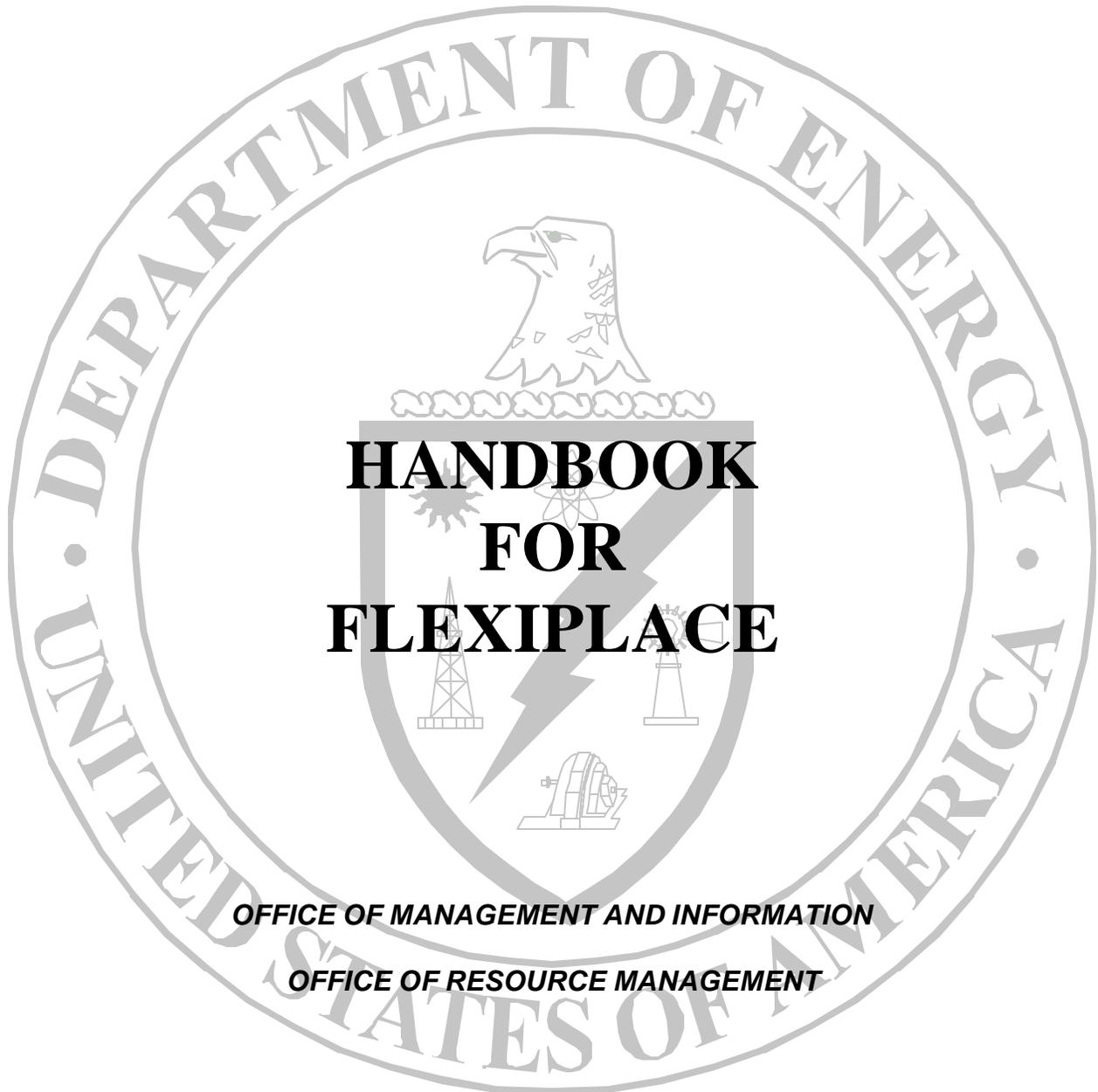


**U.S. DEPARTMENT OF ENERGY  
OFFICE OF ENVIRONMENTAL MANAGEMENT (EM),  
HEADQUARTERS**



**HANDBOOK  
FOR  
FLEXIPLACE**

**OFFICE OF MANAGEMENT AND INFORMATION**

**OFFICE OF RESOURCE MANAGEMENT**

**July 2000**

## PREFACE

The information in this handbook contains the requirements and guidance for all Office of Environmental Management Headquarters employees in the development, implementation, and assessment of the flexiplace program. The provisions of the handbook are effective immediately. This Office of Environmental Management Headquarters Flexiplace Handbook was adapted from the Department of Energy DOE-FLEX Handbook, prepared in conjunction with the exclusive representative of the Headquarters Bargaining Unit employees, the National Treasury Employees Union (NTEU), Chapters 213 and 228, and the Headquarters Employee and Labor Relations Division. Note that the EM handbook contains requirements and guidance for both Bargaining Unit employees covered by the Collective Bargaining Agreement between Headquarters and NTEU (including those who participated in the “pilot” flexiplace program under the agreement) and Non-Bargaining Unit employees who are not covered by the agreement. Whereas most of the handbook applies to both groups of employees, where there are differences in application between the two groups, the differences will be indicated by bold type face and the following headings: **Bargaining Unit Employees**, and, in italics, *Non-Bargaining Unit Employees*, respectively.

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**Assistant Secretary for**  
**Environmental Management**

**July, 2000**

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## INTRODUCTION

### What is “Flexiplace”?

Flexiplace is a term that refers to a program that covers employees who work at sites other than their official workplace. In general, flexiplace assumes that some office workers who would normally be spending most or all of the regular work week working in the Office of Environmental Management (EM Headquarters) in Washington, DC or at the Germantown facilities will now spend some portion of that work week working from home or elsewhere off site during normal working hours. The term “flexiplace” has been used for several years here at Headquarters; the name of the program at the Department of Energy level is “DOE-Flex.” These terms are frequently used interchangeably with “telecommuting,” “telework,” and “work-at-home,” which are other terms that are used to describe a flexiplace program. Employees who participate in a flexiplace program are often referred to as “telecommuters” or “teleworkers.”

Employee participation in flexiplace in EM Headquarters is voluntary and subject to management approval and, for Bargaining Unit employees, the provisions of the Collective Bargaining Agreement between Headquarters and NTEU. Although any employee may request to participate in the program, the nature of an employee’s work, such as working with classified information, physically maintaining facilities, or the need for the employee to be in the office for meetings in which issues or materials must be reviewed or modified via personal contact, provide service to walk-in customers, or to utilize office resources, may limit the employee as to where that work can be performed. This program is not an employee entitlement, does not change the terms and conditions of an employee’s appointment, and is not a substitute for child or other dependent care arrangements; nor is anyone who is approved to participate assured that this work option will continue indefinitely.

### What has been the history of flexiplace in the Government, in the Department of Energy and in Headquarters?

In January 1990, the Federal Government began piloting flexible workplace arrangements that were known as flexiplace arrangements. In the summers of 1994 and 1996, the President issued memoranda directing the Heads of Executive Departments to expand the use of family-friendly workplace practices, including telecommuting. Those memoranda announced that the Federal Government was to become a model employer by effectively utilizing flexible workplace arrangements to increase productivity, recruit and retain a well-qualified workforce, and assist employees to balance their work and family needs. In April 1995, flexiplace procedures were published for Non-Bargaining Unit employees. In January 1996, the President’s Management Council endorsed a *National Telecommuting Initiative* to increase the number of Federal employees who telecommute to 3% by the end of FY 00 and 15% by the end of FY 02. In the Fall of 1997, the Vice President issued a report to the President that stated that the Federal Government “should greatly expand the number of Federal workers who telecommute.”

The Department of Energy began its program in February, 1995, when it issued a “*Telecommuting Guide*” and flexiplace became available for Non-Bargaining Unit employees. In August of 1996, Department of Energy Headquarters Management and NTEU signed a term agreement that called for a flexiplace “pilot” to cover no more than 20% of each Headquarters element’s Bargaining Unit employees. By the end of FY 98, the Department had 2.3% of its workforce in some type of flexiplace arrangement. Since 1995, the Department has utilized this program primarily to accommodate employees who have temporary or continuing health problems, but has also had over 250 employees in regular and recurring formal flexiplace arrangements. Although almost all the formal arrangements have been work-at-home situations, a few employees have worked at alternative DOE sites and at the General Services Administration (GSA)-sponsored telecenters, which are state-of-the-art office sharing workplaces, in the Washington, DC metropolitan area. In 1999, Headquarters and NTEU evaluated the Headquarters flexiplace pilot and found that it was a success, with productivity maintained, no loss in quality, and a decrease in the use of sick leave.

