (6) needs of the employee
		Disapproval-(1) Agency employment for less than one-year, (2) the position requires extensive face to face contact with employees, clients or the general public, (3) the work requires access to material which cannot be removed from the official work site, (4) any performance or conduct deficiencies have been identified and documented, (5) the employee's work schedule is insufficient to provide both office and Flexiplace days because of a limited tour of duty, (6) the work requires close supervision because the employee is new to the work or is being trained on new or developmental duties, or other work monitoring requirements, and (7) the employee has not demonstrated an ability to work independently, including time management	Disapproval-(1) the nature of the position is such that it cannot be performed from an alternate work location, (2) Agency employment for less than one year, (3) the position requires extensive face to face contact with employees, clients or the general public, (4) the work requires access to material which cannot be removed from the official work site, (5) performance or conduct deficiencies have been identified and documented, (6) the employee's work schedule is insufficient to provide both office and Flexiplace days because of a limited tour of duty, (7) the work requires close supervision because the employee is new to the work or is being trained on new or developmental duties, or other work monitoring requirements, and (8) the employee has not demonstrated an ability to work independently, including time management
Flexiplace Guidelines	(1) the employee must sign a Flexiplace Work Agreement that covers the terms and conditions of participation in the Flexiplace Program (2) Work agreements for Regular	(1) The employee must sign a Flexiplace Work Agreement that covers the terms and conditions of participation in the Flexiplace Program (2) The same work schedule rules	(1) The employee must sign a Flexiplace Work Agreement that covers the terms and conditions of participation in the Flexiplace Program (2) The same work schedule rules

Flexiplace at EPA Headquarters

Page 6	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Flexiplace Guidelines (Cont'd)	Flexiplace will normally provide for a minimum of three days per week at the official duty station (3) Position description changes are not necessary unless the Flexiplace arrangement changes the actual duties to be performed (4) Performance standards and critical elements must have clearly defined performance requirements that are quantifiable, measurable and results oriented (5) Any official record removed for or generated from Flexiplace assignments are the property of EPA An employee must get written approval before taking official Records to a Flexiplace site Confidential and Privacy Act information will continue to be properly safeguarded at AWL just as it is at the official duty station using established guidelines and procedures All official records taken from the office location will be appropriately documented At the end of the Flexiplace assignment (termination, return to official duty location, etc) the employee must return all official records to the EPA office Employees must comply with any and all other applicable records security laws, regulations and policies (6) Employees at AWL are subject to the same maximum workday limits as those working at the official duty station Employees must self-certify time and attendance to their supervisor (7) Employees in the Flexiplace Program are covered by the Federal Employee's Compensation Act (8) The Agency will provide appropriate office equipment when it is available (9)Employees are responsible for photocopying, mailing,	that apply at the regular work site apply at the alternative work location (3) Position description changes are not necessary (4) Performance standards and critical elements must have clearly defined performance requirements that are quantifiable, measurable and results oriented Changes should not be necessary because the actual duties to be performed and any assessment of results should remain the same at the AWL (5) Any official record removed for or generated from Flexiplace assignments are the property of EPA Confidential and Privacy Act information will continue to be properly safeguarded at AWL just as it is at the official duty station using established guidelines and procedures Employees must comply with any and all other applicable records security laws, regulations and policies (6) Employees at AWL are subject to the same maximum workday limits as those working at the official duty station Employees must self-certify time and attendance to their supervisor (7) Employees in the Flexiplace Program are covered by the Federal Employees Compensation Act (8) The Agency will provide appropriate office equipment when it is available (9) Employees are responsible for photocopying, mailing, and faxing at the AWL (10) Employees performing work at the AWL will follow established procedures for requesting and obtaining approval of leave	that apply at the regular work site apply at the alternative work location (3) Position description changes are not necessary (4) Performance standards and critical elements must have clearly defined performance requirements that are quantifiable, measurable and/or results oriented Changes should not be necessary because the actual duties to be performed and any assessment of results should remain the same at the AWL (5) Any official record removed for or generated from Flexiplace assignments are the property of EPA Confidential and Privacy Act information will continue to be properly safeguarded at AWL just as it is at the official duty station using established guidelines and procedures Employees must comply with any and all other applicable records security laws, regulations and policies (6) Employees at AWL are subject to the same maximum workday limits as those working at the official duty station Employees must self-certify time and attendance to their supervisor (7) Employees in the Flexiplace Program are covered by the Federal Employees Compensation Act (8) The Agency will provide appropriate office equipment when it is available (9) Employees are responsible for photocopying, mailing, and faxing at the AWL (10) Employees performing work at the AWL will follow established procedures for requesting and obtaining approval of leave

Flexiplace at EPA Headquarters

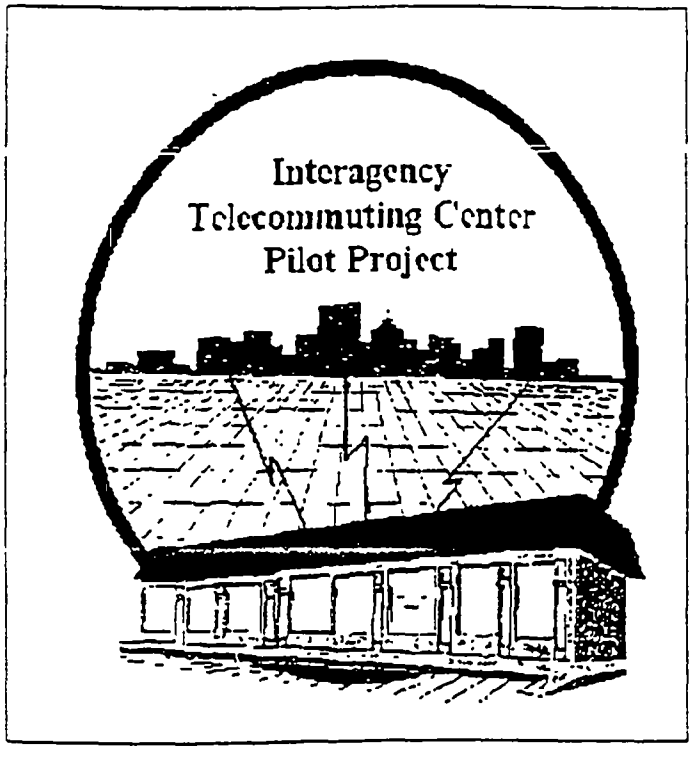
Page 7	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Flexiplace Guidelines (Con'd)	and faxing at the AWL		
Changes	When any element of the work agreement changes (e g , position, work assignment, or personnel changes, etc), and participation is still approved, the Flexiplace arrangement must be re-evaluated and modified Whenever changes occur, the following actions should be taken (1) If the change results in a new supervisor for the Flexiplace employee and the employee would like to continue telecommuting (a) the new supervisor will be provided orientation/training and given an overview of the employee's current work assignments and (b) the employee and supervisor will assess suitability for Flexiplace and, if approved, a new Flexiplace work agreement wil be put in place, and (2) If the change results from a change in job tasks/assignments, the employee and supervisor must reassess the employee's suitability for Flexiplace and complete a new work agreement	When any aspect of the work agreement changes (e g , position, work assignment, supervisor, alternative work location, etc), the employee and supervisor will reassess the empoyee's work for Flexiplace suitability and continued approval	When any aspect of the work agreement changes (e g , position, work assignment, supervisor, alternative work location, etc), the employee and supervisor will reassess the empoyee's work for Flexiplace suitability and continued approval
Withdrawal or Removal From Program	An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official duty station An unacceptable performance appraisal automatically terminates an employee's	An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official duty station Employee notice to the supervisor should be in writing and acknowledged by the supervisor to prevent misunderstandings about the employee's work location	An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official duty station Employee notice to the supervisor should be in writing and acknowledged by the supervisor to prevent misunderstandings about the employee's work location

Flexiplace at EPA Headquarters

Page 8	Agency Flexiplace Agreement	AFGE Flexiplace Agreement	NTEU Flexiplace Agreement
Withdrawal or Removal From Program (Cont'd)	Flexiplace arrangement Management retains the right to terminate an employee's Flexiplace participation at any time Reasons for termination may include (1) the employee's Flexiplace assignment no longer benefits the Agency, (2) the employee's work assignments are not being performed efficiently or effectively, (3) the employee fails to comply with the agreed upon program requirements, (4) the employee fails to participate in requested program monitoring and evaluation activities (including surveys, focus groups, etc), or (5) conduct problems arise	The Agency may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement, including performance or conduct problems When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal The employee may reapply for Flexiplace Program participation six months after removal from the Program, provided that his/her performance and conduct are fully satisfactory	The Agency may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement, including performance or conduct problems When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal The employee may reapply for Flexiplace Program participation six months after removal from the Program, provided that his/her performance and conduct are fully satisfactory

Welcome!

To the Greater Washington, D.C. Area
Federal Interagency Telecommuting Center Pilot Project!



Sponsored by
The U.S. General Services Administration

ENTER

Federal Interagency Telecommuting Center Pilot Project

Project Overview

Sponsored by
The U.S. General Services Administration

As of January 1999, the U.S. General Services Administration (GSA) has established a network of interagency telecenters in outlying communities surrounding Washington, D.C.

These telecenters are designed as alternate workplaces that augment the work-at-home option used by many Federal agencies as part of their "Family-Friendly" flexiplace program arrangements.

For more information, select one of the links listed below or contact the GSA Office of Strategic Innovations on (202) 208-1585 or Email at prentice.einarsen@gsa.gov.

Background	Start-up Procedures
DC Area Telecenter Listing	DC Area Telecenter Map
Pricing Structur and Billing Procedures	Legislative Support
March 1998 Pilot Project Study	July 1997 Report to Congress
1995 Interim Report	GSA Telecommuting Homepage
Agency Telecommuting Coordinators	Nationwide Telecenter Listing

Top of Page | Back

Thanks for visiting the Telecenter Pilot Project homepage! If you have any comments or suggestions regarding this page, please direct them to the Office of Strategic Innovations on (202) 208-1585 or Email at prentice.einarsen@gsa.gov.

Federal Interagency Telecommuting Center Pilot Project

Washington DC Area Telecenter Listing

Sponsored by
The U.S. General Services Administration

3

The information on this page is current as of *January 15, 1999*. Changes are made as needed. If you detect outdated or incorrect information or if you want more information pertaining to thu sproject, please contact the GSA office of Strategic Innovations *on (202) 208-1585 or Email at prentice.einarsen@gsa.gov.*

Maryland

Hagerstown
14 North Potomac Street, Suite 200
Hagerstown, MD 21740
Info: (301) 745-5601
Email: mjbrav@aol.com
Internet: http://pilot.wash.lib.md.us/telework

Frederick
7340 Executive Way, Suite M
Frederick, MD 21704
Info (301) 698-5904
Email: telework@ibasys.net
Internet. http://www.ibasys.net/telework.htm

Bowie
Community Network Telework Center
Thurgood Marshall Library
Bowie State University
14000 Jencho Park Road
Bowie, MD 20715
Info. (301) 352-4390
Email: telework@bowiestate.edu

Laurel (Spring 1999)
Laurel Telecommuting Center
Laurel Lakes Corporate Center
13974 Baltimore Avenue
Laurel, MD 20707
Info: (301) 934-7628
Email. danettec@charles.cc.md.us
Internet: www.telecommutesomd.org

Laurel

Maryland National Guard Learning/TeleCenter
8601 Ocelle Road
Laurel, MD 20708
Info (410) 429-4514
On-site phone: (301) 210-3394
Email: kmcneill@erols.com
Internet: www.edmonds-associates.com/telecomea.html

Reisterstown
Maryland National Guard Learning/TeleCenter
13610 Desert Storm Lane, Camp Fretterd
Reisterstown, MD 21136
Info: (410) 429-4514
Email: kmcneill@erols.com
Internet: www.edmonds-associates.com/telecomea.html

White Oak
Maryland National Guard Learning/TeleCenter
12200 Cherry Hill Road
Silver Spring, MD 20904
Info: (301) 352-4390
Email: telework@bowiestate.edu
A joint project involving GSA, the MD Nat'l Guard and Bowie St. University

Calvert County
Calvert County InTeleWork Center
110 S. Solomon's Island Rd.
Prince Frederick, MD 20678
Info: (301) 934-7628
Email: danettec@charles.cc.md.us
Internet: www.telecommutesomd.org

Waldorf
Waldorf InTeleWork Center
128 Smallwood Village Shopping Center
Waldorf, MD 20602
Info: (301) 934-7628
Email: danettec@charles.cc.md.us
Internet: www.telecommutesomd.org

Virginia

Fairfax City
GMU Telecommuting & Training Center
4031 University Drive; 1st Floor
Fairfax, VA 22030
Info: (703) 279-3301
Email: telework@gmu.edu

Herndon
GMU Telecommuting & Training Center
768 Center Street
Herndon, VA 22170
Info: (703) 279-3301
Email: telework@gmu.edu

Loudoun County
GMU Telecommuting & Training Center
100 Carpenter Street, Ste 103
Sterling, VA 20166 Info (703) 279-3301
Email telework@gmu.edu

Manassas
9500 Godwin Drive, Building 105
Manassas, VA 20110
Info (703) 367-3000
Email no.commute@lmco.com
Internet:
www.lmco.com/manassas/telecommute

Winchester
13 North Loudoun Street
Winchester, VA 22601
Info. (540) 678-1909 x226
Email: info@svtbc.com

Spotsylvania County
10799 Columbia Drive
Fredericksburg, VA 22408
Info: (540) 710-5001
Email: jtalcott@radco.state.va.us
Internet: www.radco.state.va.us/telecomm

Stafford County
2721 Jefferson-Davis Highway, Suite 11
Stafford, VA 22554
Info: (540) 710-5001
Email: jtalcott@radco.state.va.us
Internet: www.radco.state.va.us/telecomm

Note: A new telecenter is scheduled to open along the I95 corridor in the Woodbridge area in early 1999.

West Virginia

Jefferson County
401 South Fairfax Blvd.
Ranson, WV 25438
Info: (304) 728-3051 x252
Email: welcome@jctc.org
Internet: www.jctc.org

Top of Page | Back

Thanks for visiting this webpage! If you have any comments or suggestions regarding this page, please direct them to the GSA Office of Strategic Innovations at the phone number or email address listed above.

website:

www.gsa.gov/pbs/owi/pilot.htm

Being A Telecommuter

To be a successful telecommuter, you will need to learn to deal with less structure and more freedom in completing your work. Telecommuting is not as simple as staying at home and working. It requires careful planning and discipline. The following section has been designed to provide you with some basic tools for working at home and maintaining or increasing your level of productivity, and the quality, quantity, and timeliness of your work product.

Getting Organized

If you take the time to develop good work habits from the first day that you start telecommuting, you will realize that it can be easy to get your work completed away from the office.

Pick a work location.

It is very important that you identify a safe location in your home as your work space. You do not need to devote a whole room to your work station. Some telecommuters have successfully developed part of an existing room, a garage, an attic, and even a closet into their work station. Make sure that your work station is safe and separated from other areas.

Establish a routine.

Try to set a work schedule for the days you telecommute and stick to it as much as possible. Start and stop working at the same hours on telecommuting days. This will help establish a work routine for you.

Replace the ritual of getting ready for the office.

As a telecommuter, you will no longer have the traditional office rituals of morning conversations, coffee, a suit and tie, or even the long dreadful commute that will symbolize the beginning the work day. You may need to come up

"One man we know would dress in a coat and tie, get into his car and drive around the block before going back into the house to start his day."

Los Angeles Times
June 1989

with some new rituals. Some telecommuters play specific music, or start working after the morning exercise or bike ride. Find a ritual that will work for you.

Make a to-do list for your work assignments.

Develop a list of goals and assignments for the days that you telecommute. By the end of the day go over your list to see how much you have actually accomplished. Sometimes it is better to make this list the day before your telecommuting day, so that you can plan for all the resources that you will need at home. Schedule your work so you don't need assistance from others on your telecommuting days. Remember you may not have access to a fax machine, a photocopy machine, or even a computer at home. Plan your work accordingly.

Have an end of the day ritual.

It is good practice to have some ritual in place that marks the end of the work day. Be creative.

Managing Your Work

As a telecommuter, you will need to manage your work very efficiently. It is up to you to make sure you are as well informed and as hard working as you have always been.

Maintain contact with the office.

Make sure that you are staying in touch with the office on days that you are telecommuting. Some telecommuters set up a buddy system with a trusted co-worker or a secretary in the office, whom they call once a day when they are tele-

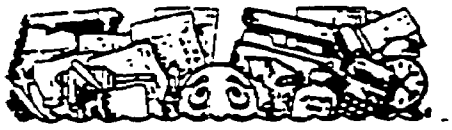
Being A Telecommuter

commuting. Check your messages on the days that you are telecommuting and return calls if possible. Don't fall out of touch just because you are telecommuting. Decide early in the day how accessible you want to be. As a telecommuter, you may have the luxury of actually working for three to four hours without any interruptions.

Have an answering machine.

If you do not have voice mail in your office, it is recommended that you use an answering machine at home to pick up your messages when you are in the middle of a project or unavailable. You will also need to decide whether or not the secretary in your department should give out your home number as the number where you can be reached on a telecommuting day.

Have a system at home.



Establish a system for organizing the work that you keep or do at home. Otherwise, you will end up with stacks and trails of paper everywhere.

Stick to deadlines.

Make sure you are following the same rules for deadlines as in the office. Don't miss deadlines. If you are mailing reports, send them so they are at the office on the day that they are due or earlier. If you are sending your work via the computer over the phone lines, it should also be there on time.

Keep your manager informed of your progress.

As a telecommuter, you will need to make sure that your supervisor or manager is kept informed on the status of your projects, your progress, or any difficulties you are having. Think of your manager as a customer you need to keep satisfied.

Attend department gatherings.

Always attend department gatherings and group meetings. You don't want to become invisible just because you are telecommuting.

Training Family, Friends & Neighbors

To be taken seriously as a telecommuter, you will need to take telecommuting seriously yourself. Be careful not to create a bad image for telecommuters. You will need to train the people around you so you don't have too many interruptions.

The message is that you are at home working.

The first thing you will need to do is to let everyone around you know that you are working at home and you still have the same responsibilities that you normally have as an employee. You have the same objectives, the same goals, and the same deadlines; the only difference is that you can complete part of your assignments at home.

Decide on which type of interruptions are OK.

You should decide under what circumstances family or friends can actually interrupt your work to ask you questions, favors, or have you respond to an urgent need. You may want to develop some ground rules for your family when you are working at home. Some telecommuters actually have their families set the rules so that they can buy into the whole process. A family meeting might be a good time to raise some of these issues. You will also need to set some rules with neighbors and friends. Don't lose your cool! You should try to remain flexible. Sometimes the errand that someone may ask you to run may be the short break you need.

Set rules for the use of office materials, equipment, pens, papers, etc. in the home.

You may need to set some rules regarding the use of office supplies needed at your home work space. Decide on

Being A Telecommuter

issues such as whether the children may borrow pens, paper, stapler, etc. You may want to call your work space off-limits to other members in your household.

Don't telecommute if there are problems at home.

It is best to avoid telecommuting on days when you know there will be distractions in the home. Additionally, if you have an elderly family member who needs care, or an infant or a toddler home during the whole day, it will be difficult to telecommute and complete any work. You might want to wait until you have additional help at home before you start telecommuting.

Telecommuting is not a replacement for child care.

Do not assume that because you are at home working, you can also take care of the children. Telecommuting can allow you to have more flexibility in accommodating your child care needs but cannot really replace it. If you think you can take care of the kids and do your work, you might actually end up with two jobs instead of one, and this will prevent you from handling your County job in a professional manner.

Developing Good Habits

Develop good habits when telecommuting and beware of overindulgences.

Pace yourself so you don't burn out.

