




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

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 Inconsistent local agreements or practices in AFGE-represented locations will be superseded by this agreement unless specifically exempted by the agreement.

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

AFGE/EPA FLEXIPLACE PROGRAM

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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.

g. 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.

h. An electronic copy of this agreement will be placed on the EPA LAN with-in 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 upon request.

i. This agreement will become a part of the new AFGE national contract and will not be reopened 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

Eyvohe Petty-Collier 10-13-98
Eyvohe Petty-Collier, Council 238 1st VP

For EPA:

Linda J. Wallace 10-13-98
Linda J. Wallace, Chief Negotiator

Devereaux Barnes 10/2/98
Devereaux Barnes, Office Director, OSW

Steven E. Johnson
Steven E. Johnson, LMR Rep, Region III

AFGE/EPA FLEXIPLACE APPLICATION FORM

Employee Name _____ Telephone Ext. _____ 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 Duty Station:

___ I certify that I received 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 request is for medical flexiplace, medical documentation justifying the reason for 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.

Appendix (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	WA	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 now?				
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 _____

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 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" (Attachment 1) 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, consistent with Article 29 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 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 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 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. 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 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 one year after removal from the Program, provided that her/his 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 any 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.

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				

**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)