In January 2000, Management and NTEU negotiators agreed to changes in the flexiplace article, taking it from the pilot phase and expanding it as a permanent program. In March 2000, Secretary Richardson launched an initiative to expand the use of flexiplace arrangements and established goals for employee participation for FY 00 and FY 01 that will ensure that the President’s goal of 15% participation is met or exceeded. A copy of the Secretary’s memorandum that announced the initiative is in Appendix E.

### **What are the objectives and benefits of flexiplace?**

Because of DOE’s increasing need to be a competitive employer in a tight labor market, the many advances in information technology since the program began, and the benefits described below, the Department is launching an aggressive campaign to stimulate expansion of its flexiplace program and EM Headquarters is participating in this campaign.

Following are the main reasons that the Department and EM Headquarters support an active flexiplace program. These reasons also appear in Article 47, Flexiplace, in the Collective Bargaining Agreement between Management and NTEU.

- C Improve productivity by reducing the time and stress of having to commute in heavy traffic, allowing employees to work in a reduced-distraction environment, and/or accommodating employees who are not able to work on-site due to health issues. (Generally, flexiplace for health reasons is for a temporary period.)
- C Improve employee well-being and the quality of work life by giving employees more options to balance work and family demands.
- C Maintain work production and services when a facility is closed due to a severe storm or building operation problem or when an employee is required to work at another location.
- C Improve the Department’s competitiveness in recruiting and retaining highly qualified

employees.

- C Energy savings which will contribute to our national goals of being less dependent on foreign fuels.
- C Reduce number of commuters, reducing traffic and parking congestion, and air pollution.
- C Reduce costly building space over the long term by making more efficient use of existing space and delaying the need for additional space for employees who frequently are not at their regular workplaces.

Flexiplace is beneficial to the employee, but is not an entitlement. Flexiplace is a voluntary program subject to approval by higher level management. Participation in flexiplace may not be used as a basis for denying promotions or other management decisions adverse to the participant.

## CHAPTER I - IMPLEMENTING FLEXIPLACE

- (1) **What are DOE Headquarters and the Office of Environmental Management doing to implement flexiplace?**
- Naming flexiplace coordinators for EM Headquarters. The flexiplace coordinators for EM Headquarters are Kathy Keating, EM-7.1, Room 1H023, Forrestal, 202-586-8782, fax #, 202/586-9055, for Forrestal employees and Sharon Rudy, EM-7.1, Room 2063, Cloverleaf, 301-903-6393, fax # 301-903-1976, and Linda Pate, EM-7.1, Room 2062, Cloverleaf, 301-903-7438, fax # 301-903-1976 for Germantown employees. They can advise and assist supervisors, managers, NTEU representatives, and employees in EM Headquarters on this program. They will ensure that this handbook is distributed and kept up to date, will ensure that all employees have access to training on flexiplace, will respond to questions about all aspects of flexiplace and will maintain records on all applicants and participants.
  - Ensuring that managers are familiar with flexiplace. Supervisors and managers have been given the responsibility of becoming familiar with this program so that they can understand what their roles and responsibilities are in administering it (see the details that follow).
  - Maintaining dialogue with NTEU representatives of bargaining unit employees. Although the flexiplace program has been negotiated with the NTEU and this handbook has been prepared with NTEU's input and participation, concerns or questions regarding Bargaining Unit employees may arise. Managers and supervisors are expected to seek clarification or assistance from the flexiplace coordinator(s) in working with NTEU representatives to ensure that the terms of the Collective Bargaining Agreement are satisfied and that unanticipated problems are resolved promptly. Finally, management should be aware of Bargaining Unit employees' right to be represented by NTEU in any "formal discussion" with employees about changes in the flexiplace program and in dispute resolution meetings, such as grievance meetings.
  - Conferring with information technology, security, and safety staffs. EM Headquarters flexiplace coordinators, working with other staff members inside the EM Headquarters and in other cognizant Headquarters elements, will ensure that all flexiplace participants and their supervisors know what equipment is needed and available to the extent possible and assuming sufficient funding; how equipment will be inventoried, maintained; and, how information can be accessed from another location. Note: classified information cannot be accessed remotely.
  - Determining potential program costs. Using a variety of sources, including pre-participation interest surveys, EM Headquarters has investigated costs associated with: the use of "telecenters" by employees; office equipment and supplies; and telephone lines (which can vary widely in cost of installation); long-distance calls made from alternative locations and how that can be accomplished with the least cost; and, whether or not the main computer will need to be modified, including adding appropriate security protections, to allow access from

alternative locations. Accordingly, applicants must be aware that requests to work at home using equipment furnished by EM Headquarters or at an alternate location may be affected by potential costs.

- Conducting an inventory of tasks and activities. Appendix H lists an initial inventory of those tasks and activities associated with performance elements in EM Headquarters that can be accomplished at an alternative workplace. The inventory in Appendix H will be added to or modified as EM Headquarters gains experience in flexiplace through discussions with supervisors, flexiplace participants, the NTEU and Headquarters human resources staff.
- Informing employees. This handbook is the basic guide to flexiplace in EM Headquarters. The handbook is effective immediately and remains effective until further notice. There is no time frame for receipt of flexiplace applications. Further information will be distributed as well as further modifications to the inventory of tasks and activities appropriate for flexiplace at Appendix H.

**(2) What are the types of flexiplace arrangements?**

Flexiplace arrangements are:

- (a) **regular arrangements** - recurring one or more days per week or pay period on a scheduled basis;
- (b) **situational arrangements** - temporary, intermittent, short-term, project-oriented assignments that are agreed to between the employee and the rating official; a situational arrangement's duration would correspond to the assignment's requirements; a situational agreement might be in effect for an indefinite period and might cover a number of situational work assignments.
- (c) arrangements designed to accommodate employees' **medical** issues.

**All** flexiplace arrangements in the EM Headquarters will require the completion of a flexiplace agreement. See Appendix B and C for agreements that apply to the EM Headquarters. The flexiplace agreement for **regular** or **situational** flexiplace must be signed by the employee and the employee's rating official prior to the employee's starting or modifying flexiplace, but after formal approval by the reviewing official.. It is preferred that the agreement be completed prior to an employee's beginning **medical** flexiplace but if this is not possible, the agreement must be concluded and on file before the end of the first pay period of the employee's working on flexiplace under a medical arrangement.

**(3) What is medical flexiplace?**

Employees may participate in flexiplace **for personal or family medical reasons**, for example, to recover from surgery or injury, to have access to recurring medical treatments, or

to care for a family member, as that term is defined in Federal and Departmental regulations governing sick leave, who requires care or assistance. The concept of the family member shall include the following: the employee's mother, father, mother-in-law, father-in-law, spouse, brother, sister, sister-in-law, brother-in-law, child, grandchild, grandparent, grandparent-in-law or a member of the employee's household with whom the employee shares or has shared a mutual residence within the past year.

Although flexiplace (of any type) is not a substitute for primary care giving, there are circumstances in which an employee could work at home and still provide needed care on a limited basis to an immediate family member. Also, if the employee were him/herself in need of treatment or recuperation, the employee could also request flexiplace. In both these circumstances, the employee could file an application, stating that the flexiplace is for medical reasons. The application would be treated just as other applications and would not need approval from Headquarters Personnel and Executive Resources, as previously required. In addition to providing the requisite information about work to be performed at home, the employee will need to provide a plan whereby he/she will ensure that there is no disruption to the performance of work tasks, and that there is medical documentation to justify the medical flexiplace.

**Bargaining Unit employees: the rating/reviewing official may require that medical documentation be provided in accordance with the procedures specified in Article 27, Section 27.03.D.**

*Non-bargaining employees: the rating/reviewing officials may require that adequate medical documentation be provided that directly links the family member's, or employee's, medical condition to the need for flexiplace and that provides a prognosis of return to full duty and or any limiting conditions. The rating/reviewing officials will, at their discretion, obtain advice from appropriate sources before responding to employee requests for flexiplace for medical reasons.*

**(4) Who should approve or disapprove flexiplace applications and agreements?**

Because all flexiplace arrangements involve the performance of work assigned and evaluated under the Headquarters Performance Management Implementation Plan, final approval or disapproval of an employee's request for flexiplace (the flexiplace application at Appendix A) must occur at the reviewing official's level (this is usually, but not always, at the second level of supervision in EM Headquarters). The rating official may make a recommendation regarding approval/disapproval, but may not make the final decision. Management action (i.e., to either approve or disapprove a flexiplace application) must occur regardless of when the application is submitted and regardless of the grade level of the employee submitting the application. All requests will be acted upon within 5 work days of submission; if this is not possible, the rating official will inform the requesting employee of the delay, the reasons for the delay, and the revised time of approval or disapproval. The rating official will also inform the flexiplace coordinator, and the NTEU (for Bargaining Unit employees). Notification may be

accomplished by electronic mail.