Make sure you are taking enough breaks and you are not turning into a workaholic just because your work is always there. You must be able to start and end the work day in a

timely manner. Schedule a few breaks throughout the work day. On the other hand, don't develop bad work habits and do less work than before.

Watch out for bad habits.

Watch out that the following habits don't creep up on you:

- Snacking too often
- Sleeping late
- Talking on the phone too long
- Watching too much TV
- Drinking
- Smoking
- Wearing your pajamas all day long
- Paying the neighbors too many visits
- Procrastinating

These habits are detrimental to telecommuting. Try to remove all the possible temptations so that you can conduct your work.

Review

The key to successful telecommuting lies in being able to manage your work space, your job, your family members and others, and yourself. With some determination, discipline and commitment and by following the guidelines set for you in this document, you can make telecommuting work for you. Just remember there were rules that you followed in the office and you will need another set of rules for working in your home. It is your responsibility to make telecommuting work.

Being A Telecommuter

Don't give telecommuting a bad name.

Don't run errands for everybody in the neighborhood just because you are at home.

Don't stay on the telecommuting program if it is not working for you. Telecommuting does not suit every person's lifestyle or job responsibilities.

Ergonomics

Designing your workspace is an important step to insure success while working at your remote location. Spend time planning your workspace now, so you won't have to waste time later rearranging your office. The key components of your home office are:

Your Desk

The height of the work surface should satisfy the requirements of the most critical task. Conventional desk surfaces are usually about 29 inches high which can be perfectly adequate for many tasks. A common height recommended for computing surfaces is approximately 26 inches. Be sure your desk is a comfortable height for you.

Your Chair

This is probably the most important piece of furniture in the office, so it should be selected carefully. The seat should be adjustable and the height of the top surface of the seat to the floor should be 15 to 21 inches. Both the height and angle of the backrest should also be adjustable. It should also provide support at the back of your waist. Armrests should be substantial enough to provide support, but not so large as to be in the way. Find a chair that's comfortable for you.

Lighting

The lighting in an office can affect comfort, visibility, and performance. Whether you are using natural daylight or

artificial lighting, it should be directed toward the side or behind your line of vision, not in front or above it. Bright light sources can bounce off working surfaces and diminish your sense of contrast. Northern daylight is the best light for your office and for operating a computer.

Electricity

When configuring your work space, be alert to the electrical support needed for your equipment. Arrange the hardware as follows:

- Cover interconnecting cables or make sure they are placed out of the way to avoid the possibility of tripping over them.
- Place the equipment in close proximity to electrical outlets. If using a computer, or a fax machine, connect it to a surge protector/master switch.
- Place heavy items on sturdy stands close to walls.
- Provide sufficient air space around the computer components. Keep equipment out of direct sunlight and away from heaters.

Noise

A totally noise-free environment can be stressful. Psychologically, some background sound (like music) can be beneficial in maintaining a level of productivity and reducing boredom. Your professional image may be affected by sounds of crying children, lawn mowers, vacuum cleaners, or barking dogs while you attempt to conduct business over the phone at home. You may be able to shut a door to eliminate noises. The use of a room divider or screen may prove useful in controlling the noise. Should you choose to use music in your home office, you may find that it helps you concentrate.

Being A Telecommuter

Do's

Have a work space at home.

Have a beginning of the day ritual.

Stick to the same schedule on telecommuting days.

Take breaks throughout the day.

Keep your work organized so you don't have paper everywhere at home.

Plan your work ahead for your telecommuting day.

Train family members and neighbors when you may be interrupted.

Avoid bad habits like overeating.

Call the office and keep in touch as often as necessary.

Stick to all deadlines.

Maintain or increase your level of performance.

Take telecommuting very seriously.

Attend department and group meetings.

Keep your boss informed of the progress you are making.

Have some type of end of work day ritual such as a walk around the block.

If telecommuting works well for you, talk to your supervisor or

"I love my commute. It's about 50 feet."

Computerland Magazine
September 1988

manager about increasing the number of days you can telecommute.

If telecommuting is not working for you, talk to your supervisor or manager. See if you can jointly find ways to solve the problem(s) that you have been encountering. If the problems persist, you may want to consider going off the program. Remember that your participation in the telecommuting program is entirely voluntary.

Don'ts

Don't procrastinate or develop bad work habits at home.

Don't change your work schedule every time that you telecommute.

Don't let the radio or TV distract you or impair your professional image.

Avoid working at home if you are not getting along with your spouse.

Don't work at home if you have an infant, a toddler, or an elderly person who requires your constant care and attention.

Don't take work home that requires group decisions or constant input from co-workers.

Don't run to the refrigerator too often.

Don't start sleeping late on telecommuting days.

Don't stay in your bed clothes all day long.

Supervising Telecommuters

Management Skills

To be successful at supervising your remote employees, you will need to use the management skills with which you currently manage your employees who work in the office. The skills which you will rely upon the most frequently are:

Assisting remote employees in organizing their work.
Understand the time frames involved in completing tasks, and the resources required to see the projects through to completion. By using your planning skills as a supervisor, you will be successful in effectively distributing work among your employees and feeling confident that they will be capable of completing whatever tasks you will be assigning.

Assigning work to the employees.
Establish a means of communicating to employees the expected end product as well as the due date, the anticipated quality, and any other criteria which might affect the successful completion of the individual tasks on which the employees will be working.

The means by which you communicate what needs to be done, when it needs to be completed, and by whom it needs to be done may take the form of a phone call, a weekly face to face meeting, or a written memo. Use whatever means of communication is most comfortable for you. As a manager of remote employees, your valuable time spent communicating with the remote workers will dictate the caliber of work which they produce. You need to spend time communicating very clearly and concisely what is expected of the telecommuting employees.

"Companies that do nothing but put a bunch of terminals in peoples' homes and not much else will create chaos. There has to be a well-planned effort to manage these people and make sure they are still part of the office."

Alan Jay Weiss, President
Summit Consulting Group

Establishing timeframes.

Work with your employees in developing attainable timeframes. The employees will clearly understand what the workload is and will be more focused in their work if they are following a timetable. The timetable is a list of the tasks which need to be completed and the times by which those tasks need to be accomplished.

Reviewing status.

Establish intermediate review periods to determine the progress on the tasks which the employees are performing. The intervals for assessment may be at particular points during the project, upon completion of certain tasks or on a recurring basis, such as once a week on Monday.

Coaching and developing employee's capabilities.

Make the most of the time you spend with your remote employees because your time together is limited. Always reinforce positive behavior. Bring unsatisfactory performance to the employee's attention immediately and develop the capabilities in your employees to correct whatever deficiencies they may have. Use the communications tools available to you to provide your employees with timely and ongoing feedback whether that be via voice mail, electronic mail, a phone call, or a face to face meeting.

You should already be familiar with these skills and be using them while supervising your employees located in the office. You will find that refining these management skills will not only benefit your remote workers, but you as well. You will be pleased to experience a greater degree of organization and the capability of actually being able to accomplish more tasks by using these skills. Organization leads to increased job satisfaction.

Supervising Telecommuters

Management Methods

Managing employees from a remote location isn't new. To ensure the success of your telecommuting program, be aware of the following tips and traps:

- Managing by closely supervising isn't necessarily good supervision. You can achieve good supervision without being in close proximity. You will be managing by objectives and results instead of managing by observation.
- In order for the telecommuters to succeed at telecommuting, you need to succeed at supervising. This is a win-win situation for you and your employees.
- Understand that there is resistance to managing employees from a remote location. That resistance does not translate to an impossible obstacle or unachievable goal.
- It's all right for employees to drop out of the program. This arrangement is not cast in concrete.

Being aware of some of the adjustments involved with telecommuting will give you an edge in finding resolutions to concerns, prior to those concerns becoming problems. This program brings a tremendous amount of flexibility into your working environment. Take advantage of that flexibility.

Managing By Objectives

MBO is a management tool which affords you and your employees the opportunity to clearly communicate your expectations as a supervisor and the employee's expectations as a telecommuter. You may find that this tool is so successful that you implement it as a means of managing all of your employees! Implementation of MBO's can be accomplished as follows:

Supervising Telecommuters

Management Methods

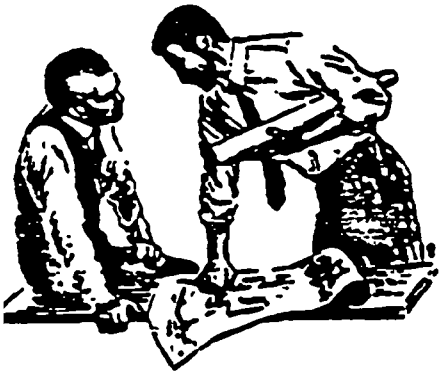
Managing employees from a remote location isn't new. To ensure the success of your telecommuting program, be aware of the following tips and traps:

- Managing by closely supervising isn't necessarily good supervision. You can achieve good supervision without being in close proximity. You will be managing by objectives and results instead of managing by observation.

- In order for the telecommuters to succeed at telecommuting, you need to succeed at supervising. This is a win-win situation for you and your employees.

- Understand that there is resistance to managing employe from a remote location. That resistance does not translate to an impossible obstacle or unachievable goal.

- It's all right for employees to drop out of the program. This arrangement is not cast in concrete.



Being aware of some of the adjustments involved with telecommuting will give you an edge in finding resolutions to concerns, prior to those concerns becoming problems. This program brings a tremendous amount of flexibility into your working environment. Take advantage of that flexibility.

Managing By Objectives

MBO is a management tool which affords you and your employees the opportunity to clearly communicate your expectations as a supervisor and the employee's expectations as a telecommuter. You may find that this tool is so successful that you implement it as a means of managing all of your employees! Implementation of MBO's can be accomplished as follows:

- Prepare an itemized list of what you expect from the employee. This list can be organized on a weekly basis, monthly basis, or a quarterly basis. You have the flexibility to establish objectives in a format which will be easy for you to administer.

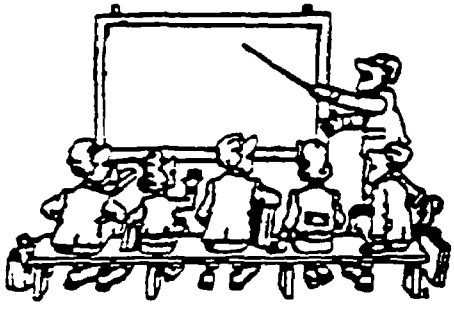
- Include the telecommuter in the process of establishing objectives. This allows the employee to provide valuable input in defining expected results.

- Be very explicit about what you expect from the employee. Establish a matrix or graph and clearly define what the telecommuter needs to accomplish.

- Create a document to support your telecommuting arrangement. *You can treat this document as an agreement* between you and the telecommuter covering what is expected of the telecommuter.

- Track the results. If you are establishing weekly objectives, schedule a meeting in a week to review the telecommuter's accomplishments. Use this as a dynamic document, capable of being changed whenever necessary. This document will enable you and the telecommuter to instantly determine whether or not your telecommuter is successful. Maintain a copy of the objectives for your file and make a copy for the employee to keep. Employees feel more control over their destiny if they too can track their success.

This management tool will provide you the capability of managing the products which your employees produce, not the process they employ to reach the goal. In many instances, your focus should not be on how the employee accomplishes the task, but instead on the quality, quantity, and timeliness of the completed work product.



- **Team effort**
  The non-telecommuters are as critical to the program's effectiveness as the telecommuters. Your work group's success depends upon the efforts of all the members of the team.

- **Support strategies.**
  The non-telecommuters shouldn't be expected to do extra work in the office while the telecommuters are working from their remote locations. Establish mutual strategies which will support both the non-telecommuters and the telecommuters.

- Communications links.
  Establish guidelines for contacting the telecommuters when an issue arises in the office which requires immediate action. Don't expect the non-telecommuters to work on their own assignments as well as handling problems for telecommuters, while the telecommuters are working from their remote location.

  Establish procedures for answering the telecommuter's phones while they are telecommuting. Include the secretaries and receptionists in the process of formulating what they will say when they answer the phone. Refrain from advising incoming callers, "Ms. Jones is at home today." Instead, use the phrase, "Ms. Jones is working from another location at this time. I'll be happy to have her return your call as soon as she is able."

  Instruct the telecommuters to call the office at regular intervals. Determine whether it will be the telecommuters' responsibility to call the secretary for messages, or if it will be the secretary's responsibility to call the telecommuter with messages. Provide the secretaries and receptionists with a list of the telecommuter's home phone numbers. Your department may find that forwarding the telecommuter's

Supervising Telecommuters

lines to voice mail is a satisfactory method of insuring that their calls are answered without adding extra work for the secretaries and receptionists.

Keep a log of the incoming calls answered by the secretary or receptionist for the telecommuter. This will assist you in determining how much extra work has been generated as a result of the telecommuting program. The log will also provide documentation showing when the call came into the office, and when it was passed to the telecommuter.

> "We have to break through the idea that an executive is a person who drives 33 miles a day to a central location where hundreds or thousands of people work in cubicles and , unless you go there, nothing gets done."[19]
>
> Alvin Toffler

▲ **The existing social network.**
The non-telecommuters must understand that the social interaction within the office will change with the advent of telecommuting. Their best buddy with whom they share coffee breaks and lunch hours may no longer be available to spend that time with them. The non-telecommuters will no doubt experience an unbelievably quiet environment when the program first begins.

▲ **Contingency plans.**
Establish Murphy's Law strategies to guide the work group through every "what if" situation which may exist. Address all issues pertinent to the team as a whole. Encourage the telecommuters and non-telecommuters to jointly participate in this exercise.

What happens if it is not working?

You and the telecommuter must understand that not everyone who tries telecommuting is successful. However, many problems encountered by telecommuters can be resolved with your assistance.

Some problems the telecommuter may face are:

▲ **Uncontrollable distractions.**
The neighbors and the family just don't understand that

while the employee is at home he is unavailable for other activities.

- **Cabin fever.**
  Being at home 24 hours a day becomes unacceptable.

- **Productivity and/or quality of work.**
  The employee's productivity and/or the quality of the employee's work has declined since the employee has been participating in the telecommuting program.

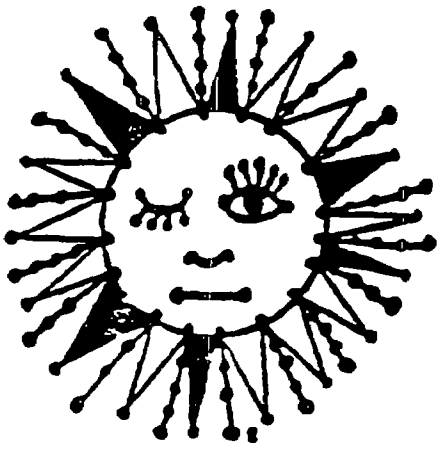
- **Desire or need to be around people.**
  The employee discovers the need for social interaction is a critical factor in her life.

Should the telecommuter experience any of these or other problems, review the information in this handbook on how to successfully telecommute, and try to help the telecommuter isolate his problem. Continue working with the telecommuter until the difficulty has been overcome.

If it becomes apparent that the employee must terminate participation in the project, don't hold a grudge against that employee because he was not successful in his efforts. Help the employee to understand that he is of value to the organization and bring him back into the office as quickly as possible.

As a last resort, consider bringing the telecommuter back into the office full time.

Supervising Telecommuters



A Bright Future For Telecommuters

A key concern for telecommuters is less visibility and its impact on upward mobility in the organization. Here are some points to assist you as a supervisor in maintaining high visibility for your telecommuters:

Monitor employee performance.

Look for above average performance among the telecommuters.

Encourage your employees to set higher goals.

Assign more complex projects which will assist in developing your employee's skills.

Communicate.

Advise the upper echelon in your organization of the telecommuter's achievements.

Ensure visibility.

Take advantage of "opportunity assignments" and have the telecommuters participate in those assignments. When the opportunity arises for presentations, be sure to include the telecommuters.

Don't forget about your telecommuters just because they are not in the office. Out of sight is not out of mind!

Review

Always keep in mind that good communication skills are the backbone of a successful telecommuting program.

- Talk to your telecommuters.
- Use your effective listening skills when exchanging information with your remote workers.
- Include your subordinates in activities which are taking place in the office while they aren't there. For example, when you celebrate a birthday in the office, include your telecommuters on a speaker phone when you sing "happy birthday" to the celebrant. This will make your telecommuters feel like they are a part of the day to day world in your organization.
- Frequent communication with your telecommuters will enable you as the manager to maintain the appropriate guidance and direction with your employees.
- Keep the avenue open for reciprocal communications from your telecommuters. This will assist the telecommuters in avoiding feelings of isolation.
- Bring your telecommuters back into the office at regular intervals. As a manager, you can assign core days for your telecommuters to be in the office. The core days will be great opportunities for team meetings.

The telecommuting program for the County of Los Angeles is extremely flexible. Take advantage of that flexibility, for it will assist you in achieving success in your telecommuting efforts. Happy telecommuting!

Supervising Telecommuters

Do's

TRUST your telecommuter.

Encourage good organizational skills.

Develop your telecommuter.

Require participation in the surveys and evaluation process.

Encourage goal setting.

Give appropriate and timely feedback.

Take the time to plan.

Manage by measuring results.

Communicate regularly.

Use telecommuting as an opportunity to strengthen your management skills.

Be flexible and use your creativity to achieve optimum results from the program.

Expect changes.

Take telecommuting very seriously.

Delegate assignments equitably among your telecommuters and your non-telecommuting employees.

Plan meetings when your telecommuters can participate.

Include your telecommuters in day to day activities.

Schedule regular status reports.

Be prepared if telecommuting does work well to allow the employee greater frequency of telecommuting.

Be prepared if telecommuting doesn't work well to allow the employee to terminate participation in the program.

Don'ts

Don't conduct curfew checks.

Don't call your telecommuter every hour to check on progress.

Don't ignore your telecommuter.

Don't ask for constant status reports.

Don't set unrealistic deadlines for projects.

Don't neglect problems.

Don't set unattainable goals.

Don't manage by closely supervising.

Don't expect perfection; there will be adjustments.

Don't give telecommuting a bad name.

Don't expect everyone to be a successful telecommuter. Allow the unsuccessful telecommuter to terminate participation in the program.

AFGE/EPA Flexiplace Application

EPA

FLEXIPLACE POLICY

3180

12/23/97

Environmental Protection Agency
401 M Street, S.W.
Washington, D.C. 20460

Flexiplace Policy - Table of Contents

Section		Page
I.	Definition	1
II.	Purpose	1
III.	Scope	2
IV.	Responsibilities	2
	A. AAs' & RAs'	2
	B. Supervisors'	2
	C. Employees'	3
	D. Program Coordinators'	3
V.	Guidelines	4
	A. Eligibility Requirements for Regular Flexiplace	4
	B. Eligibility Requirements for Episodic Flexiplace	4
	C. Eligibility Requirements for Medical Flexiplace	4
	D. Work Agreements	5
	E. Work Schedules	6
	F. Position and Performance Issues	6
	G. Records Management	6
	H. Time and Attendance Issues	7
	I. Fair Labor Standards Act (FLSA)	8
	J. Worker's Compensation Coverage	8
	K. Pay Linkages	8
	L. Facilities Linkages	9
	M. Equipment Linkages	9
	N. Training Linkages	10
	O. Liability Issues	10
	P. Tax Issues	10
VI.	Application Process and Procedures	10
VII.	Termination	11
VIII.	Change Issues	11

Appendix

(1) Application Form A1

(2) Work Agreement A2

(3) Employee Self-Certification Safety Checklist A9

(4) Employee Self-Certification Time & Attendance Report A10

(5) Annual Recertification of Employee Eligibility Form A11

FLEXIPLACE

I. Definition

The Flexible Workplace Program (Flexiplace) provides employees the opportunity to work at a place other than the regularly assigned work site such as satellite locations or their residences. **Flexiplace is a work arrangement that is discretionary on the part of management, and voluntary on the part of the employee.** Participation in Flexiplace is NOT an employee right or entitlement. There are three types of Flexiplace arrangements at EPA:

1. **Regular.** Work is scheduled in advance and performed at the alternate workplace on a regular and recurring basis. Normally, employees will be scheduled to work no more than two days per week outside of the office.