If the reviewing official disapproves the request, the reason for the disapproval must be provided to the employee in writing by the rating official, with copies of the disapproval going to the coordinator and to the NTEU (if the employee is in the bargaining unit). The reviewing official should be prepared to discuss the reason(s) for the disapproval and to suggest any modification to the request, if any, that would make flexiplace possible.

If the application has been approved, it is up to the employee and the employee's rating official to complete and sign the flexiplace agreement prior to flexiplace commencing. This process should be completed within 5 working days following approval.

**(5) How can disputes regarding flexiplace be avoided or, if necessary, resolved?**

An employee should thoroughly discuss the possibility of working flexiplace with his/her rating official before submitting a formal application. This will help to build a mutual understanding necessary for a successful flexiplace arrangement.

If there are disputes regarding the flexiplace request, it is hoped that they can be resolved at the lowest possible organizational level at the earliest possible opportunity. At the first sign of difficulty, the employee and rating official should discuss the issue and try to resolve it. The EM Headquarters coordinator(s) and the Bargaining Unit employee's representative are also available to assist in working out problems.

If two or more employees wish to participate in a flexiplace arrangement and a "tie-breaking" mechanism is needed because of organizational demands, in-person coverage needs, etc., the following will be used in the following order: grade, time in grade, time at DOE, service computation date.

If the employee and his/her management chain are in disagreement about any aspect of flexiplace, mediation and other alternative dispute resolution procedures are encouraged in order to achieve resolution with minimum disruption or effect on relationships. If there is no resolution and the employee wishes to proceed formally, the following provisions apply:

**Bargaining Unit employees: Employer decisions regarding flexiplace may be appealed by filing a "Step One" grievance in accordance with Article 11, Section 11.09 of the Collective Bargaining Agreement. If the matter is not resolved at Step One, the matter *may* be appealed to arbitration, in accordance with the provisions of Article 12. The arbitrator, after hearing the case, will issue a bench decision.**

*Non-Bargaining Unit employees: Employer decisions regarding flexiplace may be grieved using DOE 3771.1, GRIEVANCE POLICY AND PROCEDURES*

**(6) What is the duration of a flexiplace agreement?**

The duration of a flexiplace agreement depends on the type of flexiplace:

**Regular flexiplace agreements** are expected to continue until terminated under the procedures of this handbook. Agreements for regular flexiplace should be reviewed during the participating employee's two progress review/feedback meetings with the rating official and should be re-certified for continuation during the annual performance evaluation under the Headquarters Performance Management Implementation Plan (the re-certification form is located in Appendix D). Failure to re-certify an agreement is a management oversight that must be corrected as soon as the oversight is discovered. Failure to re-certify does not mean that the employee's flexiplace agreement is terminated; termination must be effected by deliberate management action.

**Situational flexiplace arrangements** are by definition of a relatively short duration, corresponding to the specific assignment directed by the rating official. For example, if the employee were directed to work on an assignment over a two-day period, the duration of the situational arrangement could be two days. Situational flexiplace arrangements might also be appropriate when a large number of employees in one office, whose tasks are compatible with flexiplace, wish to participate. Short term flexiplace assignments might be used to determine optimum patterns of communication as well as the effect of flexiplace on those remaining in the office. Note that situational flexiplace would not require a separate agreement for each period of time the employee spends on flexiplace; rather, one agreement for an indefinite period covering multiple situational arrangements could be agreed to; see Appendix C.

Duration of a **medical flexiplace agreement** would correspond to the duration of the medical situation, as supported by adequate medical documentation, that prompted the original request for flexiplace.

**(7) When can a participant voluntarily terminate an agreement?**

Participants should be permitted to terminate at any time. Rating and reviewing officials should discuss any problems articulated by the employee with EM Headquarters flexiplace coordinator(s) so that every opportunity for resolution can be explored prior to an employee's announcing that he/she is terminating flexiplace. Participants who are terminating due to difficulties in obtaining necessary support from their organization, or because they believe that their career opportunities are being jeopardized as a result of their participation in the program or similar problems, should first discuss these issues with their rating and reviewing officials, the flexiplace coordinator and, **if they are in the Bargaining Unit, their NTEU representative**. Except in the case of an emergency, any time an employee believes he or she needs to permanently or temporarily return to work in the office, the employee will normally provide management with thirty (30) calendar days notice of the needed change.

**(8) What are sound reasons for terminating or modifying a flexiplace agreement?**

An agreement may need to be terminated when there is a change in the organization's mission, staff reductions or other reasons which affect the employee's tasks or activities that had been performed at the remote site. An agreement may also need to be terminated when a participant's performance in a critical element drops to a Level "1" as transmitted to the employee during either of the employee's two progress review/feedback sessions or performance appraisal. As with all declining performance, the rating official should alert the employee to the measures of performance (see Chapter II) that indicate that the performance is declining and work with the employee on improving the performance.

In cases where there are conduct problems, the rating official should attempt to find the causes of, and solutions for, the problems in consultation with the employee before terminating an agreement.

Except in emergencies, rating/ reviewing officials should give reasonable notice that an agreement is being terminated. A reasonable termination notice by the manager should, if at all possible, match the length of time of a flexiplace termination notice provided by an employee, i.e., thirty (30) calendar days. In the termination notice, the employee's right to grieve must be delineated.

A flexiplace agreement is also terminated automatically when an employee is reassigned to a different organization within the Office of Environmental Management or to another Departmental element.

**(9) How many hours or days per pay period may an employee work on a "regular" flexiplace arrangement?**

There is no limit to how the regular flexiplace work schedule may be configured (see Chapter III) so long as the scheduling is not disruptive to the work for which the office is responsible or causes an unreasonable burden to those who are at the duty station when the employee is on flexiplace.

**Bargaining unit employees: EM Headquarters will place no limit on the number of days in a pay period that an employee is permitted to work a regular flexiplace schedule; rather, the days will be determined by the work that can be done at a remote site and the need for the employee to interact with the person(s) assigning work and with colleagues, etc. The number of days per pay period in the schedule will be determined as a result of the discussion between the employee and rating official pursuant to the terms of Article 47.**

*Non-Bargaining Unit employees: EM Headquarters will permit Non-Bargaining Unit employees (including Limited Supervisor Team Leaders) to participate a maximum*

*of one day per week on a “regular” flexiplace arrangement.*

*Supervisory Non-Bargaining Unit employees will not be permitted to participate in the regular flexiplace program. However, on a case-by-case basis, supervisory Non-Bargaining employees may be afforded the opportunity to participate in medical or situational flexiplace.*

**(10) What work (i.e., tasks and activities) can be performed on flexiplace?**

Work suitable for flexiplace (all types) depends on job content rather than job title, type of appointment, or work schedule. For example, flexiplace is feasible for work that requires thinking and writing – data analysis, reviewing grants or cases, writing decisions or reports; telephone intensive tasks – setting up a conference, obtaining information, following up on participants in a study; and for computer-oriented tasks – programming, data entry, and word processing. Note that the content of the tasks and activities must still be measurable as to progress or output. This requirement is identical to the requirement for work performed in the Headquarters office setting.

Because the employee will be away from the immediate office for specific periods during the pay period, it is important for the employee and his/her rating official to select tasks and activities, or clusters of tasks and activities, that would continuously occupy all the hours/days of flexiplace (either assigned on a situational basis or under a “regular” flexiplace arrangement), even if other aspects of the employee’s position are not suited to flexiplace.

Work (tasks and activities) may not be suitable for flexiplace if the employee needs to have:

- extensive face-to-face contact with his/her management chain, other employees, clients or the general public;
- access to material which is routinely required to accomplish assignments and cannot be removed from the official duty station;
- special facilities or equipment that are not available off-site;
- handling of classified material.

*Non-bargaining unit employees: In EM Headquarters, those in supervisory and/or and managerial positions have extremely limited tasks appropriate for flexiplace apart from their supervisory tasks and thus may not participate in this program. EM Headquarters will permit Limited Supervisor Team Leaders to participate a maximum of one day per week*

Employees whose positions involve classified information should be approved for flexiplace participation only to the extent that they may work on tasks or activities which do not involve

the handling of classified material while at the flexiplace site.

Appendix H contains lists of tasks and activities that would be appropriate for flexiplace; note that this list is not all inclusive and does not contain the entire population of tasks and activities appropriate for Headquarters flexiplace participants. The list is in two parts: **(1) a list of tasks and activities taken directly from the Collective Bargaining Agreement and that apply to Bargaining Unit employees;** (2A) *a list that should address many tasks and activities that Headquarters non-bargaining employees engage in;* and (2B) *additional tasks that are common and/or unique to non-bargaining employees in the EM Headquarters and are not otherwise listed.* The lists identified in 2A and 2B are not currently available as they are under development.