2. **Episodic.** Available on an ad hoc, short-term basis to complete projects which are not regular or recurring in nature.

3. **Medical.** Designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned worksite. The medical condition shall be certified in a manner acceptable to the Agency.

> **NOTE:** Medical Flexiplace assignments are made at the discretion of management. Medical Flexiplace is intended for employees who DO NOT have permanent medical conditions. Employees with health related problems resulting from sensitivity to the workplace, injury sustained at the workplace, or chronic, non-workplace related health problems CANNOT use Medical Flexiplace as an arrangement for their condition. Instead, the employee should contact his/her servicing Human Resources Office for advice on the appropriate program to address their health condition.

II. Purpose

The Federal Government promotes telecommuting programs such as EPA's Flexiplace program to address the Government's challenges of: improving customer service, reducing energy consumption, safeguarding air quality, reducing traffic congestion, operating with limited funding, and meeting employee needs. EPA strives to make creative applications of new working arrangements such as Flexiplace available to the Agency's supervisors and

employees. Flexiplace may benefit the Agency and its employees by:

- providing a means of responding to rapidly changing factors that impact today's work force, such as demographic, societal and technological changes;
- reducing employee turnover and absenteeism;
- improving management techniques; and
- responding to sociological and environmental issues.

III. Scope

This policy is based on Office of Personnel Management (OPM) and General Services Administration (GSA) guidelines. It applies to situations in which an employee will work at a Flexiplace worksite and covers all permanent full-time and part-time EPA employees except those on Intergovernmental Personnel Agreements (IPAs) and Interagency Agreements (IAGs). Public Health Service Officers may participate in Flexiplace in accordance with all applicable rules and regulations of the USPHS Commissioned Corps Personnel System. Employees on official travel may not participate in Flexiplace.

IV. Responsibilities

Below are responsibilities for managers and employees.

IV. A. AAs' and RAs' Responsibilities

AAs and RAs must:

- decide on the application and use of Flexiplace assignments within their respective AAships or Regions. This includes determining which organizational elements and/or positions may participate in the program or be excluded from participation in the program.
- ensure that appropriate management controls and reporting procedures are in place before employees begin Flexiplace assignments.

IV. B. Supervisors' Responsibilities

Supervisors must:

- approve or disapprove the employee's participation in the program;
- approve or disapprove worksite arrangements (which must remain the same unless otherwise approved by the supervisor);
- assess the impact of the proposed Flexiplace assignment on the productivity of the office as a whole and on any other affected employees;
- assess the portability of the employee's work and the likelihood of the employee's successfully completing it away from the official duty station;

- develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station.
- provide equipment, when necessary and available, for the employee to adequately perform assigned work;
- complete required training;
- maintain productivity records and information to evaluate the employee's performance and quality of work.

IV. C. Employees' Responsibilities

Employees must:

- complete work agreements;
- observe agreed-upon hours of work in accordance with established EPA policies;
- observe Agency policies for requesting leave;
- safeguard Agency equipment and use it only for official purposes;
- complete the "Employee Self-Certification of Time and Attendance Report" (see Form 4 in attached Appendix) and return it to the supervisor on a biweekly basis;
- serve as the designated official (employer representative) in charge of their off-site workplace, and therefore be responsible for compliance with appropriate health and safety regulations. As the designated official the employee must:
  - complete the "Employee Self-Certification Safety Checklist," which identifies significant safety standards that should be met and
  - return it to his/her supervisor prior to entering into a Flexible Workplace Program Agreement.
- respond in a timely manner to Agency customers and to the public;
- complete required training; and
- if applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the Flexiplace assignment.

IV. D. Program Coordinators' Responsibilities

Program Coordinators must:

- ensure that all participating supervisors and employees are aware of their responsibilities;
- ensure that all participating employees receive training;
- maintain copies of all Flexiplace applications and workplace agreements; and
- monitor and evaluate the program.

NOTE: At his/her option, an AA/RA may establish this posit and place it anywhere in the organization. However, if an AA/RA does not designate a coordinator, he/she must ensure that the administrative functions listed above are appropriately delegated and performed by one person.

V. Guidelines

Below are guidelines for managers and employees.

V.A. Eligibility Requirements for Regular Flexiplace

An employee participating in Flexiplace must:

- have received the supervisor's approval for participation;
- have worked as an EPA employee for at least one year;
- have at least a level 3 (currently known at EPA as "Fully Successful") performance rating as the most recent rating of record;
- have portable work;
- have clearly defined performance standards and measurements;
- be willing to sign and abide by a written work agreement;
- if working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruption which could impact productivity.
- if applicable, be able to arrange for dependent care during the time the employee is working at home; and
- have demonstrated to the satisfaction of the supervisor the ability to work independently.

V.B. Eligibility Requirements for Episodic Flexiplace

The requirements are the same as for Regular Flexiplace; however, the nature of the work will usually be a project or a discrete portion of a project that is of short duration, with measurable work products of an infrequent or occasional nature.

NOTE: It is recommended that employees with frequent public or internal client contact be eligible only for Episodic Flexiplace participation.

V.C. Eligibility Requirements for Medical Flexiplace

The decision to approve an employee's participation in Medical Flexiplace is entirely that of the supervisor. The approval/disapproval will be based on the employee's ability to provide definitive, conclusive medical documentation concerning his/her temporary medical condition, and will include an expected return-to-work date. As a rule, temporary medical conditions would not continue for more than a few days to a few months. Supervisors may not leave

Medical Flexiplace assignments open-ended.

Medical documentation - The employee's physician must include a narrative description in the documentation that:

- clearly describes why a temporary change in work site would benefit the employee.
- lists restrictions that should be placed on the work performed at the alternative work site,
- summarizes the diagnosis,
- summarizes the prognosis, including expected return-to-work date, and
- discusses medical management (including how the temporary medical condition might interrupt the employee's work schedule).

To be considered for Medical Flexiplace, an employee's medical documentation must demonstrate that:

- the employee is unable to perform the duties of the position at the traditional work site because of temporary medical reasons.
- the employee is able to perform the duties of the position at an alternative duty station, and
- the employee will be able to return to the regular work site at a certain date.

Recertification - After six months in a Medical Flexiplace assignment, an employee must provide medical certification on the status of his/her medical condition to support continued participation.

> **NOTE:** Supervisors managing employees on Medical Flexiplace assignments that continue for longer than six months should reconsider whether the condition is temporary and whether Medical Flexiplace is the appropriate Agency vehicle to address the condition. For clarification on this issue, supervisors should call the servicing Human Resources Office.

V. D. Work Agreements

Each employee must sign a work agreement that covers the terms and conditions of participation in the Flexiplace Program (see Form 1 in attached Appendix). The work agreement constitutes an agreement by the employee and his or her supervisor to adhere to the Program's policies. Supervisors must recertify an employee's work agreement at least once every 12 months (see Form 5 in the attached Appendix).

The work agreement covers the following items:

- agreement to release home telephone number to "customers" (applies only to employees working at home);
- voluntary nature of the arrangement;
- length of Flexiplace assignment;
- hours and days of duty for each duty station;
- location of the duty station;
- responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;
- performance requirements; and
- proper use and safeguards of Government property and records: standards of conduct, etc.

V. E. Work Schedules

Flexiplace work schedules must state the days and times an employee will work in his/her regularly assigned work setting and in the Flexiplace work site. Work agreements for Regular Flexiplace will normally provide for a minimum of three days per week at the official duty station. Work schedules may parallel those in the office or be structured to meet the needs of participating employees and their supervisors. However, employees must work schedules consistent with their offices' core work hours and may not work non-standard evening and weekend schedules. Supervisors must approve overtime and compensatory time in advance.

V. F. Position and Performance Issues

1. Position Descriptions. Changes to position descriptions are not necessary unless the Flexiplace arrangement changes the actual duties to be performed. Minor modifications may be made to reflect the supervisory controls or work environment factors.

2. Performance Standards. Critical elements and performance standards must have clearly defined performance requirements that are quantifiable, measurable and results-oriented. Explicit and objective "norms" for work output should be based on experience with those required and sustained in the office and monitored through scheduled and required progress reports.

V. G. Records Management

EPA employees are required to comply with the following guidelines on using records or duplicating records when working at Flexiplace locations. Compliance with these Flexiplace policies will protect the Agency and the employee in the event of litigation or investigation. During an investigation, all relevant records must be made available to investigators and auditors.

1. Any official record removed for Flexiplace assignments remains the

property of EPA. Additionally, any official record that is generated from Flexiplace assignments becomes the property of EPA.

2. An Employee must get written approval from his/her supervisor prior to taking official records to a Flexiplace work site. This approval will be for a stated period of time only. All official records that are moved from an office location to a Flexiplace work site will be documented in accord with applicable procedures or requirements, e.g., charge-out procedures, check-out cards, sign-out sheets, etc.

3. The removal of Privacy Act and other sensitive information for Flexiplace assignments is subject to supervisory approval. When such records are used by EPA employees at Flexiplace locations, care must be taken to ensure that information is not disclosed to anyone except those who are authorized access to the information in order to perform their duties. Appropriate administrative, technical, and physical safeguards must be taken to ensure the security and confidentiality of these records.

4. At the conclusion of the approved charge-out time of the Flexiplace assignment, or upon termination of employment, the employee must return the official record to the EPA office. If the employee needs this record to complete future Flexiplace assignments, he/she must again get written approval from the supervisor, prior to removal of the record from the office.

5. When duplicate copies/records used at Flexiplace locations are no longer needed by the employee, they must be recycled or destroyed if they do not contain Privacy Act information. Duplicate records containing Privacy Act material must be returned to EPA for shredding. In the event that any information should be added to or changed in a duplicate record, it must be added to or changed in the official record. If an employee has a duplicate record at home and there is no longer an administrative need to retain the record, the employee must obtain permission from the supervisor to retain this duplicate copy for his/her own personal use.

6. Confidential Business Information (CBI) or national security classified information may not be removed from EPA offices except as permitted and authorized by established procedures.

V. H. Time and Attendance

1. Hours of Duty Employees may work standard schedules or follow Alternative Work Schedules (as statutorily defined), depending upon

Issues

the agreement between the employee and the supervisor. Alternative Work Schedules at EPA typically involve an employee working eight nine-hour days, one eight-hour day, with one day off each pay period. Employees must work schedules consistent with their offices' core work hours and may not work non-standard evening and weekend schedules.

2. Leave. The policies for requesting annual leave, sick leave, or other absence from duty remain unchanged. Employees are responsible for requesting leave in advance and keeping the timekeeper informed of leave usage.

3. Certification and Control of Time and Attendance (T&A). Supervisors must report time and attendance to ensure that employees are paid only for work performed and that absences from scheduled tours of duty are accounted for. Federal policy and procedures governing certification of time and attendance require agencies with employees working at remote sites to provide reasonable assurance that they are working when scheduled. Reasonable assurance may be obtained by occasional supervisor telephone calls, random visits by the supervisor to the employee's work site, and determination of the reasonableness of work output for the time spent. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report (see Form 4 in attached Appendix for an example), or by other acceptable means.

4. Administrative Leave, Dismissals, Emergency Closings. Although a variety of circumstances may affect individual situations, the principles governing administrative leave, dismissals, and closing remain unchanged. When an employee knows in advance of a situation that would preclude working at the Flexiplace work site, either time in the office or leave should be scheduled. In the event that the assigned duty station is closed due to the weather or other emergency, employees in Flexiplace assignments at an alternative work site would be expected to work their regularly scheduled hours unless they take leave.

V. I. Fair Labor Standards Act (FLSA)

The existing rules in 5 Title U.S.C. and in the Fair Labor Standards Act governing overtime also apply to Flexiplace arrangements. All overtime work for people in Flexiplace assignments must be approved in advance by the supervisor. An employee who works overtime without advanced supervisory approval may be removed from the Flexiplace program.

V. J. Workers Compensation

Flexiplace employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or workers' compensa-

tion for on-the-job injury or occupational illness if injured in the course of performing official duties at the official or alternate duty station. Supervisors must ensure that claims of this type are immediately brought to the attention of the servicing Human Resources Office. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor.

V. K. Pay Linkages

1. Duty Station. For pay purposes, the "official duty station" is the employee's Federal office.

2. Special Salary Rates. The employee's official duty station serves as the basis for determining special salary rates.

3. Premium Pay. The normal rules apply for night differentials and Sunday and holiday pay whether work is accomplished at the conventional or alternate duty station. The employee's official work schedule determines his/her entitlement to premium pay. Working at night, on Sundays or on holidays requires pre-authorization by the supervisor, whether working at the traditional work site or at an alternate work site.

V. L. Facilities Linkages

1. Home Office Space. If working at home, employees participating in Flexiplace should have a designated work space or work station for performance of their work-at-home duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

2. Home Utility Expenses. Incremental home utility costs associated with working at home will not be paid by the Agency. Exceptions apply only where the personal expense directly benefits the Government (e.g., business-related long distance or toll calls on the employee's personal phone).

3. Miscellaneous Expenses. Costs associated with the copying of work-related materials, facsimile charges, express mail, etc. may be reimbursed by the Agency, depending upon local policy.

4. Workplace Is Not a Government Facility. While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a Government facility, and that costs of safeguarding, insuring, and maintaining the home workplace and the Government property therein are the sole responsibility of the employee.

V. M. Equipment Linkages

The Agency will provide appropriate equipment, when it is available, for employees to perform work at the Flexiplace work site.

1. Telephone. EPA may provide telephone credit cards or may reimburse an employee working under an approved Flexiplace Agreement for business-related long-distance and toll phone calls on his/her personal phone. EPA may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances.

2. Laptop Computers, Agency-owned Equipment, etc. When available, Agency-owned property, such as laptop computers and other telecommunications equipment, may be used by employees in their private residences, provided the equipment is used only for official business. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the Agency and property passes must be issued for each piece of equipment. The Agency will not provide office furniture. All equipment, software, data, and supplies furnished by the Agency shall remain the sole property of the Agency. Employees must agree to return these items upon request of the Agency or upon termination of the Flexiplace agreement. Employees are responsible for the safety and security of all equipment and data provided by or generated for the Agency, including maintaining security and confidentiality. Employer-owned software shall not be duplicated. Employees are solely responsible for maintaining any of their personally-owned equipment.

3. Supplies. If needed, the Agency will provide necessary office supplies (paper, pens, diskettes, etc.). The Agency will not reimburse employees for any supplies purchased independently.

V. N. Training Linkages

Program Coordinators provide training for supervisors and employees that covers Flexiplace policies and guidelines, as well as personal, occupational, and health and safety aspects of Flexiplace arrangements. All Flexiplace participants must attend training prior to their initial Flexiplace participation.

V. O. Liability Issues

Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Human Resources Office. The Agency will address issues of employee or Agency liability in accordance with the specific facts of

each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and local law, where appropriate.

V. P. Tax Issues

Generally, a Federal tax deduction is not allowed for a home office or work space unless used exclusively on a regular basis as a principal place of business. Employees who believe they may be entitled to a tax deduction based on home office or work space, depreciation of employee-owned personal computers and related equipment, etc., should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations.

VI. Application Process and Procedures

The following language describing application procedures is provided as an example and may be modified to meet local needs.

1. Employees meeting the eligibility requirements for Flexiplace (see Section V, Paragraph A) may apply for the program provided their organizational elements or positions have been authorized by senior management to participate in the program. These employees must complete the application package (see Forms 1-3 in attached Appendix) and obtain the appropriate approval signatures.

2. The original signed application package must be forwarded to the Flexiplace Coordinator. The Flexiplace participant and his or her supervisor each should retain a copy.

3. All employees interested in participating in the Flexiplace Program must attend a Flexiplace training session, which provides an overview of the program and the requirements for participation.

VII. Termination

1. An employee may terminate his or her Flexiplace arrangement at any time without prejudice and return to his/her official work site.

2. A performance appraisal below level 3 (currently known at EPA as "Fully Successful") automatically terminates an employee's Flexiplace arrangement.

3. Management retains the right to terminate an employee's Flexiplace participation at any time. Reasons for termination may include:

   - the employee's Flexiplace assignment no longer benefits the Agency,
   - the employee's work assignments are not being performed

efficiently or effectively.

- the employee fails to comply with the agreed-upon program requirements,
- the employee fails to participate in requested program monitoring and evaluation activities (including surveys, focus groups, etc.), or
- conduct problems arise.

VIII. Change Issues

Whenever any element of the work agreement changes (position, work assignment, home office, or personnel changes, etc.) and participation is still approved, the Flexiplace arrangement must be reevaluated and modified. Examples of such changes include:

- the Flexiplace employee is reassigned to a different job and/or organizational unit,
- the supervisor of a Flexiplace employee is reassigned to a different job, or
- the Flexiplace employee is assigned a new supervisor.

Whenever changes occur, the following actions should be taken:

1. If the change results in a new supervisor for the Flexiplace employee and the employee would like to continue telecommuting: (a) the new supervisor will be provided orientation/training and given an overview of the employee's current work assignments and (b) the employee and supervisor will assess suitability for Flexiplace and, if approved, a new Flexiplace work agreement will be put in place.

2. If the change results from a change in job tasks/assignments, the employee and supervisor must reassess the employee's suitability for Flexiplace and complete a new work agreement.

APPENDIX

The following forms must be used as is or modified for local use.

Flexiplace Application Package

1. Application Form
2. Work Agreement
3. Safety Checklist

Other Attachments

4. Employee Self-Certification Time and Attendance Report
5. Annual Recertification of Eligibility

1. FLEXIPLACE APPLICATION FORM

Employee Name	
Job Title	Grade Level
Division/Office	Mailcode
Home Address	Home Telephone Number
First Line Supervisor	Telephone Ext.

Type of Flexiplace Applied for: [ ] Regular [ ] Episodic [ ] Medical

Regular - _____ days per week/pay period; Medical - consult with Flexiplace Coordinator or your Human Resources Office for more information on this program

1. Type of work to be performed at alternate work site. *(Please be specific. If more space is needed, use the Comments Section on this form or continue on a separate sheet of paper.)*

2. Briefly describe how you meet the criteria for participation. (See page 4 of the Program Guidance)

3. Benefits to the Agency.

4 Comments.

Employee Signature	Date

ACTION ON APPLICATION

	Approved		Disapproved

Reason for Disapproval (if applicable)

Supervisor's Signature	Date
Approving Official's Signature	Date

If employee is approved for Flexiplace participation, provide employee and office timekeeper with a copy of this form and send the original to the Flexiplace Coordinator or appropriate official.

If the employee is disapproved for Flexiplace participation, please inform the employee of the reason(s) for disapproval.

Employee's official tour of duty is listed below:

Pay Period Work Week	Day	Hours From	Hours To	Duty Station Official	Duty Station Alternate
Week 1	Monday				
	Tuesday				
	Wednesday				
	Thursday				

	Friday				
Week 2	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				

Note: Management reserves the right to alter the employee's Flexiplace work schedule to accommodate peak workload office demands or for any other official purpose with advance notification.

AFGE/EPA Flexiplace Work Agreement

2. FLEXIPLACE WORK AGREEMENT

Name	Mailcode

All terms set forth in the Flexiplace policy document are hereby incorporated by reference in this work agreement.

1. Employee agrees to adhere to the applicable guidelines and policies. EPA, hereinafter referred to as Agency, concurs with employee participation and agrees to adhere to the applicable guidelines and policies.

2. Duty Station. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

   Official duty station: _____

   Alternate duty station (the location in which the employee is designated to work while not at the official duty station): _____

Please describe the designated work area in the alternative duty station:

3. Employee's timekeeper will have a copy of the employee's Flexiplace schedule. Employee's time and attendance will be recorded as Flexiplace Time using a special code established for this purpose. Employee's supervisor will certify biweekly time and attendance for hours worked. Employee must complete the "Employee Self-Certification Time and Attendance Report" (Attachment 1) and return it to his or

her supervisor on a biweekly basis.

4. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this agreement the employee agrees to follow established procedures for requesting and obtaining approval of leave.

5. The employee will continue to work in a pay status while working at his/her alternate duty station. An employee who works overtime or compensatory time that has been requested and approved in advance will be compensated in accordance with applicable laws and regulations. By signing this agreement, the employee agrees to obtain proper approval for overtime or compensatory time work. Failure to adhere to proper approval for overtime or compensatory time may result in the employee's removal from the Flexiplace Program or other appropriate action.

6. An employee who is authorized to use Agency equipment will protect the Agency equipment in accordance with the procedures established in FIRMR Bulletin 30, dated October 15, 1985. An employee who provides his/her own equipment is responsible for installing, servicing, and maintaining it.

7. The employee agrees to permit periodic inspections by the Agency of the alternate duty station during the employee's normal working hours to ensure proper maintenance of Agency-owned equipment and duty station conformance with health and safety standards. The supervisor must provide the employee with at least 24 hours advance written notice of the inspection.

8. The Agency is not liable for damages to an employee's personal or real property during the course of performance of official duty or while using Agency equipment in the employee's alternate duty station, accept to the extent the Agency is liable under the Federal Tort Claims Act or under the Military Personnel and Civilian Employees Claims Act. Typically, damage to an employee's real or personal property will not be compensable.

9. The Agency is not responsible for operating costs, home maintenance or any other incidental costs (e.g., utilities) whatsoever associated with the use of the employee's

alternate duty station (e.g., home residence). The Agency will provide necessary office supplies that are regularly available at the Agency (such as paper, pens, printer ribbons, diskettes, envelopes, tape, staples, etc.).

10. An employee working under an approved Flexiplace Agreement will be reimbursed for business-related long distance and toll phone charges on his or her personal phone. Costs associated with the copying of work-related materials, facsimile charges, express mail, etc. may be reimbursed by the Agency.

11. The employee is covered under the Federal Employee's Compensation Act (FECA) if injured in the course of performing official duties at the official or alternate duty station, in accordance with applicable Department of Labor regulations and standards governing FECA liability.

    Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor and the servicing Human Resources Office. Because an employment-related accident sustained by an employee participating in the Flexiplace Program could occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

    The employee must complete the "Employee Self-Certification Safety Checklist," which identifies significant safety standards that should be met, and submit it to his/her supervisor prior to participating in the Flexiplace Program.

12. The employee will communicate as needed with his/her supervisor to receive assignments and have completed work reviewed in accordance with the supervisor's instructions.

13. The employee will complete all assigned work in accordance with his/her supervisor's instructions. Regular and required progress reporting, as defined by the supervisor, will be used by the supervisor in his/her assessment of the employee's job performance.

14. The supervisor will evaluate employee's job performance against performance standards established in the employee's performance agreement. The agreement will be

amended to reflect the employee's Flexiplace participation, if appropriate.

15. To participate in the Flexiplace Program, an employee must have a performance rating of Fully Successful (level 3 or equivalent) or better in the most recent approval. This does not apply to employees who are statutorily exempt from performance ratings (e.g., Administrative Law Judges).

16. The employee agrees to use approved safeguards to protect Agency records from unauthorized disclosure or damage and to comply with the requirements set forth in the Privacy Act of 1974, as amended, 5 U.S.C. 552a, and those concerning release of confidential business information (CBI) as set forth in 40 C.F.R. Part II, Subpart B. See Section V.G. in the EPA Flexiplace Program Guidance for more details.

17. The employee may suspend or terminate participation in Flexiplace at any time without prejudice. Management has the right to remove the employee from the program if the employee's participation in the program fails to meet the needs of the organization, as defined by the supervisor. Reasons for termination include: the employee's Flexiplace assignment no longer benefits the Agency, the employee's work assignments are not being performed efficiently or effectively, the employee fails to comply with the agreed-upon program requirements, and conduct problems.

18. The employee agrees to perform his/her officially assigned duties at either the official duty station or the alternative duty station. Failure to comply with this provision may result in administrative action, such as charge of leave, loss of pay, termination of participation in the program, or disciplinary action, as warranted, based on the situation.

19. The employee agrees not to conduct unauthorized personal business while in official duty status at the official or alternate duty station (e.g., dependent care, home repairs, real estate transactions). The employee agrees to arrange for any dependent care and other personal responsibilities in a manner that allows him/her to successfully meet job responsibilities. Flexiplace is <u>not</u> a substitute for dependent care.

20. This Agreement does not restrict the employee's right to change schedules in accor-

dance with existing policies. If a permanent change of schedule is approved, the schedule on pages A2-A3 of the application package will be changed accordingly and initialed by both the employee and the supervisor.

21. The employee and the supervisor agree to attend the required training and orientation prior to participation in the Flexiplace Program.

22. The employee and the supervisor agree to complete the "Annual Recertification of Employee Eligibility to Continue in the Flexiplace Program" (Attachment 5) and submit it to the Flexiplace Program Coordinator or appropriate official prior to the anniversary date of the agreement.

I have read the work agreement and agree to adhere to the applicable guidelines and policies as set forth in this document	
Employee s Signature	Date
EPA concurs with the participation of this employee and agrees to adhere to the applicable guidelines and policies.	
Supervisor s Signature	Date
Approving Official's Signature	Date

3. EMPLOYEE SELF-CERTIFICATION SAFETY CHECKLIST

The following checklist is designed to assess the overall safety of the alternate duty station and must be completed and signed prior to the beginning of the Flexiplace assignment. Please read, complete and sign the checklist and obtain your supervisor's approval and signature.

		Yes	No	N/A
1	Is the space free of asbestos-containing materials?			
2	If asbestos-containing material is present, is it undamaged and in good condition? (Only check if applicable)			
3	Does the space appear to be free of indoor air quality problems?			
4	Is the space free from excess noise?			
5.	Is there a potable (drinkable) water supply system in place?			
6	Is adequate ventilation present for the desired occupancy?			
7.	Are bathroom(s) available with hot and cold running water?			
8	Are all stairs with four or more steps equipped with handrails?			
9	Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?			
10	Do circuit breakers clearly indicate if they are in the open or closed position?			
11	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 fixed to the ceiling)?			
12	Will the building's electrical system permit the grounding of electrical equipment?			
13	Are aisles, doorways and corners free of obstructions to permit visibility and movement?			
14	Do file cabinets and storage closets open so they do not obstruct walkways?			
15	Do chairs have well-fixed (not loose) casters/wheels?			
16	Are the rungs and legs of chairs sturdy?			
17	Are the phone lines, electrical cords, and extension wires safely secured.			
18	Is the office space free of combustible materials?			
19	Is there adequate electrical lighting to accomplish work assignments?			
20	Are floor surfaces clean, dry, and level?			
21	Are carpets well secured to the floor and free of frayed or worn seams?			

Employees agree by their signature hereon that the purpose of this checklist is to assist employees in meeting their individual obligation to ensure their safety and the safety of others in their respective home workplace. The Agency and any supervisor are not able to ensure compliance with any of the provisions of this checklist and accordingly do not undertake to do so. Failure by the Agency or any supervisor to inspect the premises or any act or omission related to any such inspection shall not be deemed to shift the responsibility of ensuring safety in the home workplace from the employee. Employees are responsible for informing their supervisors of any significant change to their home workplaces.

Employee's Signature	Date
Supervisor's Signature	Date

4. Flexiplace Program
Employee Self-Certification Time and Attendance Report

Employee Name	Beginning Date:
	Ending Date:

Enter all hours worked over the two week pay period. Place a ✓ in the "F" column for days worked on Flexiplace.

DAY	F	HOURS From	To	DAILY TOTAL	A/L	S/L	CT/OT
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							

Employee's Signature	Supervisor's Signature
Remarks:	

5. Annual Recertification of Employee Eligibility to Continue in the Flexiplace Program

Employee's Name	Supervisor's Name

RECERTIFICATION -- at least every 12 months
Type of Flexiplace:[ ] Regular [ ] Episodic [ ] Medical>
Regular - _____ days per week/pay period; Medical - consult with Human Resources Office for details.

For regularly scheduled Flexiplace participants, list the employee's established work schedule below. Indicate in the last row if the work site is at the office (O) or the Flexiplace (F) site. Please be sure to include a ½ hour unpaid lunch period for each work day.

Hours	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
Start										
End										
Site										

The following checklist is designed to help you assess an employee's eligibility to continue in the Flexiplace Program.

		Yes	No
1.	Do the work assignments and responsibilities of the employee's current position warrant continued participation?		
2.	Is the employee's most recent performance rating Fully Successful or higher?		
3	Does the employee demonstrate ability to work independently?		
4.	Is the employee able to maintain the quality and quantity of his or her work?		

	Approved		Disapproved. Reason:

I have reviewed and discussed the recertification criteria and decision with the employee.

Supervisor's Signature	Date
Employee's Signature	Date

Distribution Instructions:
Make three copies of the completed form and distribute as follows:
(1) Supervisor
(2) Employee
(3) Employee's Timekeeper

Send original to the Flexiplace Coordinator or appropriate official

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

RECEIVED 11/30

NOV 25 1998

NOV 25 1998

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

MEMORANDUM

SUBJECT: Final American Federation of Government Employees National Collective Bargaining Agreement for Flexiplace

FROM: Romulo L. Diaz, Jr.
Assistant Administrator

TO: Assistant Administrators
General Counsel
Inspector General
Chief Financial Officer
Associate Administrators
Regional Administrators
Staff Office Directors

I am pleased to announce that the American Federation of Government Employees (AFGE) National Collective Bargaining Agreement for flexiplace was successfully negotiated and signed. This agreement must be implemented as approved by all organizational locations within the AFGE bargaining unit. The agreement does not affect non-AFGE bargaining units. The agreement was effective on November 13, 1998. I would like to congratulate the union and management negotiating team for their diligence, patience, and fortitude demonstrated while working together to conclude this agreement. Attached to this memorandum is a copy of the AFGE/EPA Flexiplace Agreement.

This mutual agreement by AFGE National union and management includes: (1) procedures for employees to follow in requesting flexiplace; (2) factors for management to consider in exercising its flexibility to grant or deny flexiplace, such as portability of the work, the employee's time, attendance and performance history, and the availability of funds to support flexiplace work stations; (3) recognition of three types of flexiplace (medical, episodic, and regular) with somewhat different criteria; (4) recognition that EPA bargaining unit employees who were in flexiplace arrangements as of May 11, 1998, may continue under that arrangement until 30 days after the effective date of the agreement; and (5) the agreement does not delegate bargaining to the local level and will become part of the new AFGE National contract. Inconsistent local agreements or practices in AFGE-represented locations will be superseded by this agreement unless specifically exempted by the agreement.

Printed on Recycled Paper

A copy of the agreement will be placed on the EPA home page and a synopsis of the agreement will appear in Employee Matters. Should you have questions please contact Steve Sharfstein at (202) 260-2842 or Linda Wallace at (202) 260-3686.

Attachments

cc: Assistant Regional Administrators
Alan Hollis, President, AFGE National Council
Human Resources Officers
Program Management Officers
Headquarters Human Resources Staff Directors

NTEU/EPA Flexiplace Program

AFGE/EPA FLEXIPLACE PROGRAM

TABLE OF CONTENTS

I. Scope and Terms of Agreement

II. Purpose

III. Definitions

IV. Responsibilities

V. Eligibility

VI. Criteria for Approval/Disapproval

VII Flexiplace Guidelines

VIII. Application Process and Procedures

IX. Withdrawal or Removal from Flexiplace Program

X. Changes

XI. Problems with Potential Affect on Work Performance

XII. Implementation

APPENDICES

(1) Application

(2) Safety Checklist

(3) Work Agreement

(4) Employee Certification of Time & Attendance Report

(5) Notice of Removal from Flexiplace

I. Scope and Terms of This Agreement

The parties agree that the implementation and administration of the EPA Flexiplace Program in the AFGE/EPA bargaining unit will be governed by applicable law, government-wide rules and regulations, and this agreement.

II. Purpose

The Federal Government promotes telecommuting programs such as EPA's Flexiplace program to address the Government's challenge of: improving customer service, reducing energy consumption, safeguarding air quality, reducing traffic congestion, operating with limited funding, and meeting employee needs.

III. Definitions

A. Flexiplace. Flexiplace is the assignment to work at an alternate work location other than an employee's official work station. Participation is voluntary. Generally, any occupation/job involving portable work can be considered for inclusion. Management will approve participation based on such factors as mission accomplishment, costs, and benefits to the organization and employees. There are three forms of Flexiplace covered by this agreement:

1. Regular. Under this type of Flexiplace arrangement, employees may request the performance of duties at an alternate work location on a regular and recurring basis Normally, employees will be scheduled to work no more than two days per week at the Alternate Work Location (AWL). Flexiplace day(s) must be the same each week under this form of Flexiplace.

2. Episodic. This form of Flexiplace is appropriate for work or assignments of specific limited duration that can be performed at an AWL.

3. Medical. This form of Flexiplace is designed for the continued accomplishment of Agency work while an employee has a medical condition which does not affect the employee's ability to perform his or her regular work assignment at an AWL. The Agency may request the employee to provide a physician's statement of incapacitation or other acceptable evidence related to the reason for the employee's Medical Flexiplace request.

The Employer may approve up to 5 days per week at the AWL.

This type of Flexiplace is not intended to be a permanent arrangement and will normally not exceed 6 months. This time period may be extended where the eligibility factors and other requirements of this agreement are met. Such extensions will not be unreasonably denied

B Alternate Work Location (AWL) The AWL is an agreed-upon work location other than the employee's official work station

C. Portable Work. Work that is normally performed at the employee's official work site but which can be performed with equal effectiveness at another location with respect to quality, quantity, timeliness, customer service and other aspects of mission accomplishment. It is understood that this work is part of the employee's regular assignment and does not involve a change in duties or the way assignments are performed. In order to be portable, the work must be clearly defined and measurable.

IV. Responsibilities

A. Management is responsible for approving the use of Flexiplace in accordance with the terms of this agreement and in consideration of such factors as mission accomplishment, service to the public, and costs and benefits to the Agency and its employees.

B. Employees are responsible for the following:

1. Completing required applications/agreements to participate in program. (Appendix 1-3)
2. Making timely advance requests for use of Flexiplace in a manner that allows approving official sufficient time to consider and plan for the request.
3. Observing agreed upon hours of work in accordance with established policies and bargaining agreement(s).
4. Observing established policies and procedures for requesting and using leave.
5. Safeguarding Agency equipment and supplies and using them only for official purposes
6. Completing the Employee Self-Certification of Time and Attendance Report and returning it to the supervisor on a biweekly basis. (Appendix 4)
7. Performing only official EPA business while on a Flexiplace assignment, including maintaining an AWL environment that is free from distractions and interruptions.
8. Maintaining compliance with appropriate health and safety regulations, and reporting unsafe working conditions.

V. Eligibility

In order to participate in the Flexiplace program, an employee must:

1. Have volunteered for the program
2. Have supervisory approval for participation
3. Have worked as an EPA employee for at least one year.
4. Not be a probationary or temporary employee.
5. Not have had documented performance or conduct deficiencies within the preceding 12 months.
6. Have portable work

7. If working at home, be able to provide an appropriate work location with adequate space not subject to undue interruption which would impact productivity and access to a telephone.
8. Have demonstrated the ability to work independently.

VI. Criteria for Approval/Disapproval

A Criteria for approval includes the following:

1. Portability of the work.
2. Reasonableness and practicality of the request with respect to such issues as complexity of administrative arrangements that need to be made or potential impact on other employees' work load.
3. Additional cost to the Agency.
4. Availability of necessary equipment.
5. Service delivery to internal and external customers, including office coverage.
6. Needs of the employee.

B. Generally, requests will not be approved if any of the following conditions apply:

1. The employee has been with the Agency for less than one year.
2. The position requires extensive face to face contact with supervisors, other employees, clients or the general public.
3. The work requires access to material which is routinely required to accomplish assignments and cannot be removed from the official work site.
4. Any performance or conduct deficiencies, including time and attendance, have been identified and documented.
5. The employee's work schedule is insufficient to provide both office and Flexiplace days because of a limited tour of duty.
6. The work requires close supervision because the employee is new to the work or is being trained on new or developmental duties, or other work monitoring requirements.
7. The employee has not demonstrated an ability to work independently, including time management.

VII. Flexiplace Guidelines

A. Work Agreement. Employees who have been approved for Flexiplace assignments must sign a Flexiplace Work Agreement that covers the terms and conditions of participation in the Flexiplace Program (Appendix 3). This agreement will provide employees with sufficient information about the Flexiplace Program so they can make an informed decision whether to participate When signed, this agreement documents commitment by the employee and his/her supervisor to adhere to Flexiplace policies. The work agreement includes the following items

1. Privacy Act/security provisions for government property and records;
2. Personal and financial liability;
3. Agreement to release home telephone number to "customers" (applies only to employees working at home);
4. Voluntary nature of the arrangement.
5. Length of the Flexiplace assignment.
6. Days and hours of duty for each duty station.
7. Location of AWL.
8. Responsibilities for timekeeping, leave approval, overtime or compensatory time.
9. Work assignments for the AWL.

B. Work Schedules. The same work schedule rules that apply at the regular work site apply at the alternate work location.

C. Position Descriptions and Performance Issues.

1. Position Descriptions. Changes to position descriptions are not necessary because the actual duties to be performed should remain the same.

2. Performance Standards. Critical elements and performance standards must have clearly defined performance requirements that are quantifiable, measurable and results oriented. Changes should not be necessary because the actual duties to be performed and any assessment of results should remain the same at the AWL.

D. Records Management

EPA employees are required to comply with the following guidelines on using records or duplicating records when working at Flexiplace locations. Compliance with these Flexiplace policies will protect the Agency and the employee in the event of litigation or investigation. During an investigation, all relevant records must be made available to investigators and auditors.

1. Any official record removed for Flexiplace assignments remains the property of EPA. Additionally, any official record that is generated from Flexiplace assignments becomes the property of EPA.

2. Confidential and Privacy Act information will continue to be properly safeguarded at AWL just as it is at the official duty station using established procedures as permitted and authorized (for example, the EPA TSCA Confidential Business Information Security Manual)

3 Employees must comply with any and all other applicable records security laws, regulations and policies.

E. Time and Attendance

1. Employees performing work at the AWL are subject to the same maximum workday limits as they would be if they were performing work at the official duty station. Employees performing work at the AWL are not authorized to work overtime or official compensatory time, except in special circumstances (e.g., to meet priority needs of the Agency). In these situations, prior approval must be obtained from their supervisor.

2. Employees performing work at the AWL will follow established procedures for requesting and obtaining approval of leave, consistent with Article 24 of the Master Collective Bargaining Agreement.

3. Certification and Control of Time and Attendance (T&A). Federal policy and procedures governing certification of time and attendance require agencies with employees working at AWL to provide reasonable assurance that they are working when scheduled and absences during the work day are accounted for. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report (see Form 4 in attached Appendix for an example), or in accordance with other established procedures.

4. Administrative Leave/ Emergency Closings/Late Openings/ Dismissals: Employees are not entitled to excused absence for emergency closings, delayed openings or early dismissals for conditions or events that do not affect their reporting for duty at the alternative work location. In the event that conditions prevent the employee from performing his/her duties at the alternative work location (e.g., power outage), the employee must report to the official work site if it is open, subject to the same excused absence allowances provided to other employees at that site, or request appropriate leave.