It is extremely important to note that the amount of time that the tasks or activities require and the distribution of the time required affect the amount of time that the employee could work on a regular flexiplace arrangement. For example, if the tasks and activities suitable for flexiplace total 20% of the employee's work day, week, or pay period on a recurring basis, then a "regular" flexiplace arrangement with the employee spending 20% of his/her work on at a remote site might be appropriate. However, in determining the amount of work that can be done off-site, it is also important to determine if the tasks can be "clustered" and performed over the course of one day, or whether tasks must be performed on specific days. Whereas 20% of the employee's work might be suitable for flexiplace, if the employee has to perform a percentage of that work over a series of days, it may not be possible to "cluster" tasks.

In the case of a medical flexiplace arrangement, it might be necessary to temporarily relieve the employee of certain tasks that do not lend themselves to flexiplace until the medical situation is resolved. Of course, all flexiplace work must be coordinated with other work unit-wide activities such as staff meetings, training, or back-up activities that the employee would be engaged in.

**(11) What changes, if any, are needed to position descriptions?**

Flexiplace arrangements are not likely to have any significant impact on properly described position descriptions. However, the section on supervisory controls and work environment should be reviewed for accuracy since participants will normally be working independently in a sedentary environment.

When considering an employee's request to work flexiplace, the reviewing official should consider restructuring the employee's work to accommodate the request. However, any such restructuring should not be allowed to place an unreasonable burden on other employees.

**(12) Which employees should participate?**

The following describe employee attributes that would be appropriate for a regular flexiplace schedule:

- a. The employee has been with the Department of Energy for at least one year.
- b. The employee has been in EM Headquarters for at least six months.
- c. The employee's most recent performance appraisal has been at least at the "Level 2" or equivalent.
- d. The employee has not received any disciplinary/adverse action in the last six months that would impact the integrity of the flexiplace program in EM HQ.
- e. The employee has assigned tasks or activities that can be performed on flexiplace. Please see the discussion above on tasks and activities that are suitable and not suitable for flexiplace.

Flexiplace is never a substitute for recurring child care. As to other needed dependent care arrangements, employees who need to care for a family member at home will not be eliminated from consideration for either situational or regular flexiplace unless the needs of the family member will be too distracting as the flexiplace participant interacts with the rating official, customers or colleagues; or will prevent the employee from producing required work products or being available during the employee's duty time. If an employee needs medical flexiplace to care for a family member (including children) or the employee him/herself, the employee must present a plan in the application that would address any dependent care issues (such as the availability of other care givers, etc.).

**(13) Should equipment be provided to flexiplace participants?**

Work at all alternate work sites will be supported in a paperless mode. EM Headquarters will provide flexiplace participants with portable computers with docking stations for use at their duty station (exceptions may be granted for medical flexiplace participants based upon their medical condition). Printers and fax machines will not be provided to flexiplace participant. A fax server will be implemented such that faxes that need to be received at the flexiplace site can be accessed on line via Citrix and Remote Access Services. Cell phones and video capability will not be provided at alternate work sites to flexiplace participants, unless previously approved for other purposes. Telephone calling cards will be provided to flexiplace participants for long distance calls to the office or other locations that would be

authorized if the employee were at the duty station. Pagers will be issued.. EM Headquarters is not under any obligation to purchase extra information technology equipment for this purpose. If EM Headquarters cannot provide the equipment from its available supply (including surplus), employees who wish to participate in flexiplace will have to provide it through their own means. Participants who use their own equipment must ensure that adequate safeguards exist to protect the equipment and records.

Once an approved flexiplace agreement is submitted to the flexiplace coordinator, flexiplace participants should allow a maximum of 5 working days for issuance of equipment for use at the alternative work site. Requests for equipment will be processed on a first in first out basis.

EM Headquarters is not responsible for paying any extra costs employees may incur for working at home.

EM Headquarters retains ownership and control of any and all hardware, software, telecommunications equipment and data placed in the alternative work site by the government. See Chapter V regarding providing equipment and protecting equipment and records.

Any equipment provided is to be used for official business only, following the same policies as work at the duty station.

EM Headquarters is not responsible for transport of equipment to or from an alternative work site.

**(14) How does an arrangement with a GSA-sponsored telecenter work?**

A list of telecenters is at <http://www.gsa.gov/pbs/owi/telecenters.htm>. Currently, the only GSA-sponsored telecenters are in the Washington, DC metropolitan area. Employees who wish to work at a telecenter may indicate that on their flexiplace request; however, because the use of a telecenter directly affects EM Headquarters' budget, flexiplace may be approved for the employee but not necessarily at the telecenter. If it is determined that there are sufficient funds for employees to work at telecenters if they so request, the EM Headquarters flexiplace coordinator(s) will make all arrangements and explain the provisions and conditions of telecenter work to the participating employee. The procedures for working with GSA will be contained in Appendix G and furnished at a later date.

**(15) Please summarize responsibilities related to the EM Headquarter's flexiplace program.**

**All supervisors and managers in EM Headquarters will:**

- be provided training in flexiplace, including identifying tasks and activities that can be accomplished at an alternative workplace and supervising employees on flexiplace;
- approve/disapprove flexiplace applications in a timely manner if reviewing officials; recommend approval/disapproval of flexiplace applications in a timely manner if rating officials;

- work with all employees approved for flexiplace participation to ensure equitable distribution of work at the office and the various flexiplace sites and to ensure that those who do not participate in flexiplace are not unduly burdened.
- complete flexiplace agreements and re-certify them at the employees' performance evaluation if reviewing officials;
- amend employees' position descriptions, if needed, to describe significant recurring responsibilities that may be performed on regular flexiplace (note that certain tasks and activities that do not appear on the position description might be appropriate for flexiplace, especially for medical or situational flexiplace);
- communicate specific work assignments and performance expectations as though the employee were at the office; revise performance plans as necessary to clarify flexiplace assignment expectations.
- maintain records of employee performance, work accomplishments, and quality of work;
- reach agreements with flexiplace participants on when a participant can be contacted by either telephone or e-mail;
- administer time/attendance/leave responsibilities in the normal fashion; certifying the employee's time and attendance at the alternative workplace, using available time and attendance codes according to flexiplace arrangement;
- ensure that Information Systems and sensitive information procedures are in place at the alternate work sites by inspecting the employees' work sites with twenty-four (24) hours' notice to the employees;
- promote and support this program; suggest that employees consider flexiplace if the opportunities arise; discuss flexiplace with employees new to the staff and/or direct them to the flexiplace coordinator for more information;
- seek assistance from the flexiplace coordinator or their own management chain with questions or concerns, understanding that they are responsible for their own decisions and that flexiplace coordinators' judgements may not be substituted for their own; and
- if a new supervisor, take special care to review the terms of the flexiplace agreement with participating employees during the first available progress review and feedback.

**Employees interested in flexiplace:**

- should take advantage of the opportunity to receive training on the Office of Environmental Management's flexiplace program. They are responsible for finding out as much as possible about flexiplace from their supervisors, their NTEU representatives, the flexiplace coordinator, Headquarters human resources personnel, or outside sources;
- should develop flexiplace applications (see Appendix A) after discussion with their rating officials; the applications should include such information as the type of work to be done at the flexiplace site, the days to be worked at the flexiplace site, resources needed, etc. Employees who participated in the Headquarters pilot for Bargaining Unit employees should re-submit applications, using the form at Appendix A. Employees who are newly assigned to the Office of Environmental Management and who participated in flexiplace in their former position must also re-apply;
- if approved for flexiplace, must complete the flexiplace agreement including the agreement's provisions to be briefed on applicable information technology and security requirements;
- must notify their supervisor of any accident or injury which occurs at the alternate work place during the course of the scheduled work period; the employee must obtain the necessary paperwork from either the Health Unit or the Headquarters Personnel and Executive Resources Office Worker's Compensation specialist;
- will comply with applicable government regulations governing information management and electronic security procedures for safeguarding data and data bases; they will also comply with all required security measures and disclosure provisions so that at no time are security or Privacy Act requirements compromised;
- will be available at their assigned alternate sites during their designated work hours unless on pre-approved leave or lunch, or if they have given their management prior notice and have received permission to modify the work day; and
- will provide appropriate information necessary to accurately document their time and hours worked; the nature of this information and the method of providing the information will be part of the flexiplace agreement.
- will ensure that all EM Headquarters records management practices and procedures are followed. Contact Maria Vignone, EM-7.2 (301-903-0592) for assistance.

**EM Headquarters' flexiplace coordinator(s) will:**

- provide training and information on flexiplace as needed or requested.
- work with employees, rating/reviewing officials to resolve problems as they arise, conferring with NTEU if the affected employee is in Bargaining Unit. Propose the use of alternative dispute resolution as necessary.
- coordinate with the EM Headquarters CIO office to ensure information technology staff are available to flexiplace participants so that they are familiar with procedures for connecting and maintaining the government's equipment and for communicating with the participant's office.
- provide data on participation to the head of the Office of Environmental Management and to other cognizant Headquarters functions regarding the Office of Environmental Management's progress toward meeting flexiplace goals.
- consult with Headquarters human resources personnel to ensure that other policies such as performance management, time and attendance, and the terms of the Collective Bargaining Agreement are met.