F Fair Labor Standards Act

The existing rules in Title 5 U.S.C. and in the Fair Labor Standards Act governing overtime also apply to Flexiplace arrangements. All overtime work for employees in Flexiplace assignments must be approved in advance by the supervisor.

G. Workers Compensation

Flexiplace employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or Workers Compensation for on-the-job injury or occupational illness if injured in the course of performing official duties at the official duty station or the alternate work location. Supervisors must ensure that claims of this type are immediately brought to the attention of the servicing Human Resources Office. Any accident or injury occurring at the alternate work location must be brought to the immediate attention of the supervisor. Because the Agency is liable for potential workers compensation costs, the Agency shall have the right to conduct inspections of employees' Alternate Work Location(s), provided 24 hours advance notice is given and the employee is working at the alternate work site on the day of the inspection.

H. Pay Rates

1. Duty Station. For pay purposes, the "official duty station" is the employee's Federal office.

2. Special Salary Rates. The employee's official duty station serves as the basis for determining special salary rates.

3. Premium Pay. The same rules and regulations apply for night differentials and Sunday and holiday pay whether work is accomplished at the conventional or AWL. The employee's official work schedule determines his/her entitlement to premium pay. Working at night, on Sundays or on holidays requires pre-authorization by the supervisor, whether working at the traditional work site or at an AWL.

I. Facilities

1. Home Office Space. If working at home, employees participating in Flexiplace should have a designated work area for performance of their work-at-home duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

2. Equipment and Expenses. The Agency will provide appropriate equipment, when it is available, for employees to perform work at the Flexiplace work site. Employees may choose to use home personal computers and other office equipment in support of their Flexiplace requests. The Agency will not be responsible for any operating costs, home maintenance, homeowners or renters insurance, or other residential costs associated with a flexiplace assignment except the Agency will pay the cost for authorized telephone calls (including toll calls) incurred for official Agency business.

a.. Telephones. EPA may provide telephone credit cards or may reimburse an employee working under an approved Flexiplace Agreement for business-related long-distance and toll calls on his/her personal phone. EPA may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances. The Agency reserves the right to determine the most cost-effective manner of covering telecommunications costs.

b. Laptop Computers, Agency-owned Equipment, etc. When available, Agency-owned property, such as laptop computers and other telecommunications equipment, may be used by employees in their private residences, provided the equipment is used only for official business. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the Agency and property passes must be issued for each piece of equipment. All equipment, software, data, and supplies furnished by the Agency shall remain the sole property of the Agency. Employer-owned software shall not be duplicated for private use or profit. Employees must agree to return these items upon request of the Agency for maintenance or any other reason, or upon termination of the Flexiplace agreement

Employees are responsible for the safety and security of all equipment and data provided by or generated for the Agency, including maintaining security and confidentiality. Employees are solely responsible for maintaining any personally-owned equipment.

c. Supplies. If needed, the Agency will provide necessary office supplies, (paper, pens, diskettes, etc.), subject to applicable rules and regulations regarding use of government property.

3. Miscellaneous Expenses. Employees are expected to plan for and accomplish necessary photocopying, mail, and facsimile transmissions at the AWL. In emergency situations, and with the prior approval of the supervisor, costs associated with the copying of work-related materials, facsimile charges, express mail, etc., may be reimbursed.

4. Workplace Is Not a Government Facility. While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home work place is not a Government facility, and that costs of safeguarding, insuring, and maintaining the home work place and the Government property therein are the sole responsibility of the employee.

5. Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Human Resources Office. The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and applicable law, as appropriate .

6. Generally, a Federal tax deduction is not allowed for a home office or work space unless used exclusively on a regular basis as a principal place of business. Employees who believe they may be entitled to a tax deduction based on home office or work space, depreciation of employee-owned personal computers and related equipment, etc., should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations.

VIII. Application Process and Procedures

The following language describes application procedures:

A. The employee will submit the attached application for performing work at the AWL. The application will describe the nature of the duties to be performed and the specific day(s) requested. The request will be submitted to management for approval. The decision will be provided to the applicant in writing as soon as possible, normally within 15 calendar days.

B. The Application must be submitted within a reasonable advance period allowing sufficient time for the approving official to consider and plan for the request. If the assignment is initiated by the supervisor, and the employee concurs, the employee is still responsible for submitting a Flexiplace Program Application.

C. The criteria for approving a request to work at the AWL will be based on the terms of this agreement.

D. Employees and their supervisors approved for the Flexiplace Program must receive applicable guidance, which may include training and/or other types of communication, which provides an overview of the program and the requirements for participation.

IX. Withdrawal or Removal from the Flexiplace Program

A. An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official duty station. Employee notice to the supervisor should be in writing and acknowledged by the supervisor to prevent misunderstandings about the employee's work location.

B. The Agency may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement and/or any performance or conduct issues or concerns which adversely affect or alter the conditions pertaining to any of the approval criteria identified in Section VI. When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal (Appendix 5). The employee may reapply for Flexiplace Program participation 6 months after removal from the Program, provided that her/his performance and conduct are fully satisfactory.

X. Changes

A. When any aspect of the work agreement changes (e.g, position, work assignment, supervisor, alternate work location, etc.), the employee and supervisor will reassess the employee's work for Flexiplace suitability and continued approval.

XI. Problems with Potential Affect on Work Performance

A. Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the AWL. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

B. In the event of a local emergency situation which adversely affects employees' ability to commute to the workplace (e.g , transit strike, natural disaster), the parties agree to meet immediately to discuss possible temporary Flexiplace arrangements for affected employees

XII. Implementation

A. The provisions of this agreement do not modify government-wide laws, regulations or the Master Collective Bargaining Agreement for using Flexiplace (or some variation of the program) as a reasonable accommodation for qualified disabled individuals.

B. EPA bargaining unit employees who are using Flexiplace arrangements as of 5/11/98 will continue under that arrangement until 30 days after the effective date of this agreement, when they will be required to comply with these provisions.

C. Violations of this agreement are subject to the negotiated grievance procedure between the parties.

D. This agreement becomes effective on the 31st days after the completion of Agency Head Review. If any portion is properly disapproved, the remaining portion will become effective and the parties will return to the bargaining table as soon as possible to resolve outstanding issues.

E. Union and management will meet within 12 months of the implementation date of this agreement to review available data and to discuss and identify concerns or issues regarding the Flexiplace program. AFGE participants will be provided official time and travel expenses to prepare for and participate in these meetings. If further meetings are necessary, they will be jointly arranged.

1. The following information on each AAship and Regional Office will be provided to the Union no later than 12/31/98 in order to get a current picture of existing Flexiplace programs within the Agency:

a. Name, job title, series and grade and location of every employee on Flexiplace as of October 31, 1998.

b. Type of Flexiplace (Regular, Episodic, Medical)

c. All handouts/training materials/guidelines for the EPA/AFGE Flexiplace program

d. Beginning and ending date (projected or actual) of each employee's Flexiplace assignment

e. Copies of any surveys done with participants for any reason

f. Copies of any reports or evaluations regarding the Flexiplace program provided to the upper level EPA management, other agencies or organizations outside of EPA

F. The existing goals for Flexiplace participation in Region I, Region VIII or any other portion of the bargaining unit will not be reduced or eliminated.

G. An electronic copy of this agreement will be place on the EPA LAN with a 7-day pop-up notice, on the web page and in "Employee Matters." A hard copy will be provided to new employees and other bargaining unit employees if individually requested

H. This agreement will become a part of the new AFGE national contract and will not be re-opened except by mutual agreement during the life of the contract.

For AFGE:

Jill Hastings-Ellis 9/29/98

Jill Hastings-Ellis, Chief Negotiator

Alan L. Hollis 9/29/98

Alan L. Hollis, Council 238 President

Eyvone Petty-Collier 10/13/98

Eyvone Petty-Collier, Council 238 1st VP

For EPA:

Linda J. Wallace 10-13-98

Linda J. Wallace, Chief Negotiator

Devereaux Barnes 10/8/98

Devereaux Barnes, Office Director, OSW

Steven E. Johnson, LMR Rep, Region III

NTEU/EPA Flexiplace Application

Appendix (1)
AFGE/EPA FLEXIPLACE APPLICATION FORM

Employee Name_____ Telephone Ext._____ Mailcode_____

Type of Flexiplace: Regular _____ Episodic _____ Medical _____

Job Title/Series/Grade _____ Division/Office _____

Alternate Work Location Address _____

Alternate Work Location Telephone _____ FAX _____

First Line Supervisor _____ Telephone Ext _____

Number of Days per Pay Period requested for Alternate Work Location _____

Description of work to be performed at Alternate Work Location:

I certify that I have at least a Fully Successful or Pass performance appraisal rating
I certify that I have work space at the alternate work location suitable for performing work.
I certify that I am willing to sign and abide by the Flexiplace Program Work Agreement.
If the request is for medical flexiplace, medical documentation justifying the reason for the request and the projected duration of the need is attached to this application.

Employee Signature_____ Date _____

****

ACTION ON APPLICATION

Approved _____ Disapproved _____

Specific Reason for Disapproval. _____
_____
_____
_____

Supervisor's Signature_____ Date _____

Approving Official's Signature _____ Date _____

NOTE: A copy of this form should be maintained by the employee, the supervisor and a copy sent to the appropriate Flexiplace Coordinators.

Appendix A (2)
EMPLOYEE SELF-CERTIFICATION SAFETY CHECKLIST

The following checklist is designed to assess the overall safety of the AWL and must be completed, signed and given to your supervisor with your application for the Flexiplace program

	Yes	No	N/A	Comments
1 Is the space free of asbestos material?				
2 If NO, is the asbestos undamaged and in good condition?				
3 Does the space appear to be free of indoor air quality problems?				
4 Is the work space free from excess noise?				
5 Is water available and drinkable in the space?				
6 Is ventilation adequate?				
7 Is a bathroom available with hot and cold running water?				
8 Are there handrails for stairs with more than 3 steps?				
9 Are circuit breakers/fuses in the electrical panel labeled as to intended service?				
10 Do circuit breakers clearly indicate if they are opened or closed?				
11 Is electrical equipment free of recognized hazards that would cause physical harm (for example, frayed wires, bare conductors, loose wires, exposed wires fixed to the ceiling, a rat's nest of plugs in a single outlet and so on)?				
12 Will the building's electrical system permit the grounding of electrical equipment?				
13 Are aisles, doorways and corners free of obstructions to permit visibility and movement?				
14 Do file cabinets and storage closets open so they do not obstruct walkways?				
15 Do chairs have stable and secure wheels/casters?				
16 Are rungs and legs of chairs stable and sturdy?				
17 Are the phone lines, electrical cords and extension wires safely secured?				
18 Is the office free of combustible or materials?				
19 Is there adequate electrical lighting to accomplish the work assignments?				
20 Are floor surfaces clean, dry and level?				
21 Are carpets well secured to the floor and free of frayed or worn seams?				
22 Are there any other known safety issues that should be addressed for this work space?				

Signing this form does not guarantee that the AWL is hazard free, but does verify that the employee has made a reasonably careful inspection for potential hazards. Employees are responsible for informing their supervisors of any changes to their AWL which could impact on health and safety of the employee and others.

Employee's Signature _____ Date _____

Supervisor's Signature _____ Date _____

Appendix (3)
AFGE/EPA FLEXIPLACE WORK AGREEMENT

All terms set forth in the AFGE/EPA Flexiplace Agreement ("Flexiplace Agreement") are hereby incorporated by reference in this work agreement.

Name_____ Mailcode _____

1 Employee agrees to adhere to the AFGE/EPA Flexiplace Agreement. EPA, hereinafter referred to as Agency, concurs with employee participation and agrees to adhere to the AFGE/EPA Flexiplace Agreement

2. Duty Station. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

Official duty station _____

Alternate Work Location (the location in which the employee is designated to work while not at the official duty station) _____

3 Please describe the designated work area in the AWL.

4. Employee's timekeeper will have a copy of the employee's Flexiplace schedule. Employee's time and attendance will be recorded as Flexiplace Time using a special code established for this purpose. Employee's supervisor will certify bi-weekly time and attendance for hours worked. Employee must complete the "Employee Self-Certification Time and Attendance Report" (Appendix 4) and return it to his or her supervisor on a bi-weekly basis.

5. Employees performing work at the AWL will follow established procedures for requesting and obtaining approval of leave, consistent with Article 24 of the Master Collective Bargaining Agreement.

6 Employees performing work at the AWL are subject to the same maximum workday limits as they would be if they were performing work at the official duty station. Employees performing work at the AWL are not authorized to work overtime or official compensatory time, except in special circumstances (e g., to meet priority needs of the Agency). In these situations, prior approval must be obtained from the Supervisor

7 An employee who is authorized to use Agency equipment will protect the Agency equipment in accordance with the procedures established in FIRMR Bulletin 30, dated October 15, 1985. An employee who provides his/her own equipment is responsible for installing, servicing, and maintaining it.

8 Provided the employee is given at least 24 hours advance notice, the employee agrees to permit periodic inspections of his/her AWL during the employee's normal working hours to ensure site conformance with safety standards and other specifications in these guidelines. Such inspections will occur only on days when the employee is working at the AWL.

9 Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Human Resources Office The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and local law as appropriate

10. The Agency will not be responsible for operating costs, home maintenance, homeowners or renters insurance, or other residential costs except the Agency will ~~install and~~ pay the cost for authorized telephone expenses (including toll calls) incurred for official Agency business.

11. The Agency will provide necessary office supplies that are regularly available at the Agency (such as paper, pens, printer ribbons, diskettes, envelopes, tape, staples, etc.).

12 EPA may provide telephone credit cards or may reimburse a employee working under an approved Flexiplace Agreement for business-related long distance and toll calls on his/her personal phone. EPA may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances. The Agency reserves the right to determine the most cost-effective manner of covering telecommunications costs.

13. Employees are expected to plan for and accomplish necessary photocopying, mail and facsimile transmissions at the regular work site. In emergency situations, and with the prior approval of the supervisor, costs associated with the copying of work-related materials, facsimile charges, express mail, etc., may be reimbursed.

14 The employee is covered under the Federal Employee's Compensation Act (FECA) if injured in the course of performing official duties at the official or alternate duty station, in accordance with applicable Department of Labor regulations and standards governing FECA liability. (**NOTE:** Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor and the servicing Human Resources Office. Because an employment-related accident sustained by an employee participating in the Flexiplace Program could occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.)

15 The employee must complete the "Employee Self-Certification Safety Checklist," which identifies significant safety standards that should be met, and submit it to his/her supervisor prior to participating in the Flexiplace Program.

16 The employee will communicate as needed with his/her supervisor to receive assignments and have completed work reviewed in accordance with the supervisor's instructions.

17. The employee will complete all assigned work in accordance with his/her supervisor's instructions. Progress reviews under Article 34 as revised by the parties will be used by the supervisor in his/her assessment of the employee's job performance. The supervisor will evaluate employee's job performance against performance standards established in the employee's performance agreement.

18 To participate in the Flexiplace Program, an employee must have a performance rating of at least Fully Successful (Level 3 or equivalent) in the rating of record.

19 The employee agrees to use approved safeguards to protect Agency records from unauthorized disclosure or damage and to comply with the requirements set forth in the Privacy Act of 1974, as amended. 5 U.S C. 552a, and those concerning release of confidential business information (CBI) as set forth in 40 C F.R. Part U, Subpart B and EPA's TSCA Confidential Business Information Security Manual.

20. An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official duty station. Employee notice to the supervisor should be in writing and acknowledged by the supervisor to prevent misunderstandings about the employee's work location.

21. The Agency may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement and/or a decline in overall performance below the fully successful level. However, employees will not be removed from participation for single, minor infractions of Flexiplace Program requirements. Supervisors will counsel employees about specific problems before effecting removal. When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal. The employee may reapply for Flexiplace Program participation 6 months after removal from the Program, provided that her/his performance is at least fully successful, and meets all other eligibility requirements.

22. The employee agrees to perform his/her officially assigned duties at either the official duty station, the alternative work location or while on official travel. Failure to comply with this provision may result in administrative action, such as charge of leave, loss of pay, termination of participation in the program, or disciplinary action, as warranted, based on the situation.

23 The employee agrees not to conduct unauthorized personal business while in official duty status at the official or alternate work location (e.g., dependent care, home repairs, real estate transactions). The employee agrees to arrange for any dependent care and other personal responsibilities in a manner that allows him/her to successfully meet job responsibilities. Flexiplace is not a substitute for dependent care.

24. This Agreement does not restrict the employee's right to change schedules in accordance with existing agreements. If a permanent change of schedule is approved, the schedule in the application package will be changed accordingly and initialed by both the employee and the supervisor.

25 The employee and the supervisor agree to attend the required training and orientation prior to participation in the Flexiplace Program.

26. An employee must be willing to report to the official work site without delay if unexpectedly needed.

I have read and understood all the provisions of this work agreement and agree to abide by them.

Employee's Signature _____ Date _____

EPA concurs with the participation of this employee and agrees to adhere to the provisions of this agreement.

Supervisor's Signature _____ Date _____

Approving Official's Signature _____ Date _____

Employee Name _____

Official Tour of Duty:

Pay Period Work Week	Day	Hours		Duty Station	
		From	To	Official	Alternate
Week 1	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				
Week 2	Sunday				
	Monday				
	Tuesday				
	Wednesday				
	Thursday				
	Friday				
	Saturday				

Appendix (4)
AFGE/EPA Flexiplace Program
Employee Self-Certification Time and Attendance Report

Employee Name	Pay Period Beginning Date
Pay Period #	Pay Period Ending Date

Enter all hours worked over the two week pay period. Place a check mark in the "F" column for days worked at the Alternate Work Location on Flexiplace.

WEEK 1 DAY	F	START TIME	END TIME	TOTAL WORK HOURS	A/L HOURS	S/L HOURS	COMP TIME OR OT
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							

WEEK 2 DAY	F	START TIME	END TIME	TOTAL WORK HOURS	A/L HOURS	S/L HOURS	COMP TIME OR OT
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							

Totals: Work _____ /Annual _____ /Sick _____ / Comp or OT _____

Employee's Signature_____ Date _____

Supervisor's Signature _____ Date _____

Appendix (5)
NOTICE OF REMOVAL
From FLEXIPLACE PROGRAM PARTICIPATION

DATE:

TO (Name of Employee)

FROM: (Name of Supervisor)

SUBJECT: Removal of Employee Participation in EPA's Flexiplace Program

I am rescinding your participation in EPA's Flexiplace Program effective _____
Date

The specific reason(s) for my decision is as follows:

You may reapply for participation in the Flexiplace Program no sooner than 6 months from the date of this notice, provided that your overall performance is at least fully successful and you meet all other eligibility requirements for participation.

Signature of Supervisor

Received by _____
Signature of Employee/Date
(Signature does not imply agreement)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D C 20460

MAY 2 7 1999

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

MEMORANDUM

SUBJECT: Final National Treasury Employees Union Chapter 280 Agreement for Flexiplace

FROM: Romulo L. Diaz, Jr.
Assistant Administrator

TO. Assistant Administrators
General Counsel
Inspector General
Chief Financial Officer
Associate Administrators
Staff Office Directors

I am pleased to announce that the EPA and National Treasury Employees Union (NTEU) Chapter 280 Agreement for Flexiplace has been successfully negotiated and ratified, effective April 18, 1999. This agreement, a copy of which is attached, must be implemented by all organizational locations at EPA Headquarters which have employees in the NTEU Chapter 280 bargaining unit.

I would like to congratulate the union and management negotiating team for the excellent cooperation and partnership they demonstrated while working together to conclude this agreement. A very similar but separate flexiplace agreement was signed earlier with the American Federation of Government Employees (AFGE) that covers all AFGE bargaining units throughout EPA.

This mutual agreement by NTEU Chapter 280 and management includes (1) procedures for employees to follow in requesting flexiplace, (2) factors for management to consider in exercising its flexibility to grant or deny flexiplace, such as portability of the work, the employee's time and attendance and performance history, and the availability of funds to support flexiplace work stations; and (3) recognition of three types of flexiplace (regular, episodic, and medical). All employees in the NTEU Chapter 280 bargaining unit who wish to participate in the flexiplace program, including those that are already participating under a pilot program, must submit all appropriate forms and documentation according to the new negotiated agreement This new agreement supersedes any other flexiplace programs for NTEU Chapter 280 bargaining unit employees

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (40% Postconsumer)

Under appropriate circumstances, flexiplace may be beneficial to both EPA's mission and to the employee. The flexiplace agreement supports President Clinton's directives on creating a family friendly workplace by supporting the expansion of flexible family friendly work arrangements. Working at a suitable alternate location could increase the employee's productivity, could improve morale and reduce stress by giving employees more options to balance work and family demands, and may decrease traffic congestion and air pollution.

The agreement on flexiplace is separate and distinct from the partnership agreement that was implemented in March of this year on Alternative Work Space for employees suffering adverse health effects from conditions in their work station. Additionally, flexiplace is not a substitute for accommodations that may be available to disabled employees under the Rehabilitation Act.

A copy of the agreement is located on the EPA Intranet at the following website address: http://intranet.epa.gov/rmpolicy/hr/nteuflex.pdf. Should you have any questions please contact Robert Stevens at (202) 260-5651 or Linda Wallace at (202) 260-3686.

Attachment

cc: James Murphy, President NTEU Chapter 280
Program Management Officers
Headquarters Human Resources Staff Directors

NTEU CHAPTER 280/EPA FLEXIPLACE PROGRAM

TABLE OF CONTENTS

I Scope and Terms of Agreement

II Purpose

III Definitions

IV Responsibilities

V Eligibility

VI Criteria for Approval/Disapproval

VII. Flexiplace Guidelines

VIII. Application Process and Procedures

IX. Withdrawal or Removal from Flexiplace Program

X Changes

XI. Problems with Potential Affect on Work Performance

XII Implementation

APPENDICES

(1) Application

(2) Safety Checklist

(3) Work Agreement

(4) Employee Certification of Time & Attendance Report

(5) Notice of Removal from Flexiplace

I. Scope and Terms of This Agreement

The parties agree that the implementation and administration of the EPA Flexiplace Program in the NTEU Chapter 280 bargaining unit will be governed by applicable law, government-wide rules and regulations, and this agreement

II. Purpose

A well-managed Flexiplace program promotes the Agency's mission by decreasing traffic and parking congestion, energy consumption and air pollution. It further addresses the government's challenge of improving the quality of worklife, job performance, and increasing productivity.

III. Definitions

A. Flexiplace. Flexiplace is the assignment to work at an alternate work location other than an employee's official work station. Participation is voluntary. Generally, any occupation/job involving portable work can be considered for inclusion. Management will approve participation based on such factors as mission accomplishment, costs, and benefits to the organization and employees. There are three forms of Flexiplace covered by this agreement:

1. Regular. Under this type of Flexiplace arrangement, employees may request the performance of duties at an alternate work location on a regular and recurring basis. Normally, employees will be scheduled to work, at the discretion of their supervisor, no more than four days in any two week pay period at the Alternative Work Location (AWL).

2. Episodic. This form of Flexiplace is appropriate for work or assignments of specific limited duration that can be performed at an AWL.

3. Medical. This form of Flexiplace is designed for the continued accomplishment of Agency work while an employee has a medical condition which does not affect the employee's ability to perform his or her regular work assignment at an AWL. The Agency may request the employee to provide a physician's statement of incapacitation or other acceptable evidence related to the reason for the employee's Medical Flexiplace request.

The Employer may approve up to 5 days per week at the AWL. This type of Flexiplace is not intended to be a permanent arrangement and will normally not exceed 6 months This time period may be extended where the eligibility factors and other requirements of this agreement are met. Such extensions will not be unreasonably denied.

B. Alternate Work Location (AWL) The AWL is an agreed-upon work location other than the employee's official work station.

C Portable Work Work that is normally performed at the employee's official work site but which can be performed with equal effectiveness at another location with respect to quality, quantity, timeliness, customer service and other aspects of mission accomplishment It is understood that this work is part of the employee's regular assignment and does not involve a change in duties or the way assignments are performed.

IV. Responsibilities

A. Management is responsible for approving the use of Flexiplace in accordance with the terms of this agreement and in consideration of such factors as mission accomplishment, service to the public, and costs and benefits to the Agency and its employees.

B. Employees are responsible for the following:

1. Completing required applications/agreements to participate in program.
2. Making timely advance requests for use of Flexiplace in a manner that allows approving official sufficient time to consider and plan for the request.
3. Observing agreed upon hours of work in accordance with established policies and bargaining agreement(s).
4. Observing established policies and procedures for requesting and using leave.
5. Safeguarding Agency equipment and supplies and using them only for official purposes.
6. Completing the Employee Self-Certification of Time and Attendance Report and returning it to the supervisor on a biweekly basis. (Appendix 4)
7. Performing only official EPA business while on a Flexiplace assignment, including maintaining an AWL environment that is free from distractions and interruptions.
8. Maintaining compliance with appropriate health and safety regulations, and reporting unsafe working conditions

V. Eligibility

In order to participate in the Flexiplace program, an employee must:

1. Have volunteered for the program.
2. Have supervisory approval for participation.
3. Have worked as an EPA employee for at least one year
4. Not be a probationary or temporary employee.
5. Not have had documented performance or conduct deficiencies within the preceding 12 months
6. Have portable work.
7. If working at home, be able to provide an appropriate work location with adequate space not subject to undue interruption which would impact productivity and access to a telephone.
8. Have demonstrated the ability to work independently

VI. Criteria for Approval/Disapproval

A. Criteria for approval includes the following

1. Portability of the work.
2. Reasonableness and practicality of the request with respect to such issues as complexity of administrative arrangements that need to be made or potential impact on other employees' work load.
3. Additional cost to the Agency.
4. Availability of necessary equipment.
5. Service delivery to internal and external customers, including office coverage.
6. Needs of the employee.

B. Generally, requests will not be approved if any of the following conditions apply:

1. The nature of the position is such that it cannot be performed from an alternative work location.
2. The employee has been with the Agency for less than one year.
3. The work being performed requires extensive face to face contact with supervisors, other employees, clients or the general public.
4. The work being performed requires access to material which is routinely required to accomplish assignments and cannot be removed from the official work site.
5. Performance or conduct deficiencies, including time and attendance, have been identified and documented.
6. The employee's work schedule is insufficient to provide both office and Flexiplace days because of a limited tour of duty.
7. The work requires close supervision because the employee is new to the work or is being trained on new or developmental duties, or other work monitoring requirements.
8. The employee has not demonstrated an ability to work independently, including time management.

VII. Flexiplace Guidelines

A. Work Agreement. Employees who have been approved for Flexiplace assignments must sign a Flexiplace Work Agreement (Appendix 3) that covers the terms and conditions of participation in the Flexiplace Program. This agreement will provide employees with sufficient information about the Flexiplace Program so they can make an informed decision whether to participate. When signed, this agreement documents commitment by the employee and his/her supervisor to adhere to Flexiplace policies. The work agreement includes the following items

1. Privacy Act/security provisions for government property and records;
2. Personal and financial liability,
3. Agreement to release telephone number of approved alternative work location to customers
4. Voluntary nature of the arrangement

5 Length of the Flexiplace assignment
6 Days and hours of duty for each duty station
7 Location of AWL.
8 Responsibilities for timekeeping, leave approval, overtime or compensatory time.
9 Work assignments for the AWL.

B. Work Schedules. The same work schedule rules that apply at the regular work site apply at the alternate work location. This agreement is separate from and does not modify existing compressed work week policies and schedules.

C. Position Descriptions and Performance Issues.

1. Position Descriptions. Changes to position descriptions are not necessary because the actual duties to be performed should remain the same.

2. Performance Standards. Critical elements and performance standards must have clearly defined performance requirements that are quantifiable, measurable and/or results oriented. Changes should not be necessary because the actual duties to be performed and any assessment of results should remain the same at the AWL.

D. Records Management

EPA employees are required to comply with the following guidelines on using records or duplicating records when working at Flexiplace locations. Compliance with these Flexiplace policies will protect the Agency and the employee in the event of litigation or investigation. During an investigation, all relevant records must be made available to investigators and auditors

1. Any official record removed for Flexiplace assignments remains the property of EPA Additionally, any official record that is generated from Flexiplace assignments becomes the property of EPA.

2. Confidential and Privacy Act information will continue to be properly safeguarded at the AWL just as it is at the official duty station using established procedures as permitted and authorized (for example, the EPA TSCA Confidential Business Information Security Manual).

3. Employees must comply with any and all other applicable records security laws, regulations and policies.

E Time and Attendance

1 Employees performing work at the AWL are subject to the same maximum workday limits as they would be if they were performing work at the official duty station Employees performing work at the AWL are not authorized to work overtime or official compensatory

time, except in special circumstances (e g , to meet priority needs of the Agency). In these situations, prior approval must be obtained from their supervisor

2. Employees performing work at the AWL will follow established procedures for requesting and obtaining approval of leave, in accordance with applicable laws, rules, regulations, and Agency policies.

3. Certification and Control of Time and Attendance (T&A). Federal policy and procedures governing certification of time and attendance require agencies with employees working at an AWL to provide reasonable assurance that they are working when scheduled and absences during the work day are accounted for. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report (see Appendix 4 for an example), or in accordance with other established procedures.

4. Administrative Leave/ Emergency Closings/Late Openings/ Dismissals: Employees are not entitled to excused absence for emergency closings, delayed openings or early dismissals for conditions or events that do not affect their reporting for duty at the alternative work location. In the event that conditions prevent the employee from performing his/her duties at the alternative work location (e.g., power outage), the employee must report to the official work site if it is open, subject to the same excused absence allowances provided to other employees at that site, or request appropriate leave.

F. Fair Labor Standards Act

The existing rules in Title 5 U.S.C. and in the Fair Labor Standards Act governing overtime also apply to Flexiplace arrangements. All overtime work for employees in Flexiplace assignments must be approved in advance by the supervisor.

G. Workers Compensation

Flexiplace employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or Workers Compensation for on-the-job injury or occupational illness if injured in the course of performing official duties at the official duty station or the alternate work location. Supervisors must ensure that claims of this type are immediately brought to the attention of the servicing Human Resources Office. Any accident or injury occurring at the alternate work location must be brought to the immediate attention of the supervisor. Because the Agency is liable for potential workers compensation costs, the Agency shall have the right to conduct inspections of employees' Alternate Work Location(s), provided 24 hours advance notice is given and the employee is working at the alternate work site on the day of the inspection.

H Pay Rates

1 Duty Station For pay purposes, the "official duty station" is the employee's Federal office

2 Special Salary Rates. The employee's official duty station serves as the basis for determining special salary rates

3 Premium Pay. The same rules and regulations apply for night differentials and Sunday and holiday pay whether work is accomplished at the conventional or AWL. The employee's official work schedule determines his/her entitlement to premium pay. Working at night, on Sundays or on holidays requires pre-authorization by the supervisor, whether working at the traditional work site or at an AWL.

I. Facilities

1. Home Office Space. If working at home, employees participating in Flexiplace should have a designated work area for performance of their work-at-home duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

2. Equipment and Expenses. The Agency will provide appropriate equipment, when it is available, for employees to perform work at the Flexiplace work site. Employees may choose to use home personal computers and other office equipment in support of their Flexiplace requests. The Agency will not be responsible for any operating costs, home maintenance, homeowners or renters insurance, or other residential costs associated with a flexiplace assignment except the Agency will pay the cost for authorized telephone calls (including toll calls) incurred for official Agency business.

a. Telephones. EPA may provide telephone credit cards or may reimburse an employee working under an approved Flexiplace Agreement for business-related long-distance and toll calls on his/her personal phone. EPA may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances. The Agency reserves the right to determine the most cost-effective manner of covering telecommunications costs.

b Laptop Computers, Agency-owned Equipment, etc. When available, Agency-owned property, such as laptop computers and other telecommunications equipment, may be used by employees in their private residences, provided the equipment is used only for official business. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the Agency and property passes must be issued for each piece of equipment. All equipment, software, data, and supplies furnished by the Agency shall remain the sole property of the Agency. Employer-owned software shall not be duplicated for private use or profit Employees must agree to return these items upon request of the Agency for maintenance or any other reason, or upon termination of the Flexiplace agreement Employees are responsible for the safety and security of all equipment and data provided by or generated for the Agency, including maintaining security and confidentiality Employees are solely responsible for maintaining any personally-owned equipment

c. Supplies. If needed, the Agency will provide necessary office supplies, (paper, pens, diskettes, etc), subject to applicable rules and regulations regarding use of government property.

3. Miscellaneous Expenses Employees are expected to plan for and accomplish necessary photocopying, mail, and facsimile transmissions at the AWL. In emergency situations, and with the prior approval of the supervisor, costs associated with the copying of work-related materials, facsimile charges, express mail, etc., may be reimbursed.

4. Workplace Is Not a Government Facility. While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home work place is not a Government facility, and that costs of safeguarding, insuring, and maintaining the home work place and the Government property therein are the sole responsibility of the employee.

5. Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Human Resources Office. The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and applicable law, as appropriate .

6. Generally, a Federal tax deduction is not allowed for a home office or work space unless used exclusively on a regular basis as a principal place of business. Employees who believe they may be entitled to a tax deduction based on home office or work space, depreciation of employee-owned personal computers and related equipment, etc., should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations.

VIII. Application Process and Procedures

The following language describes application procedures.

A. The employee will submit the attached application for performing work at the AWL. The application will describe the nature of the duties to be performed and the specific day(s) requested. The request will be submitted to management for approval The decision will be provided to the applicant in writing as soon as possible, normally within 15 calendar days.

B. The Application must be submitted within a reasonable advance period allowing sufficient time for the approving official to consider and plan for the request. If the assignment is initiated by the supervisor, and the employee concurs, the employee is still responsible for submitting a Flexiplace Program Application

C The criteria for approving a request to work at the AWL will be based on the terms of this agreement

D Employees and their supervisors approved for the Flexiplace Program must receive applicable guidance, which may include training and/or other types of communication, which provides an overview of the program and the requirements for participation

IX. Withdrawal or Removal from the Flexiplace Program

A. An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official duty station Employee notice to the supervisor should be in writing and acknowledged by the supervisor to prevent misunderstandings about the employee s work location.

B. The Agency may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement and/or any performance or conduct issues or concerns which adversely affect or alter the conditions pertaining to any of the approval criteria identified in Section VI. When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal (Appendix 5). The employee may reapply for Flexiplace Program participation 6 months after removal from the Program, provided that his/her performance and conduct are fully satisfactory.

X. Changes

A. When any aspect of the work agreement changes (e.g, position, work assignment, supervisor, alternate work location, etc.), the employee and supervisor will reassess the employee's work for Flexiplace suitability and continued approval.

XI. Problems with Potential Affect on Work Performance

A. Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the AWL. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

B. In the event of a local emergency situation which adversely affects employees' ability to commute to the workplace (e.g., transit strike, natural disaster), the parties agree to meet immediately to discuss possible temporary Flexiplace arrangements for affected employees

XII. Implementation

A The provisions of this agreement do not modify government-wide laws, regulations or the Collective Bargaining Agreement for using Flexiplace (or some variation of the program) as a reasonable accommodation for qualified disabled individuals

B EPA bargaining unit employees who are using Flexiplace arrangements as of the union ratification date will continue under that arrangement until 30 days after the effective date of this agreement, when they will be required to comply with these provisions

C Violations of this agreement are subject to the negotiated grievance procedure between the parties

D This agreement becomes effective on the 31st day after the completion of Agency Head Review. If any portion is properly disapproved, the remaining portion will become effective and the parties will return to the bargaining table as soon as possible to resolve outstanding issues.

E. Union and management will meet within 12 months of the implementation date of this agreement to review available data and to discuss and identify concerns or issues regarding the Flexiplace program. NTEU participants will be provided official time to prepare for and participate in these meetings. If further meetings are necessary, they will be jointly arranged.

1. The following information on each AAship and Regional Office will be provided to the Union no later than one year from signature date of this agreement:

a. Name, job title, series and grade and location of every employee on Flexiplace as of December 31, 1999

b. Type of Flexiplace (Regular, Episodic, Medical)

c. For employees participating in the Regular Flexiplace, the number of flexiplace days in the pay period at the alternative work location

d. Beginning and ending date (projected or actual) of each employee's Flexiplace assignment

2. An electronic copy of this agreement will be placed on the EPA Intranet and widely publicized A hard copy will be provided to new employees and other bargaining unit employees upon request

3 This agreement will become a part of the NTEU Chapter 280 contract and will not be reopened except by mutual agreement during the life of the contract.

For NTEU Chapter 280:

3/17/99

Julie R. Simpson, Chief Negotiator

Rosezella Canty-Letsome, Chief Steward

Freshteh Toghrol, Senior Chemist, OPPTS

For EPA: 3/18/99

Robert H. Stevens, Chief Negotiator

Devereaux Barnes, Office Director, OSWER

Barbara Pabotoy, Director, Human Resources Staff and Associated Activities, OAR

NTEU/EPA FLEXIPLACE APPLICATION FORM

Employee Name _____ Telephone_____Mailcode_____

Job Title/Series/Grade _____
Division/Office _____

_____ New Request _____ Change Request _____ Annual Recertification

Home/Alternate Work Site Address _____
Home/Alternate Work Site Telephone _____ Fax _____
First Line Supervisor _____ Telephone Ext._____
Type of Flexiplace ___ Regular ___ Episodic ___Medical
Number of days/duration of Flexiplace requested_____

Description of work to be performed at Alternate Work Location:

I certify that I received a Pass performance appraisal rating under the PERFORMS Program, or an equivalent rating.
I certify that I have work space at the alternate work location suitable for performing work.
I certify that I am willing to sign and abide by the Flexiplace Program Work Agreement.
If request is for medical flexiplace, medical evidence supporting the request and the projected duration that it will be needed is attached to the application.

Employee Signature_____ Date _____

****

ACTION ON APPLICATION

Approved _____ Disapproved _____

Specific Reason for Disapproval: _____
_____
_____

Supervisor's Signature_____ Date_____

Approving Official's Signature_____ Date_____

NOTE: A copy of this form should be maintained by the employee, the supervisor and a copy sent to the appropriate Flexiplace Coordinators.

EMPLOYEE SELF-CERTIFICATION SAFETY CHECKLIST

The following checklist is designed to assess the overall safety of the AWL and must be completed and given to your supervisor with your application for the Flexiplace program.

	Yes	No	N/A	Comments
1. Is the space free of asbestos material?				
2. If NO, is the asbestos undamaged and in good condition?				
3. Does the space appear to be free of indoor air quality problems?				
4. Is the work space free from excess noise?				
5. Is water available and drinkable in the space?				
6. Is ventilation adequate?				
7. Is a bathroom available with hot and cold running water?				
8. Are there handrails for stairs with more than 3 steps?				
9. Are circuit breakers/fuses in the electrical panel labeled as to intended service?				
10. Do circuit breakers clearly indicate if they are opened or closed?				
11. Is electrical equipment free of recognized hazards that would cause physical harm (for example, frayed wires, bare conductors, loose wires, exposed wires fixed to the ceiling, a rat's nest of plugs in a single outlet and so on)?				
12. Will the building's electrical system permit the grounding of electrical equipment?				
13. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?				
14. Do file cabinets and storage closets open so they do not obstruct walkways?				
15 Do chairs have stable and secure wheels/casters?				
16 Are rungs and legs of chairs stable and sturdy?				
17. Are the phone lines, electrical cords and extension wires safely secured?				
18. Is the office free of combustible materials?				
19 Is there adequate electrical lighting to accomplish the work assignments?				
20 Are floor surfaces clean, dry, and level?				
21. Are carpets well secured to the floor and free of frayed or worn seams?				
22. Are there any other known safety issues that should be addressed for this work space?				