**(16) What are the steps that employees must follow in establishing flexiplace arrangements in the EM Headquarters ?**

All employees in EM Headquarters who wish to participate in flexiplace will follow these steps:

**(a) The flexiplace application:** The employee should:

- carefully assess his or her work requirements (i.e., tasks and activities), skills, and suitability of his or her alternate workplace situation;
- discuss these issues with his or her rating official;
- develop an application to submit to his or her rating official that includes such information as the type of work to be done at the flexiplace site, the days to be worked at the flexiplace site on a regular flexiplace schedule, equipment needed, etc., as outlined in Appendix A;
- work with the rating official to make any necessary adjustments to the application before it is finalized. (This is intended to help both think through what assignment(s) are appropriate to be performed, understand how the arrangement will work, and understand each other's needs.);

- attach the requisite medical documentation if the employee wishes to participate in flexiplace for medical reasons (please see the question and answer above regarding medical flexiplace at (3)); and
- repeat this process if the employee is reassigned from one organizational unit to another. Employees do not carry their flexiplace arrangement with them to a new position.

**(b) The rating/reviewing officials' response:**

- the rating official may not deny a request for flexiplace. The responsibility for approval or disapproval of a flexiplace application rests with the employee's reviewing official.
- applications for flexiplace will be acted upon by the reviewing official within 5 working days of the employee's submission of the request [**for Bargaining Unit employees: unless additional time is agreed to between management and NTEU**] unless such action is not possible because of the reviewing official's travel, training, leave schedule, etc. The reason(s) for the delay and the revised response date will be transmitted by the rating official to the employee; the NTEU if the employee is in the Bargaining Unit; and the flexiplace coordinator(s).
- an employee's rating official may suggest to the employee that he or she consider participating in flexiplace. Employees are under no obligation to participate in flexiplace, however, since the program is entirely voluntary.
- if the application is disapproved, the reviewing official will give the employee the reasons for the disapproval in writing along with appropriate information on grievance rights.

**(c) After approval:** If the application for flexiplace is approved:

- the employee and his/her rating official must, within 5 working days, execute a flexiplace agreement prior to the beginning of the flexiplace participation (with the exception of medical flexiplace as described above);
- the employee and rating official will ensure that the employee is in possession of all necessary information (including a contact for information technology) and equipment for working at the flexiplace site as provided for in the flexiplace agreement; note that the equipment covered in the flexiplace agreement must be the same or similar equipment identified by the employee in his/her approved flexiplace application;
- the rating official will ensure that all employees in the participating employee's work unit are made aware of the flexiplace arrangement and are informed as to how the employee may be contacted while on flexiplace;
- with the exception of medical flexiplace, the effective date of flexiplace arrangements is the

first work day of the pay period following approval..

**(d) The coordinator(s):**

- the coordinator(s) will maintain up-to-date information on equipment, costs, and other resources that could be made available to flexiplace participants;
- the rating official will transmit a copy of the flexiplace request, the flexiplace agreement and/or the flexiplace delay/disapproval as appropriate, along with the employee's flexiplace schedule to the coordinator for record keeping and reporting;
- will transmit a copy of the agreement to the IT contact for issuance of the equipment;
- at the end of each performance period, the coordinator will remind rating/reviewing officials of the need for re-certifying flexiplace agreements;
- in fulfillment of EM Headquarters' responsibility to maintain data on flexiplace participation, the coordinator(s) will check with all components within the organization on a semi-annual basis to confirm the number of current flexiplace arrangements (all types), the number of terminated arrangements, and the reasons for termination; and
- the coordinator(s) will be available for problem resolution and interface with Headquarters and Executive Personnel Services and the NTEU as needed.

**(17) Will the program be evaluated? If so, when and what will be included?**

The EM Headquarters' flexiplace program will be reviewed on the organizational level once each year; the participation of NTEU will be requested in this review. The review team will set the parameters of the review and will publish the results. Pertinent data on flexiplace usage (e.g., the number of arrangements or percentage of employees, type of arrangements, duration, tasks and activities deemed appropriate, and grade levels) will be collected on a pre-announced basis and forwarded to the Office of Headquarters and Executive Personnel Services when requested.

## CHAPTER II - PERFORMANCE ISSUES

### (1) What impact does flexiplace have on performance plans?

Methods of evaluating work at the flexiplace should not differ from the methods of evaluating work at the office. As provided by section 4302 (a) (2) of title 5, U.S.C., and the Headquarters Performance Management Implementation Plan, employee participation in developing performance plans is encouraged; further, the rating official and the employee should discuss the methods that will be used for evaluating all work, both work performed at the duty station and work performed at the flexiplace site.

Critical elements and performance standards (i.e., tasks and levels of accomplishment) for participants should be the same as standards for similar work performed by non-participants. Results-oriented tasks that provide a reasonable basis for evaluating job performance should be used for all employees regardless of whether or not they are participants in flexiplace.

### (2) How will employees be given feedback about their performance while on flexiplace?

The following are examples of the methods that the rating official might use to document or to gather information about the performance of employees on flexiplace. Regardless of the method used, it is important that both the rating official and the employee understand how the employee's performance will be measured.

Quantity and quality expectations: Employees in flexiplace arrangements should not be expected to produce any more or less work than is considered acceptable in the office. It is essential to specify the expectations for the quantity and quality of work to be produced at the time that the employee's performance plan is transmitted and as needed thereafter to assure that EM Headquarters' overall output is not going to be compromised by flexiplace.

Periodic progress reports provided by the employee: This could include reporting progress on specified steps of an on-going project in which a reasonable time frame, based on past experience, has been established for each step. In some circumstances, the rating official and the employee could develop a logging system or other data bases that could measure quantifiable outputs.

Review of work by other management officials: If the rating official is not familiar with the details of the tasks and activities performed by the employee on flexiplace, he/she can confer with other management officials familiar with the tasks and activities. The rating official can obtain an estimate of the time that certain tasks and activities might take; the rating official can then use this as a base line for measuring outputs. As always, the flexiplace participant must know with whom the rating official is conferring.

**(3) What impact does flexiplace have on an employee's performance rating?**

Because the employee's work assignments would stay the same whether the employee worked at the office or in a remote site, it is assumed that the employee would be held to the same expectations throughout the performance period. Evaluations of job performance for participants should be based on the employees' performance of elements and tasks against existing levels of accomplishment under the Headquarters Performance Management Implementation Plan.

It is advisable for the rating official to discuss flexiplace with the employee during the two progress reviews and the performance appraisal discussion at the end of the performance period. They can discuss what is going well, and what is proving difficult to accomplish at a remote site due to lack of equipment or lack of accessible information, for example. Adjustments can be made to the flexiplace arrangements if they do not unduly affect (diminish or inappropriately increase) the progress or outputs expected of the employee, interfere with the productivity of the office, nor cause an unreasonable burden to those who are at the duty station when the employee is on flexiplace.

If the rating official or the employee sees a deterioration of performance, he/she should not wait until the progress review to address the situation causing the problem. Both have the responsibility for acting immediately.

## CHAPTER III - WORK SCHEDULES AND PAY ISSUES

### (1) What are appropriate work schedules for flexiplace participants?

Participants may continue to work flexiplace using the same approved schedule applicable when they are on duty at their offices if the schedule does not place an undue burden to those who are at the duty station when the employee is on flexiplace. Also, the effect of Headquarters' Alternative Work Schedules (AWS) program must be taken into account when scheduling employee flexiplace days. Office coverage in EM Headquarters is an important consideration and cannot be ignored when scheduling flexiplace. For example, if an employee wanted to work flexiplace on a day upon which he/she had been depended upon to back up colleagues who were on AWS, and that back-up included dealing with walk-in customers or answering the office telephone, it would be inappropriate to allow flexiplace on that day due to organizational constraints.

### (2) Does flexiplace allow for a more flexible approach toward working hours?

An employee on flexiplace will be expected to observe the same working hours as he/she would observe while working at the office. As is the case at the duty station, adjustments to working hours will be addressed on a case-by-case basis between the employee and the manager authorized to grant exceptions to the employee's working hours (usually the rating official if he/she has that authority). Because of alternative work schedules EM Headquarters allows employees to start work as early as 7:00 a.m. and depart 8 ½ , 9 ½ or 10 ½ hours after arrival, depending on the employee's schedule (40 hours per week; 5/4/9; and 4/10 respectively). As always, employees' working hours schedules are subject to approval from the proper management level. Having an employee work the same hours on flexiplace as he/she would if at the office allows the employee to be in contact more easily with the rating official, customers and colleagues; and it facilitates intra-office gatherings if necessary, even if those gatherings are via telephone.