Signing this form does not guarantee that the AWL is hazard free, but does verify that the employee has made a reasonably careful inspection for potential hazards Employees are responsible for informing their supervisors of any changes to their AWL which could impact on health and safety of the employee and others.

Employee's Signature_____ Date_____

Supervisor's Signature_____ Date_____

NTEU/EPA FLEXIPLACE WORK AGREEMENT

All terms set forth in the NTEU/EPA Flexiplace Agreement ("Flexiplace Agreement") are hereby incorporated by reference in this work agreement

Name _____ **Mailcode** _____

1. Employee agrees to adhere to the NTEU/EPA Flexiplace Agreement. EPA, hereinafter referred to as Agency, concurs with employee participation and agrees to adhere to the NTEU/EPA Flexiplace Agreement.

2 Duty Station. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

Official duty station: _____

Alternate Work Location (the location in which the employee is designated to work while not at the official duty station): _____

3. Please describe the designated work area in the alternative work location.

4. Employee's timekeeper will have a copy of the employee's Flexiplace schedule. Employee's time and attendance will be recorded as Flexiplace Time using a special code established for this purpose. Employee's supervisor will certify bi-weekly time and attendance for hours worked. Employee must complete the "Employee Self-Certification Time and Attendance Report" (Appendix 4) and return it to his or her supervisor on a bi-weekly basis.

5. Employees performing work at the alternative work location will follow established procedures for requesting and obtaining approval of leave, in accordance with applicable laws, rules, regulations, and Agency policies.

6. Employees performing work at the AWL are subject to the same maximum workday limits as they would be if they were performing work at the official duty station. Employees performing work at the AWL are not authorized to work overtime or official compensatory time, except in special circumstances (e.g., to meet priority needs of the Agency). In these situations, prior approval must be obtained from their supervisor.

7 An employee who is authorized to use Agency equipment will protect the Agency equipment in accordance with the procedures established in FIRMR Bulletin 30, dated October 15, 1985. An employee who provides his/her own equipment is responsible for installing, servicing, and maintaining it.

8 Provided the employee is given at least 24 hours advance notice, the employee agrees to permit periodic inspections of his/her AWL during the employee's normal working hours to ensure site conformance with safety standards and other specifications in these guidelines. Such inspections will occur only on days when the employee is working at the AWL

9 Questions related to claims for personal property damage or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Human Resources Office. The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and local law as appropriate

10 The Agency will not be responsible for operating costs, home maintenance, homeowners or renters insurance, or other residential costs except the Agency will pay the cost for authorized telephone expenses (including toll calls) incurred for official Agency business.

11. The Agency will provide necessary office supplies that are regularly available at the Agency (such as paper, pens, printer ribbons, diskettes, envelopes, tape, staples, etc.).

12. EPA may provide telephone credit cards or may reimburse an employee working under an approved Flexiplace Agreement for business-related long-distance and toll calls on his/her personal phone. EPA may install telephone lines and other necessary equipment and pay monthly telephone charges in private residences under special circumstances. The Agency reserves the right to determine the most cost-effective manner of covering telecommunications costs.

13. Employees are expected to plan for and accomplish necessary photocopying, mail, and facsimile transmissions at the regular work site. In emergency situations, and with the prior approval of the supervisor, costs associated with the copying of work-related materials, facsimile charges, express mail, etc., may be reimbursed.

14. The employee is covered under the Federal Employee's Compensation Act (FECA) if injured in the course of performing official duties at the official or alternate duty location, in accordance with applicable Department of Labor regulations and standards governing FECA liability. **(NOTE:** Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the supervisor and the servicing Human Resources Office. Because an employment-related accident sustained by an employee participating in the Flexiplace Program could occur outside the premises of the official duty station, the supervisor must investigate all reports immediately following notification.)

15 An employee in an Alternative Work Location other than a federally controlled site must complete the "Employee Self-Certification Safety Checklist," which identifies significant safety standards that should be met, and submit it to his/her supervisor prior to participating in the Flexiplace Program.

16. The employee will communicate as needed with his/her supervisor to receive assignments and have completed work reviewed in accordance with the supervisor's instructions.

17 The employee will complete all assigned work in accordance with his/her supervisor's instructions. Progress reviews under Article XVIII as revised by the parties will be used by the supervisor in his/her assessment of the employee's job performance. The supervisor will evaluate employee's job performance against performance standards established in the employee's performance agreement.

18. To participate in the Flexiplace Program, an employee must have a performance appraisal rating of Pass under the PERFORMS Program, or an equivalent rating.

19. The employee agrees to use approved safeguards to protect Agency records from unauthorized disclosure or damage and to comply with the requirements set forth in the Privacy Act of 1974, as amended, 5 U.S.C. 552a, and those concerning release of confidential business information (CBI) as set forth in 40 C.F.R. Part U, Subpart B and EPA's TSCA Confidential Business Information Security Manual .

20. An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official duty station. Employee notice to the supervisor should be in writing and acknowledged by the supervisor to prevent misunderstandings about the employee's work location.

21. The Agency may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement and/or any performance or conduct issues or concerns which adversely affect or alter the terms of this agreement. When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal. The employee may reapply for Flexiplace Program participation 6 months after removal from the Program, provided that his/her performance and conduct are fully satisfactory, and meets all other eligibility requirements.

22. The employee agrees to perform his/her officially assigned duties at either the official duty station, the alternative work location or while on official travel. Failure to comply with this provision may result in administrative action, such as charge of leave, loss of pay, termination of participation in the program, or disciplinary action, as warranted, based on the situation.

23. The employee agrees not to conduct unauthorized personal business while in official duty status at the official or alternate work location (e.g., dependent care, home repairs, real estate transactions). The employee agrees to arrange for dependent care and other personal responsibilities so as to insure that the employee can work without interruption. Flexiplace is not a substitute for dependent care.

24. This Agreement does not restrict the employee's right to change schedules in accordance with existing agreements. If a permanent change of schedule is approved, the schedule in the application package will be changed accordingly and initialed by both the employee and the supervisor

25 The employee and the supervisor agree to attend the required training and orientation prior to participation in the Flexiplace Program

26 An employee must be willing to report to the official work site without delay if unexpectedly needed.

27. The employee agrees to release the telephone number of the approved alternative work location to customers.

I have read and understood all the provisions of this work agreement and agree to abide by them.

Employee's Signature_____ Date _____

EPA concurs with the participation of this employee and agrees to adhere to the provisions of this agreement.

Supervisor's Signature _____ Date _____

Approving Official's Signature_____ Date_____

NTEU/EPA Flexiplace Program
Employee Self-Certification Time and Attendance Report

Employee Name:	*Pay Period Beginning Date:*
Pay Period #	*Pay Period Ending Date:*

Enter all hours worked over the two week pay period Place a check mark in the "F" column for days worked at the Alternate Work Location on Flexiplace.

WEEK 1 Day	*F*	*Start Time*	*End Time*	*Total Work Hours*	*A/L Hours*	*S/L Hours*	*COMP TIME or OT*
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							

WEEK 2 Day	*F*	*Start Time*	*End Time*	*Total Work Hours*	*A/L Hours*	*S/L Hours*	*COMP TIME or OT*
Sunday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Saturday							

Totals: Work_____/Annual_____/Sick_____/Comp or OT_____

Employee's Signature_____Date_____

Supervisor's Signature_____ Date_____

NOTICE OF REMOVAL
FROM FLEXIPLACE PROGRAM PARTICIPATION

DATE:

TO: (Name of Employee)

FROM: (Name of Supervisor)

SUBJECT: Removal of Employee Participation in EPA's Flexiplace Program

I am rescinding your participation in EPA's Flexiplace Program effective _____
Date

The specific reason(s) for my decision is as follows:

You may reapply for participation in the Flexiplace Program no sooner than 6 months from the date of this notice, provided that your overall performance rating is a Pass under the PERFORMS Program or an equivalent rating, and you meet all other eligibility requirements for participation.

_____
Signature of Supervisor

Received by _____
Signature of Employee/Date
(Signature does not imply agreement)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C 20460

JAN 28 1999

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

MEMORANDUM

SUBJECT: Uniform Criteria and Proceuures for Requesting and Assigning Alternative Work Space

FROM: Romulo L. Diaz, Jr.
Assistant Administrator

TO: All EPA Headquarters Employees

I am very pleased to announce that the newly completed Uniform Criteria and Procedures for Requesting and Assigning Alternative Work Space will become effective February 1, 1999.

This program is the successful product of partnership at work in the interest of EPA and our employees. It is the result of the combined energies, and efforts, talents and persistence of both management and bargaining unit representatives working to support the leadership of the Headquarters Partnership Council.

Employees currently in an alternative work space (AWS) arrangement must notify their immediate supervisor of his/her status within 30 days of the effective date of the AWS agreement (by close of business on March 2, 1999). In addition, the employee must submit a completed AWS Form, including the statement of recommendations, no less than six months from the effective date of the AWS agreement (by COB on August 2, 1999). Finally, the agreement requires the employee to recertify their status two years from the date of approval.

Program materials and information will be available from the Alternative Work Space Oversight Committee, Chaired by the Office of Human Resources and Organizational Services A training and informational support program will be announced in the immediate future as well as a dedicated telephone number for the Alternative Work Space Oversight Committee. This will provide both managers and employees with the information and guidance they need to make this program work efficiently and in the best interests of partnership

Should you have questions at this time, please call your union representative or Tonya Hamlett in the Office of Human Resources and Organizational Services at 260-0031.

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (40% Postconsumer)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D C 20460

DEC 7 1998

OFFICE OF
ADMINISTRATION
AND RESOURCES
MANAGEMENT

MEMORANDUM

SUBJECT: Partnership Agreement on EPA Headquarters Alternative Work Space Program

FROM: John C. Chamberlin, Director
Office of Administration

TO: Headquarters Employees

As Chairperson of the Headquarters Partnership Council, I am pleased to be able to announce the completion of an EPA headquarters partnership agreement on *Uniform Criteria and Procedures for Requesting and Assigning Alternative Work Space* This partnership accomplishment serves as an outstanding example of what can be achieved through persistent team efforts It is certainly a success for partnership, an improvement of customer service; and a mutually acceptable resolution of a complex and difficult issue

On November 30, 1998, senior representatives of EPA management, American Federation of Government Employees (AFGE) Local 3331 and National Treasury Employees Union (NTEU) Chapter 280 signed the agreement signifying acceptance of the partnership document on alternative work space by the Headquarters Partnership Council Our NTEU Chapter 280 partners have informed us that they hope to complete their mandatory ratification vote by the end of the calendar year The official implementation date of this program is anticipated for early next year and will be accompanied with detailed briefings and training

I am sure you share my appreciation for the efforts of the partnership work team that has labored with this issue for more than two years The team was made up of senior representatives from AFGE Local 3331, NTEU Chapter 280, the Safety, Health and Environmental Management Division, the Facilities Management and Services Division, the Office of General Counsel, the Office of Human Resources and Organizational Services, and the Office of Enforcement and Compliance Assurance Together they have set a new standard for results through partnership

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Recycled Paper (40% Postconsumer)

I have attached an executive summary of the agreement to this memorandum. Copies of the full agreement are available in both the NTEU and AFGE offices as well as the Safety, Health and Environmental Management Division in room 1606 NE Mall. If you have any questions, please call Dennis Bushta at 202-260-7183.

Attachment

Alternative Work Space

EXECUTIVE SUMMARY for
UNIFORM CRITERIA AND PROCEDURES FOR
REQUESTING AND ASSIGNING ALTERNATIVE WORK SPACE

A workgroup comprised of representatives from the Headquarters unions and management has worked cooperatively over two years to develop a guidance document for employees and supervisors regarding Alternative Work Space (AWS)

SECTION I – PURPOSE

This Agreement establishes uniform criteria and procedures for HQ employees applying for, receiving or continuing to work in AWS solely because of claims of adverse health effects caused or aggravated by some physical condition associated with the work station It also provides guidance for supervisors reviewing and deciding on requests for AWS and requires a Work Agreement (discussed twice a year at mid-year and end-of-year performance evaluations) between the employee and management

SECTION II – APPLICABILITY

This AWS program applies only to Headquarters employees in the D.C area

SECTION III – DEFINITIONS

Terms used in the document, e g., "alternative work space" and "physician," are defined

SECTION IV – REQUESTS FOR IMMEDIATE RE-LOCATION

If an employee requests immediate relocation due to adverse health effects believed to be associated with the officially assigned work site, the supervisor must first contact Facilities to determine if painting, construction, re-carpeting or other activities are the cause If there are no apparent physical causes, then the supervisor should request Safety and Health to conduct an evaluation of the employee's work station Concurrent with these requests to Facilities and/or Safety and Health, the supervisor should consider

1 relocating the employee to a different work station in the same or another building,
2 assigning the employee to a flexiplace,[this is to be limited to availability only as an option while the employee is providing required information and the work space assessed]
3 working with FMSD to relocate the employee to the "clean space" in Crystal Station, or
4. approving administrative, sick or annual leave for the employee

At any time. the employee may request to be assigned to AWS by completing the AWS Form

SECTION V – APPLYING FOR AWS

This section covers both new requests for AWS status and also requests to continue in

AWS. To be eligible, an employee must be able to successfully perform the critical elements of his or her assigned duties outside of the officially assigned work station, taking into account whether there are duties not currently assigned to the employee that the employee can perform from a location other than the officially assigned work station. AWS arrangements are considered on an individual basis. The decision to approve or continue an employee's participation in AWS is the responsibility of and at the discretion of the supervisor, in accordance with criteria and procedures established in the Agreement.

Step 1: Applying for AWS

New Requests: Employee completes an AWS Space Form

Requests to Continue Current AWS Status. An employee in AWS must submit a completed AWS Space Form, including a new statement of recommendations from his/her physician, within six months from this Agreement's effective date. AWS status will be considered not in effect if the deadline passes and updated information is not submitted. If the supervisor receives the documents on time, then the employee will remain in the prior AWS arrangement until the supervisor has made a decision based on the new information Should the employee choose to appeal the decision, he or she may remain in the current work station until the appeal or grievance process is completed

Renewing/Updating the AWS Form Employee must submit an updated AWS Form every two years, or at the occurrence of one of the following events, whichever is sooner.

1 The treating physician or practitioner recommends reevaluation of AWS;
2 Where the employee is located in an EPA facility, and there is a proposed change in the physical location of the employee, or an alteration of the work station, that is relevant to the Statement of Recommendations, or
3 The employee notifies the supervisor of a change in his or her medical condition or status

Step 2: Deciding the AWS request

Upon receiving a completed AWS Form, a supervisor must decide, in writing, within 30 calendar days whether to approve or not The supervisor shall consider·

1 Whether the critical elements of the employee's performance plan can be performed at a location other than the officially assigned work station The supervisor and employee may need to work together to consider the possibility of restructuring the employee's duties and/or assignments; and
2 The information contained in the Statement of Recommendations completed by the treating physician or practitioner

If the supervisor initially cannot make a determination based on the information received, then the supervisor may

1. In writing, request written clarification from the employee,
2. With the employee's permission and/or involvement, request in writing clarification from the treating physician or practitioner;
3 Seek the advice of the AWS Program Oversight Committee (with employee), or
4 With employee's written authorization, consult with the EPA Health Unit physician to assist in providing a written interpretation of the Statement of Recommendations

This responsibility and authority to decide on the AWS request rests with the supervisor The responsibility to initiate the request and provide sufficient information and documentation as described in this program rests with the employee

Step 3: Assigning a Work Site for the AWS Employee

Available options include a different work station in the same building, a work station in another EPA or GSA building, an AWS space provided by the Agency, or a location other than an EPA building.

SECTION VI -- AWS WORK AGREEMENT

The supervisor and employee must finalize a Work Agreement (at Appendix B) that identifies the work assignments the employee is qualified and able to perform at a location other than the officially assigned work station

SECTION VII -- AWS PROGRAM ADMINISTRATION

AWS program coordination and information are available to employees and supervisors through the personnel servicing teams in OHROS The teams can supply copies of all pertinent forms and policies In addition, the teams track the activities of the AWS Program Oversight Committee and maintain copies of records of any decisions

SECTION VIII -- DISPUTE RESOLUTION PROCESS

The AWS Program Oversight Committee, a standing subcommittee of the Headquarters Labor/Management Partnership Council, is responsible for clarifying the intent and application of the Agreement The Committee can help supervisors and employees expedite the application, understanding and proper utilization of the program Employees may elect to use the grievance procedures set forth in the union bargaining agreements or in the EPA order, as appropriate

SECTION IX -- RESCISSION

This Agreement rescinds earlier guidance and agreements

SECTION X -- EFFECTIVE DATE (effective upon signature)

UNIFORM CRITERIA AND PROCEDURES FOR REQUESTING AND ASSIGNING ALTERNATIVE WORK SPACE

SECTION I – PURPOSE

This Alternative Work Space Program Partnership Agreement establishes uniform criteria and procedures for employees applying for, receiving or continuing an assignment to work in Alternative Work Space (AWS) for health associated reasons. This Partnership Agreement also establishes criteria and procedures for supervisors reviewing and deciding on AWS assignments for employees and provides for establishing Work Agreements with those employees. AWS is a stand-alone, internal, Headquarters policy that is defined by this Partnership Agreement. AWS provides an employee an opportunity to be considered for work at a location other than the officially assigned work station solely because of claims of adverse health effects caused or aggravated by some physical condition associated with the work station. Nothing in this program reduces or expands an employee's rights under Worker's Compensation or claims for reasonable accommodation brought pursuant to the Federal Rehabilitation Act of 1973, as amended, or any other employee right or entitlement. In addition, AWS is distinct from medical flexiplace (available to employees under the Agency's Flexiplace policy).

SECTION II – APPLICABILITY

The AWS program applies only to EPA employees employed at EPA's Headquarters Offices located in the Washington, D.C. metropolitan area.

SECTION III – DEFINITIONS

(a) *Alternative Work Space (AWS)* is an assigned work location other than the officially assigned work station This work location is assigned to an employee solely because of claims of adverse health effects caused or aggravated by some condition associated with the employee's officially assigned work site

(b) *Alternative Work Space Program Oversight Committee* is a standing subcommittee of the Headquarters Labor/Management Partnership Council The Committee has four members. one representative from the Office of Human Resources and Organizational Services (OHROS, an office within the Office of Administration and Resources Management, or OARM) one representative from the Association of Federal Government Employees (AFGE) Local 3331, one representative from the National Treasury Employees Union (NTEU) Chapter 280, and one representative from an AA-ship who is serving on the Headquarters Labor/Management Partnership Council.

(c) *Alternative Work Space Program* is the EPA Headquarters program that considers an employee's request to work at a location other than the officially assigned work station solely because of claims of adverse health effects caused or aggravated by some condition associated with the officially assigned work site

(d) *Alternative Work Space Program Coordination* will be handled in OHROS AA-ships will be able to receive information regarding the AWS Program from their individual personnel servicing teams within OHROS

(e) *EPA Health Unit Physician* is a licensed doctor of medicine provided at the Headquarters health unit through an Interagency Agreement with the U.S. Public Health Service/Division of Federal Occupational Health. The health unit physician is available to all EPA employees as part of EPA's wellness service, including medical consultation related to requests for Alternative Work Space.

(f) *Facilities and Management Services Division (FMSD)* is a division within the Office of Administration and Resources Management with responsibility for building-related services.

(g) *Office of Human Resources and Organizational Services (OHROS)* is an office within the Office of Administration and Resources Management with responsibility for, among other things, providing information and materials to employees regarding the AWS program and process.