### (3) Can some flexiplace participants work full time on flexiplace?

It is generally assumed that periodic presence in the main office will minimize isolation and communication problems; will give the participant access to equipment, services, etc. not available at the alternate workplace; will facilitate integration of the employee with those in the main office; and will ease the rating official's adjustment to the new work arrangement. EM Headquarters will permit full time flexiplace for employees on medical flexiplace, as determined by medical documentation. **Bargaining Unit employees' flexiplace schedules will be determined by their work and organizational constraints (discussed elsewhere).** *Non-Bargaining unit employees (including Limited Supervisor Team Leaders) will be limited to a maximum of a one day per week depending on their work assignment. Non-Bargaining unit supervisors will not be permitted to work on regular flexiplace. However, on a case-by-case basis, Non-Bargaining Unit supervisors may be afforded the*

*opportunity to participate in medical or situational flexiplace.*

**(4) How is time and attendance certified for flexiplace participants?**

Flexiplace participants' time and attendance should be recorded as if the participants were performing their duties at their official workplaces. Flexiplace participants are expected to be available for confirmation of their time and attendance by the management official with authority to certify that time and attendance. Confirmation of time and attendance can be achieved by the rating official's determination of the reasonableness of work output for the time spent or by rating official's telephone calls during the employee's scheduled work hours at the alternative workplace.

**(5) Can employees participating in flexiplace work overtime?**

All statutory provisions regarding pay, including premium pay, overtime, etc., apply to flexiplace participants. Flexiplace participants who are exempt from the provisions of the Fair Labor Standards Act (FLSA) must be directed to work overtime in advance of the overtime in order to be paid either overtime pay or compensatory time as appropriate; this practice is exactly the same as if the employee were working at the office. Rating officials of employees who are not exempt from provisions of the FLSA must take care to ensure that employees are not "suffered and permitted" to work overtime by careful assignment of work and monitoring of employee time and attendance.

**(6) What effect does flexiplace have on a participant's travel?**

Travel entitlements are based on the official duty station of the participant; i.e., flexiplace has no impact on a participant's travel.

**(7) What affect do leave, dismissals, and emergency closings have on flexiplace participants?**

The alternative workplace may be unaffected by emergencies that lead to closings and dismissals at EM Headquarter's Forrestal and Germantown office(s); or, such closings could adversely affect the flexiplace participant by depriving him/her of support staff or access to a network. If work can proceed at a particular workplace, then employees at that site should not expect to be excused from duty just because other employees elsewhere have been dismissed or excused from reporting. For example, if EM Headquarters Washington, DC, buildings were open but its Germantown facilities were closed, employees could work from remote site locations and interact, if necessary, with the Washington, DC, offices. Each flexiplace participant's flexiplace agreement will cover this possibility. If only the flexiplace site is affected, such as a power outage, flexiplace participants should notify the rating official to discuss the situation; the employee may be directed to report to his/her office or be given permission to take annual leave or leave without pay.

Delayed departure announcements (in which employees traveling to the office may leave home at a later time for work and be given excused absence for their late arrival) would have no effect on employees working from their home on flexiplace. If it is announced that employees in the flexiplace participants' offices are allowed unscheduled leave (formerly "liberal leave"), the employees participating in flexiplace are expected to inform their rating official of their intentions regarding taking leave just as if they were attending work at the office.

In general, the organization responsible for operating a telecenter will have the authority and responsibility for emergency closing of the telecenter. That same organization will have the responsibility of informing affected telecommuters and their respective agencies. If EM Headquarters can permit its employees to work in a local telecenter, the effect of a telecenter's closing will be addressed in the flexiplace agreement.

**(8) Can an employee be directed to report to the office on the day(s), or part of a day, he/she is scheduled for flexiplace?**

An employee can be directed to report to the office on the day(s) (or part of a day) he/she is scheduled for flexiplace for work related reasons.

**(9) If an employee is directed to report to the office on the day(s), or part of a day, scheduled for flexiplace, will the employee be given (an)other flexiplace day(s) in the pay period?**

An employee who is directed into the office on day(s), or part of a day, ordinarily scheduled for flexiplace should not expect to be permitted to work (an)other day(s) on flexiplace. The employee and rating official are encouraged to discuss the possibility of scheduling an alternative flexiplace schedule but if there is not sufficient flexibility in the remaining days of the pay period (e.g., others are scheduled for flexiplace, travel, training, or AWS), then the employee must expect to resume his/her flexiplace schedule the following pay period. If possible, the employee should be permitted to return to the flexiplace site for the remainder of the flexiplace day(s) not affected by the event requiring the employee's presence.

**(10) Would flexiplace affect Forrester parking permit eligibility?**

Employees who have "unusual hours" permits for the garage may be affected if they work several days per pay period at the flexiplace site. They might not meet the criteria for the percentage of time spent performing work on "unusual hours" under parking policy and therefore no longer qualify. Flexiplace data may be routinely compared with parking data to ensure that the parking program policies are maintained.

**(11) Would flexiplace affect transit subsidy (SEET) amounts received by participants?**

If a flexiplace participant finds that his/her average monthly transit cost (i.e., daily costs times 20) is lowered to any amount less than \$65, the flexiplace participant must contact the SEET function to discuss revisions to the participant's SEET card(s). Flexiplace data may be routinely compared with the SEET data base to ensure that the SEET program policy is maintained.

## CHAPTER IV - HOME OFFICE WORKPLACE ISSUES

(Note that this Chapter primarily addresses flexiplace performed in an employee's home since the current experience shows that this is the norm at Headquarters. This emphasis is not intended to imply that other sites are excluded, or can not be considered, as appropriate flexiplace worksites.)

### (1) What are the characteristics of an appropriate home office?

Flexiplace home work sites require adequate work space (a room or a portion of a room which is adequate for the performance of official duties), light, basic residential telephone service, power, adequate environmental conditions, smoke alarms, and adequate security. EM Headquarters will not pay for any of these requirements.

Alternative workplaces should be safe and must be free of hazardous materials. Employees who engage in unsafe behavior by failing to maintain a safe workplace and who are subsequently injured may be denied workers' compensation benefits. Participants must complete the safety guideline checklist attached to Appendix B. In the event that any condition is not adequate or appears unsafe, the rating official may defer signing the agreement (which must be completed before flexiplace can commence) until such time as the condition improves. Rating officials may wish to discuss the checklist with the Headquarters Safety Officer for review and comment before signing the agreement. Participants are responsible for complying with safety standards and building codes.

### (2) Should a home office workplace be inspected?

**Bargaining unit employees: To ensure that Information Systems and sensitive information procedures are in place at the alternate work sites, EM Headquarters may inspect the employee's work site with twenty-four (24) hours' notice to the employee. The notice will include the date and approximate time of arrival, the number of management officials coming to the site, the estimated duration of the inspection and other appropriate information. The employee may arrange for an NTEU representative to accompany the manager to the inspection.**

**Prior to inspection, the employer will provide a specific list of items to be inspected and purpose/outcomes anticipated. No other inspections are allowed.**

*Non-Bargaining Unit employees: Procedures for inspections of non-bargaining unit employees' home office sites will be the same as inspections for bargaining unit employees' home office sites, with the exception of NTEU representative participation..*

**(3) What expenses, if any, can be paid by EM Headquarters?**

Expenses of operating a residence, such as utility costs associated with working at home or supplies for use when working at an alternate work site, or any other costs will not be reimbursed.

**(4) What are the procedures for getting reimbursed?**

EM Headquarters will not reimburse flexiplace participants for costs associated with their flexiplace assignment.

**(5) Can flexiplace help an employee with dependent care needs?**

Flexiplace may reduce dependent care costs by reducing or eliminating the number of hours of care necessary, particularly before and after school or day care, as a result of having more time to care for dependents by not having to commute to work. Flexiplace may also permit a participant to provide assistance, such as with a noon meal, to a family member that the participant would not otherwise be able to do. The opportunity to participate in flexiplace is offered with the understanding that it is the responsibility of the participant to make necessary arrangements for dependent care that is needed on a regular, recurring basis during agreed-upon hours of work. Flexiplace may not be used as a substitute for providing regular, recurring child or other dependent care arrangements.

**(6) What is EM Headquarter's obligation, if any, in the event that a participant is injured while working at home?**

Participants should inform their rating officials at once of any accident or injury occurring at the alternative workplace during approved working hours or during non-working hours during which the flexiplace participant was directed to work. Such incidents should be treated just as if they occurred at the main office; thus, participants are covered by, and may file claims under, the Federal Employees Workers' Compensation Act and the Federal Tort Claims Act.