(h) *Physician* means a licensed doctor of medicine or doctor of osteopathy

(i) *Practitioner* means a person providing health services who is not a physician, but who is certified by a national organization and licensed by a State to provide the service in question.

(j) *Safety, Health and Environmental Management Division (SHEMD)* is a division within the Office of Administration and Resources Management with responsibility for providing professional direction and guidance on occupational safety and health issues internal to EPA.

(k) *Statement of recommendations* refers to the treating physician or practitioner's statement of recommendations and/or restrictions as set out in Part 3 of the Alternative Work Space Form (at Appendix A).

(l) *Supervisor* means the individual with official and designated supervisory status who provides the employee's first level of supervision.

(m) *Work site* means the EPA or GSA facility at which the employee's work station is located

(n) *Work station* means the employee's officially assigned desk, cubicle, or office.

SECTION IV – REQUESTS FOR IMMEDIATE RE-LOCATION

This section applies when an employee reports experiencing adverse health effects that he/she believes are associated with the officially assigned work site and requests immediate relocation from the officially assigned work station. As soon as possible after being contacted by the employee, the supervisor should contact FMSD to ascertain whether any short-term physical changes within the building may be causing the problem, such as painting, construction, re-carpeting or other activities. This information may be helpful to both the supervisor and the employee in determining next steps If no apparent physical changes within the building appear to be occurring, then the supervisor should also contact SHEMD to request an evaluation of the employee's work station SHEMD's evaluation may help determine whether any timely changes can be made to assist the employee.

In the meantime, in response to a request for immediate relief, the supervisor should consider doing one of the following:

1. relocate the employee to a different work station in the same or another EPA or GSA building;

2. assign the employee to a flexiplace location in accordance with the Agency's flexiplace policy;[this is to be limited to availability only as an option while the employee is providing required information and the work space assessed].

3. working with FMSD, relocate the employee to the "clean space" in Crystal Station, or

4 approve administrative, sick or annual leave for the employee.

While SHEMD and FSMD look into the situation, the employee may request to be assigned to AWS by completing the AWS Form.

SECTION V – APPLYING FOR AWS

This section applies both to new requests for AWS status and also to requests to continue in AWS as approved or permitted prior to the date of this partnership agreement

Eligibility

To be eligible for AWS, an employee must be able to successfully perform the critical elements of his or her assigned duties outside of the officially assigned work station, taking into account whether there are duties not currently assigned to the employee that the employee can perform from a location other than the officially assigned work station

Basis for Decision

AWS arrangements are considered on an individual basis. The decision to approve or continue an employee's participation in AWS is the responsibility of and at the discretion of the supervisor, who must act in accordance with criteria and procedures set out in this Partnership Agreement.

Step 1: Applying for AWS

Requests for New AWS Status

An employee who believes that he or she is experiencing adverse health effects caused by the work site initiates the AWS process by submitting a completed Alternative Work Space Form (at Appendix A).

Requests to Continue Current AWS Status

Any employee who currently believes that he or she is participating in an authorized AWS arrangement is required to notify his or her immediate supervisor of his or her status within 30 days from the effective date of this agreement. The employee must submit a completed Alternative Work Space Form, including the statement of recommendations, no less than six months from the effective date of this agreement. Should the employee elect not to submit the aforementioned materials within the stipulated timeframe, it will be automatically assumed that AWS status is no longer in effect. Contingent upon the supervisor receiving the documents in a timely manner, the employee will remain in the prior AWS arrangement until the supervisor has finalized his or her decision. If the employee chooses to appeal the supervisor's decision as provided in this Agreement, the supervisor may not require the employee to leave the current work station until the appeal or grievance process is completed.

Renewing/Updating the AWS Form

The employee must submit an updated Alternative Work Space Form every two years, or at the occurrence of one of the following events, whichever is sooner:

1. The employee's treating physician or practitioner recommends reevaluation of AWS;

2. Where the employee is located in an EPA facility, and there is a proposed change in the physical location of the employee, or an alteration of the work station, that is relevant to the Statement of Recommendations; or

3. The employee notifies the supervisor of a change in his or her medical condition or status

Step 2: Deciding the AWS request

Once the employee submits a completed Alternative Work Space Form, the supervisor shall decide within 30 calendar days whether to approve AWS This decision must be reflected in writing on the AWS Space Form. The supervisor must upon receipt acknowledge in writing (by signing or initialing the AWS Form) the employee's written application for AWS The supervisor shall then meet with the employee to discuss the application and to determine any immediate needs.

In making this decision, the supervisor shall take into consideration the following criteria

1 Whether the critical elements of the employee's performance plan can be performed at a location other than the officially assigned work station. The supervisor and employee may need to work together to consider the possibility of restructuring the employee's duties and/or assignments; and

2. The information contained in the Statement of Recommendations completed by the treating physician or practitioner

If the supervisor initially cannot make a determination based on the information received, then the supervisor may

1 In writing, request written clarification from the employee;

2 With the employee's permission and/or involvement, request in writing clarification from the treating physician or practitioner. This clarification must also be in writing;

3 Seek the advice of the AWS Program Oversight Committee with employee involvement; or

4 Subject to the employee's providing written authorization, consult with the EPA Health Unit physician to assist in providing a written interpretation of the Statement of Recommendations

The responsibility and authority to decide on the AWS request rests with the supervisor, not with the treating physician or practitioner, the EPA Health Unit physician or the AWS Program Oversight Committee. The supervisor should consider the physician's statement of recommendations in deciding on the AWS request.

The responsibility to initiate the request and provide sufficient information and documentation as described in this program rests solely with the employee

Step 3: Assigning a Work Site for the AWS Employee

When the employee is assigned to AWS, the supervisor must determine where the employee will be assigned to work. Available options include a different work station in the same building, a work station in another EPA or GSA building, an AWS space provided by the Agency, or a location other than an EPA building.

Facilities and Management Services Division (FMSD) of the Office of Administration and Resources Management can provide information on the availability of alternative work space within the Headquarters buildings, can provide transition space, can alter existing space to address specific needs, where feasible, or can provide specified facilities services that may be requested for employees assigned to AWS. To the extent practicable, FMSD can also take steps to improve the officially assigned work station in response to specific recommendations.

The Safety, Health and Environmental Management Division (SHEMD) of the Office of Administration and Resources Management can perform a safety and health assessment of the space (including industrial hygiene and ergonomic applications), provide information on the safety and health of the officially assigned work station and provide consultative support to supervisors and employees when requested.

SECTION VI -- AWS WORK AGREEMENT

Both the employee and the supervisor are responsible for working together to develop work products and for maintaining effective and open communication.

The supervisor and employee must finalize a Work Agreement (at Appendix B) to ensure that both the employee and the supervisor understand the AWS arrangement. Work assignments vary in the degree to which they are specific to a particular work station. Therefore, in developing a Work Agreement, the employee and the supervisor must work together to identify the work assignments the employee is qualified and able to perform at a location other than the officially assigned work station.

In developing the Work Agreement, the supervisor and the employee must consider the Statement of Recommendations, specifically the job restrictions or special considerations that are recommended, in order to identify possible AWS arrangements

The Work Agreement must also identify the equipment the Agency and/or the employee will provide to enable the employee to perform his or her work assignments In addition to the Work Agreement, employees in AWS must complete the self-certification time and attendance report at Appendix C

SECTION VII – AWS PROGRAM ADMINISTRATION

AWS program coordination and information are available to employees and supervisors through the personnel servicing teams in OHROS The teams can supply copies of all pertinent forms and policies In addition, the teams track the activities of the AWS Program Oversight Committee and maintain copies of records of any decisions

Each supervisor of an employee assigned to AWS must provide to the relevant personnel servicing team a copy of the employee's completed AWS Form and any additional or supporting information (excluding medical information protected by the Privacy Act) developed as part of the application and decision processes. The supervisor will update this information as necessary

All records, *excluding Privacy Act protected medical information*, pertaining to employees in AWS shall be centrally maintained in OHROS

SECTION VIII – DISPUTE RESOLUTION PROCESS

The AWS Program Oversight Committee, a standing subcommittee of the Headquarters Labor/Management Partnership Council, is responsible for clarifying the intent and application of the AWS Partnership agreement The AWS Program Oversight Committee is available to supervisors and employees to help expedite the application, understanding and proper utilization of the program. For example, the committee may recommend an opportunity for an employee and supervisor to meet in person to discuss an AWS request In this way the committee may be able to function as a third party facilitator and or as a mediator in attempting to work out an acceptable resolution

Employees' Rights

Employees within the representational scope of either AFGE Local 3331 or NTEU Chapter 280 may elect to use the agreed-upon grievance procedure as set forth in the pertinent agreement

Employees who do not fall within the scope of either bargaining unit's representation may elect to utilize the Agency's Grievance System, EPA Order 3110 8A, which sets forth the grievance procedure available for such employees This action can be initiated by contacting OHROS

SECTION IX – RESCISSION

This Alternative Work Space Program Partnership Agreement rescinds the July 10 1989 "Guidance Regarding Employee Requests for Alternate Work Space or Work Assignments" and supersedes Article XV of the NFFE Local 2050 Collective Bargaining Agreement, recognized and adopted by NTEU Chapter 280

8

Headquarters Labor-Management Partnership Council
Alternative Workspace Policy

We, the undersigned, do hereby agree to the policy as outlined above This agreement is made on the 30th day of November, 1998

John C. Chamberlin, Chair
HQ Labor Management Partnership Council
for EPA Management

Carolyn Lowe, President
American Federation of Government
Employees, Local 3331
for AFGE Headquarters Bargaining Unit

James J. Murphy, President
National Treasury Employees Union,
Local 280
for NTEU Headquarters Bargaining Unit

Appendix A

ALTERNATIVE WORK SPACE FORM

The Alternative Work Space Program is available to any Headquarters employee who requests to work at a location other than the officially assigned work station solely because of claims of adverse health effects caused or aggravated by some condition associated with the officially assigned work site.

The employee must initiate the request to participate in the Alternative Work Space Program by submitting this completed Form to his/her immediate supervisor. The employee completes Parts 1 and 2. The employee's treating physician or practitioner completes Part 3.

PART 1 - Request for participation in the Alternative Work Space Program

(To be completed by the employee)

I have been experiencing health problems that I believe may be associated with my officially assigned work site and therefore request to participate in the Alternative Work Space Program.

By signing this form, I acknowledge that this information may be released to my supervisor and the Agency.

Name _____ Date _____

Signature _____ Organizational Unit _____

Phone _____

Supervisor's Name_____ Supervisor's Phone_____

PART 2 - Description of Health Symptoms

(To be completed by the employee)

- ☐ Cough
- ☐ Eyes watering
- ☐ Sinus irritation
- ☐ Drowsiness
- ☐ Asthma
- ☐ Heart palpitations
- ☐ Sneezing
- ☐ Difficulty Breathing
- ☐ Dermatitis
- ☐ Itching
- ☐ Fatigue
- ☐ Dizzy/Lightheadedness
- ☐ Clammy, faint feeling
- ☐ Gastrointestinal difficulties
- ☐ Eye Irritation
- ☐ Headache
- ☐ Nausea
- ☐ Bronchitis
- ☐ Rapid pulse
- ☐ Hives
- ☐ Other _____

_____

PART 3 - Treating Physician or Practitioner's Statement of Recommendations
(To be completed by treating physician or practitioner)

The above-named employee of the United States Environmental Protection Agency has requested to participate in the EPA Headquarters Alternative Work Space Program. The employee reports experiencing adverse health effects caused or aggravated by some condition associated with the officially assigned work site The employee has filled out the above list of symptoms to assist you in your evaluation

1. Please provide your recommendation(s) concerning this individual's short-term and/or long-term needs for his/her work environment Provide, for example, specific information as to contacts or activities that should be reduced or avoided in the work site. If possible, recommend support services or equipment that may be necessary for the employee's work environment.

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

2 Please provide the date when you recommend that this individual's short-term and/or long-term needs for his/her work environment be re-evaluated.

_____

Treating Physician or Practitioner's Name_____
Signature_____
License Number_____ Certificate Number_____
Certifying Organization_____
Address_____ Business Phone _____
_____
_____

PART 4 - Acknowledgment
(To be completed by supervisor)

I have received this completed Form requesting Alternative Work Space for the employee named above

_____ _____
Supervisor's Signature Date

Part 5 – Supervisor's Decision
(To be completed by supervisor)

_____ _____
Approved Date

_____ _____
Disapproved Date

Reason for disapproval: _____

Appendix B

ALTERNATIVE WORK SPACE PROGRAM
EMPLOYEE/SUPERVISOR WORK AGREEMENT

The following constitutes a voluntary agreement on the terms and conditions of participation in the alternative work space (AWS) program between the _____ and _____ Nothing in this program reduces or expands an employee's rights under Worker's Compensation or claims for reasonable accommodation brought pursuant to the Federal Rehabilitation Act of 1973, as amended, or any other employee right or entitlement. The program office involved will continue to be responsible for any and all costs associated with this work agreement.

1. Duty Station. All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

   Official duty station is:_____
   Alternative Work Space site (the location in which the employee is assigned to work)
   Address: _____
   _____
   Telephone Number: _____

2. The employee's timekeeper will have a copy of the employee's AWS schedule. The employee's time and attendance will be recorded in accordance with established time and attendance requirements. Each employee in AWS must complete the "Employee Self-Certification Time and Attendance Report" and submit it to his/her supervisor before time cards are due each pay period. The employee's supervisor will certify, for each pay period, time and attendance for hours worked

3 The employee must obtain supervisory approval before taking leave in accordance with established Agency procedures. By signing this agreement, the employee agrees to follow established procedures for requesting and obtaining approval of leave

4 The supervisor reserves the right to alter the employee's established work schedule to accommodate peak workload office demands or for any other official purpose with advance notification.

5 The AWS work site shall be equipped with the following _____
_____
_____

6 An employee who is authorized to use Agency equipment will protect the Agency equipment. Agency-owned equipment will be serviced and maintained by the Agency An employee who provides his/her own equipment is responsible for installing, servicing, and maintaining it.

7 Provided the employee is given at least 24 hours advance written notice, the employee agrees to permit periodic home inspections by the Agency of the AWS work site during the employee's normal work hours to ensure proper maintenance of Agency-owned equipment and work site conformance with health and safety standards.

8 The employee is covered under the Federal Employee's Compensation Act if injured in the course of performing official duties at the official duty station or AWS work site.

Any accident or injury occurring at the AWS work site must be brought to the immediate attention of the supervisor. Because an employment-related accident sustained by an employee participating in the AWS program could occur off the premises of the official duty station, the supervisor must investigate all reports immediately following notification

The employee must complete the "Safety Checklist and Employee Certification"(at Appendix D) which identifies significant safety standards that must be met and submit it to his/her supervisor prior to participating in the AWS program.

9. The Agency is not responsible for damages or loss to an employee's personal or real property during performance of official duties or while using Agency equipment in the employee's AWS work site, except to the extent the Agency is liable under the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, or local law as appropriate.

10 The Agency is not responsible for operating costs, home maintenance or any other incidental costs (e g., utilities) whatsoever associated with the use of the employee's residence. The Agency may provide all necessary office supplies and reimburse the employee for all authorized expenses incurred while conducting Agency business if approved in advance by the supervisor

11 The supervisor will evaluate the employee's job performance against performance standards and measures established in the employee's performance agreement The agreement will be amended to reflect the employee's AWS participation if appropriate.

12 The employee is authorized to use and retain official Agency records or duplicate records at the AWS work site. The employee agrees to use approved safeguards to protect Agency records from loss, damage, destruction, and unauthorized disclosure. If the employee is authorized to have access at the AWS work site to bid or proposal information, source selection information, confidential business information, information protected under the Privacy Act, or other information subject to special security procedures, the employee shall safeguard such information from unauthorized disclosure in accordance with all security procedures applicable to the information The employee is responsible for knowing what security procedures and specific authorizations apply to the information Classified national security information may not be brought to or retrieved at the AWS work site.

13 The employee agrees to perform his/her officially assigned duties at either the official duty station or at the AWS work site. Failure to comply with this provision may result in charge of leave, loss of pay, termination of participation in the program, and/or disciplinary action, as warranted, based on the situation

14 The employee agrees not to conduct unauthorized personal business while in official duty status. The employee agrees to arrange for any dependent care and personal responsibilities in a manner that allows the employee to successfully meet job responsibilities. AWS is not a substitute for dependent care.

15 This Agreement does not restrict the employee's right to change schedules in accordance with existing policies. If a permanent change of schedule is approved, the time and attendance schedule will be changed accordingly and initialed by both the employee and supervisor.

16. The employee agrees to provide his/her home phone number to Agency clients if the employee's home is the employee's AWS work site. In addition, the employee authorizes the Agency to release the employee's home phone number to Agency clients if the employee's home is the employee's AWS work site.

17. The employee and the supervisor agree to discuss the employee's performance in the AWS program during the mid-year and annual performance appraisals.

18. Other: _____

_____

_____

I have read this agreement and the Agency policy on Alternative Work Space and agree to adhere to their terms.

_____ _____

Employee's Signature Date

_____ [Name of office or division] concurs with the participation of this employee in the AWS program beginning _____, and agrees to adhere to the terms of this agreement and the Agency policy in Alternative Work Space.

_____ _____

Supervisor's Signature Date

Appendix C

Alternative Work Space Program
Employee Self-Certification Time and Attendance Report

Employee Name	Beginning Date:
	Ending Date.

DAY	HOURS From	HOURS To	DAILY TOTAL	A/L	S/L	CT/ OT
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Employee's Signature	Supervisor's Signature
Remarks	

Appendix D

[insert Safety Checklist here]

Appendix E

ALTERNATIVE WORK SPACE PROGRAM OVERSIGHT COMMITTEE DRAFT CHARTER

1. PURPOSE. The Alternative Work Space (AWS) Program Oversight Committee, a standing subcommittee of the Headquarters Labor/Management Partnership Council, will be available to interpret, clarify, facilitate, mediate and assist with actions and activities related to the implementation, processing and actions associated with this program The committee is also responsible for routine evaluation of the program's effectiveness and recommending modifications or actions as the Committee may deem appropriate for the effectiveness and efficiency of the Partnership Agreement.

2. MEMBERSHIP

a. The AWS Program Oversight Committee is composed of four members:

- The Committee Chair, who is the representative from OHROS,
- One representative from AFGE Local 3331,
- One representative from NTEU Chapter 280;
- One representative from an AA-ship who is serving on the Headquarters Labor/Management Partnership Council.

b. At the Committee's option, representatives from FMSD, SHEMD, or their union counterparts may be consulted

c Representatives serve for a period of one year; their membership can be renewed

d To ensure effectiveness and continuity of the Committee, members are expected to attend and participate in each meeting However, in exceptional cases, a member may designate an alternate to participate in a meeting in the event that he or she is unable to attend It will be the responsibility of the member to ensure that the alternate is briefed on the topics that may arise in the meeting. The alternates will participate in Committee meetings as full members

3 PROCEDURES

a The AWS Program Oversight Committee will be chaired by the

representative from OHROS, it may be chaired by a designee in the OHROS representative's absence

b The Committee Chair will appoint a permanent Secretary for the AWS Program Oversight Committee. The Secretary will be responsible for notifying members of meetings, ensuring a quorum is able to participate; developing an agenda to be distributed prior to the meeting; preparing a record of the meeting; distributing the record of the meeting to members and OHROS personnel servicing teams; and otherwise facilitating the efficient conduct of the meetings. The Secretary is not a voting member of the Committee.

c. The AWS Program Oversight Committee will meet at least monthly or more frequently at the discretion of the Chair. A meeting will be postponed if a quorum of three members is not available or if there are insufficient items on the proposed agenda.

d. The Committee will provide an opportunity for the employee and the supervisor to appear in person to discuss the issues. The employee may choose to be accompanied by a union representative other than the union committee member, or another representative. Similarly, the supervisor may choose to be accompanied by a representative from OHROS or another office.