**(7) What are some common problems associated with flexiplace and how can they be avoided?**

The following chart is taken from the Department's DOE-FLEX guidebook; it lists some common problems associated with flexiplace and how those problems can be avoided or resolved:

<b>Situation</b>	<b>Consider This Alternative</b>
1. Supervisor plans important meetings scheduled on employee's flexiplace days.	1. Set up a conference call so the employee can participate in the meetings from his/her alternate workplace.
2. Co-workers don't know when the employee will be in the office or accessible by other means. There is a general sense that the employee is never around.	2. The rating official and employee will ensure that the employee's schedule is available to co-workers so they have access to it and will know when the employee will be in the office, working at home, on travel, or on leave, and when the employee has an AWS day off.
3. Managers and employees do not have a clear understanding of work expectations.	3. Define work expectations in advance to avoid misunderstanding.
4. Supervisors and co-workers are not able to contact, or are unclear on how or when to contact, the employee (and are sometimes actively discouraged). There is a general reluctance to call employees at home on their flexiplace days.	4. Provide staff with flexiplace phone number. Encourage staff to call or e-mail employee on flexiplace days. Supervisors should set an example by calling employees on their flexiplace days and insisting that others continue to transact business with employees working at their alternate workplace.
5. Employees are reluctant to leave the phone on their flexiplace days, even to use the restroom or take a break, because someone who called might think they are not working.	5. Employees <b>could</b> use an employee-purchased answering machine to take messages during brief absences and then follow up with callers promptly upon return.
6. Employee feels a sense of isolation and loss of interaction with co-workers.	6. If necessary, increase the number of days per week in the central office. Encourage active communication via e-mail or telephone.
7. Flexiplace is joked about as "goofing off." Flexiplace days are referred to by co-workers as "days off."	7. Explain or distribute benefits of flexiplace to staff members. Publicize the products that the flexiplace employee produces while at the alternate workplace.
8. Work and home needs are difficult to distinguish while working at home.	8. To the extent possible, keep the office space separate from the rest of the living area. Keep a definite schedule of work time and personal time and stick to it.

<p>9. The organization incurs additional expenses associated with the provision of equipment and services, such as telephone charges for computer connections and long distance calls.</p>	<p>9. Weigh costs against direct and indirect savings. Include any reduction in space costs plus productivity gains, skill retention, employee satisfaction, etc.</p>
<p>10. Employees run into technical problems with their computers at home and no one is available to assist them.</p>	<p>10. Ensure adequate information technology support is available before finalizing a flexiplace arrangement. The call-in number for Information Technology trouble shooting is 301-903-111 (EM Headquarters Help Desk). If support is not available, the employee should call his/her supervisor to determine whether there is work which can be done off-site, or whether the employee should report to his/her duty station.</p>

## **CHAPTER V - PROPERTY, RECORDS, AND SECURITY ISSUES**

### **(1) What equipment may be provided a flexiplace participant?**

EM Headquarters will provide flexiplace participants with portable computers with docking stations for use at duty station (exceptions may be granted for medical flexiplace participants). Participation in flexiplace does not convey a right to DOE equipment. Work at all alternate work sites will be supported in a paperless mode. Printers or fax machines will not be provided to flexiplace participants. A fax server will be implemented such that faxes that need to be received at the flexiplace site will be accessed on lone via Citrix and Remote Access Services. Cell phones and video capability will not be provided flexiplace participants unless previously approved for other purposes. Telephone calling cards will be provided to flexiplace participants for long distance calls to the office or other locations that would be authorized if the employee were at the duty station. Pagers will be issued. EM Headquarters has determined that repairs on government equipment will be accomplished at the official duty station. Software may be provided for installation on the employee's equipment by the employee. Participants may not add unauthorized equipment or software to property owned by EM Headquarters. EM Headquarters retains ownership and control of all installed hardware, software, and data. Participants may use their own equipment if the flexiplace site is their home. They are responsible for the maintenance of their own equipment. The list of equipment to be made available to each flexiplace participant will be part of the flexiplace agreement; the participant is responsible for the safety and security of this equipment.

### **(2) Can a participant use equipment and software for personal needs?**

Installed equipment and software should be treated as if it were in the employee's main office. At this time, there is no authority to allow the flexiplace participant (or office employee) to use equipment and software for personal needs. If this policy is changed, all employees will be notified.

### **(3) What are the security requirements for employee-owned equipment?**

Security requirements apply in the same manner for employee-owned equipment as for agency-owned equipment. Individual employees may borrow the software to load on their personal computer to fulfill security requirements. An icon and a statement identifying the security requirement, stating that the user of the equipment is on DOE's system, and displaying a monitoring warning should appear so that the user can accept or reject usage of the system.

**(4) What measures should a participant take to protect property and other equipment owned by EM Headquarters ?**

Equipment must be protected from access by unauthorized individuals and destruction of records by viruses. Personal identification, passwords, access codes, etc., need to be accounted for and maintained properly. Physical security measures, such as installing approved anti-virus software, denying children access to the work area, or securing it when not in use, also need to be taken.

Participants must notify their rating officials immediately if the government supplied equipment malfunctions. EM Headquarters is responsible for the maintenance, repair, and replacement of such equipment, but the employee will be required to return the equipment to their duty station for repair. If EM Headquarters' equipment is unsecured and consequently damaged by non-participants (e.g., dependents of the participant) participants may be held liable for equipment repair or replacement. Participants may be required to report to work at their duty station if work-dependent equipment repairs are extensive and adversely affect their ability to accomplish work assignments. Once a flexiplace arrangement is terminated, any EM Headquarters' equipment and office supplies must be returned to the office as soon as possible, but not later than 30 days.

**(5) What is the status of any record produced at a flexiplace site?**

All records that pertain to EM Headquarters business that are created or received by the participant at an alternative workplace belong to the EM Headquarters and will be managed in accordance with applicable laws and regulations. The records should not be removed from the alternative workplace and should not be disposed of except in accordance with applicable Headquarters records disposition directives.

Questions concerning disposition of records should be directed to the EM Headquarters Records Manager, Maria Vignone, on 301-903-0592.

**(6) Can a flexiplace participant work with sensitive information at an alternative workplace?**

Employees will comply with applicable government regulations and DOE directives governing both classified and unclassified information management and computer security procedures for safeguarding data and data bases. Employees have always had the obligation to protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, or other unauthorized use. Employees will comply with all appropriate security measures and disclosure provisions so that at no time will classified, UCNI, sensitive information or Privacy Act requirements be compromised.

Off-site access to sensitive (unclassified) data may be permitted provided a security plan is developed and approval by the EM-HSO and EM Headquarter's automated data

processing/security official certifies the adequacy of the security for such access. Classified material may **not** be removed from the participant's main office to any flexiplace site.

Questions related to these issues should be directed to:

Mary Ann Breland, EM-7.2, 301-903-7245, for unclassified computer systems to include laptops.

Ed Symanski, EM-5, 301-903-9977 for classified computer systems.

## CHAPTER VI - REMOTE ACCESS ISSUES

This chapter focuses on and illustrates current issues pertaining to the Headquarters Local Area Network (HQ LAN). As improved access services are added, this chapter will be modified. The presence of this chapter does not imply that the Office of Environmental Management is able to provide equipment.

**(1) Can an employee get access to e-mail via the Internet without going through the DOE HQ LAN?**

EM Headquarters will provide access to an employee's e-mail via the Internet. This will be accomplished by providing the flexiplace participants with a Remote Access System (RAS) account (or equivalent).

**(2) What does an employee need to do to get access to the DOE HQ LAN to get to data files stored on his/her desktop PC or File Server?**

EM Headquarters will provide flexiplace participants with portable computers with docking stations for use at their duty station. His/her data are to be stored on the computers hard drive. Access to corporate data or office common data will be provided through the RAS account.

**(3) What does an employee do when he/she needs assistance with either computer problems (either hardware or software)?**

EM Headquarters will provide assistance through the Help Desk on 301-903-1111 from 8:00 a.m. to 6:00 p.m.

**(4) How compatible are Mail Platforms within Headquarters and DOE-wide?**

Communications between Electronic Mail platforms DOE-wide allow the exchange of e-mail and file attachments. It is recommended that flexiplace participants determine the best format (MS Word, WordPerfect, DOS text, graphics, etc.) before sending a file to ensure that the recipient will be able to open the file without any difficulty.

**(5) How are files sent from other locations to the computer of an employee on flexiplace?**

Typically, files are sent as e-mail attachments to the employee's computer. However, current policy limits the file size to 5 megabytes for delivery during normal business hours. Delivery of e-mail attached files sized between 5 - 10 megabytes are delayed until after 6:00 p.m. during the business week. E-mail file attachments greater than 10 megabytes will not be delivered. In such cases both the sender and the intended recipient of the e-mail message will receive

notification via a system-generated message.

There are other options available that enable the employee to send and receive files in a timely manner with no limitation on file size. EM has an FTP service available for assistance in transmitting files larger than 10 megabytes. Contact the EM Help Desk at 301-903-1111 to ensure that the employee's file access and transfer needs will be fully met.

**(6) What are alternative methods of communicating quickly with an employee at an alternate workplace?**

If a flexiplace employee is working extensively on his/her computer and has only one telephone line, the employee should discuss routine contact times with his/her rating official (during the time the employee would be accessible by telephone). The employee will be issued a pager; quick message service will be provided through Outlook or another software will be provided, if feasible.

**(7) How may EM Headquarters participants who have disabilities find out about equipment availability?**

The DOE Assistive Technologies Web Page provides program information about the DOE Disability Program in addition to information on current and emerging assistive technologies. They and their rating officials should visit the CIO Web Site at <http://cio.doe.gov/assistive> to learn about computer and related telecommunications accommodations to assist persons with disabilities.

## Appendix A

### REQUEST FOR FLEXIPLACE

<b>Type of Flexiplace Request</b> (check box(es))		Medical	Regular	Situational	
<b>Preferred Location</b> (check box(es))		Home	TeleCenter	Forrestal	Germantown
<b>SECTION 1</b> (To Be Completed By Employee)					
<b>Employee Information</b>			<b>Rating Official Information</b>		
Name		Name			
Title, Series, Grade		Title			
Routing Symbol		Telephone			
Telephone					
Office Location					
<b>SECTION 2</b> (To Be Completed By Employee)					
a. Employee has a copy of the _____ Flexiplace Guide.					
b. Tasks and activities to be performed on flexiplace, reflected on employee's performance plan, are summarized (Attachment A-1).					
c. Flexiplace work schedule including times, days, and location for each day of the pay period is completed (Attachment A-2)					
d. The following equipment, software and supplies will be needed:					
e. The employee requests that the following be provided by the organization:					
Equipment:		Other:			
Software:					
<b>f. For medical flexiplace only. Anticipated duration of flexiplace assignment:</b>					
Starting date		Ending date			
Medical documentation attached: _____ Yes _____ No; if no, reason why:					

**SECTION 3**  
(To Be Completed By The Rating Official)

a. Is frequent face-to-face contact with clients/coworkers vital in order to complete task(s) and/or activities listed in Attachment A-1?	yes -	no -
b. Is frequent supervisory review, while work is in progress, required as a routine part task(s) and/or activities listed in Attachment A-1?	yes -	no -
c. Do security or technical reasons prevent information from being used on flexiplace which is needed to perform the work effectively?	yes -	no -
d. Was the most recent performance rating below the Level 2 or equivalent?	yes -	no -
e. Are there other concerns that might adversely affect the employee's participating in flexiplace?	yes-	no -

Answering **YES** to any of the above questions may result in the application being disapproved. The rating official should explain, in writing, any **YES** answers:

\_\_\_\_\_

Flexiplace training has been completed. by employee and supervisor Yes \_\_\_\_\_

No \_\_\_\_\_

**SECTION 4**  
**Action on Application**  
(To Be Completed By Rating and Reviewing Officials)

**Rating Official:** Approval recommended: \_\_\_\_\_

If approval is not recommended, reason(s), including alternate recommendation(s):

**Signature:**

**Date:**

**Reviewing Official:** Approval granted: \_\_\_\_\_

If approval is not granted, reason(s), including adoption of rating official's recommendation(s):



## **Special Projects and/or supplementary activities:**

## A-2 - Request for Flexiplace

**Work schedule (official tour of duty) while participating in flexiplace is:**

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

Distribution

If approved:

Original: Attach to flexiplace agreement  
 Copy: Rating Official  
 Flexiplace Coordinator

If disapproved:

Original: Employee  
 Copy: Rating official  
 Flexiplace Coordinator  
 NTEU (bargaining unit)

## Appendix B

### Flexiplace Agreement

(Regular or Medical)

- (1) **Introduction:** This agreement is between \_\_\_\_\_ employee \_\_\_\_\_, routing symbol \_\_\_\_\_ and \_\_\_\_\_. The agreement specifies the terms and conditions under which the employee will work at the alternate workplace specified below. This flexiplace agreement does not create an entitlement, but recognizes that flexiplace is an additional method EM Headquarters uses to accomplish work.
- (2) **Type of Flexiplace:** \_\_\_\_\_ Regular \_\_\_\_\_ Medical
- (3) **Duration:** This agreement is effective \_\_\_\_\_ and will continue:  
(a) indefinitely for **regular** flexiplace participants contingent upon re-certification at the first performance appraisal following the date of this agreement and at least annually thereafter: or  
(b) until \_\_\_\_\_ for **medical** flexiplace as confirmed by acceptable medical documentation. The employee may terminate this agreement at any time from the effective date by giving the employee's rating official notice and returning to the employee's duty station. To ensure that appropriate physical arrangements be completed at the employee's duty station, the employee should provide at least 30 day's notice of desire to terminate this agreement. Management has the right to terminate or modify this agreement at any time with 30 days' notice. Management will inform the employee of the reason for termination and will inform the employee of the right to grieve this termination under the appropriate grievance procedure.
- (4) **Duty Station:** The employee's duty station is as follows: ( location, telephone number):  
\_\_\_\_\_  
\_\_\_\_\_
- (5) **Flexiplace:** The employee's flexiplace site is as follows: (address, telephone number)  
\_\_\_\_\_  
\_\_\_\_\_
- (6) **Applicable Policy:** The employee agrees that all policies that apply to the employee at the employee's duty station apply to the employee at the flexiplace site. The employee is bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at the flexiplace site. In addition, the terms of this flexiplace agreement and the guidebook upon which the agreement is based also apply.

- (7) **Responsibilities:** The employee will perform those work assignments (i.e., tasks and activities) agreed to with his/her rating official. The employee will ensure that the appropriate resources are available or accessible to perform those assignments at the flexiplace site (see B-1). The employee will be reasonably accessible (e.g., either responding immediately to management's attempts to contact him/her or responding within the time expected if the employee were at the office) during agreed-upon hours of work (see the attached work schedule). The employee will safeguard DOE equipment and records and use such equipment and records for official business only. The employee will also safeguard, and maintain equipment, if any, used to perform work at the flexiplace site. If the flexiplace site is the employee's home, the employee will maintain it in a reasonably safe condition, keeping it hazard-free and normally free from distractions (see B-2). For medical flexiplace: The employee will ensure that work products are safely conveyed between the flexiplace site and the office by using the following method(s)\_\_\_\_\_.
- (8) **Time and Attendance:** The employee understands that his/her time keeper will be provided a copy of the employee's work schedule. Normal rules and procedures apply for authorizing, approving, earning, and using leave, overtime, and/or compensatory time, etc. The employee's time and attendance must be certified by the certifying official so that there is an accounting for all hours included in the work schedule. Time and attendance will be reported as though the employee were at the duty station. The employee will obtain approval in advance for any schedule change. Overtime will not be permitted except when expressly authorized and confirmed in writing in advance.
- (9) **Direction to attend duty station:** The employee understands that, on rare occasions, if the employee's rating/reviewing official determines that issues at hand (e.g., need for face to face meetings or examination of materials that cannot be taken from the duty station) require the employee's presence, the rating/ reviewing official may direct the employee to the employee's duty station on a day, or part of a day, that the employee would ordinarily be on flexiplace. Notice of this direction would be given as far in advance as possible. The employee further understands that he/she has no claim on another day during the current pay period or any other pay period to substitute another day or days on flexiplace.
- (10) **Administrative Dismissals:** Administrative dismissals for employees who are working at a flexiplace site are based on the workplace affected by the dismissal and the employee's interactions with that workplace. The employee participating in flexiplace under the terms of this agreement understands that because the employee has been approved to work on tasks and activities that (insert either: "do" or "do not") \_\_\_\_\_ require interface with the workplace, if the employee's workplace is administratively dismissed, the employee (insert either: "will" or "will not")\_\_\_\_\_ be granted administrative leave if his/her duty station workplace is dismissed.
- (11) **Pay, Leave, and Travel:** Pay, and travel entitlements are based on the employee's duty station. The flexiplace arrangement is not a basis for changing the employee's salary and salary-based benefits. The employee understands that if the flexiplace arrangement affects

his/her eligibility for “unusual hours” parking in the Forrestal garage, pursuant to regulations for the garage, the employee will notify the parking administration function immediately. If the flexiplace arrangement lowers the cost of the employee’s transit costs to any amount below \$65 per month, the employee will notify the transit subsidy function immediately.

- (12) **Work Assignments:** The employee is expected to perform the tasks and activities listed in the application for flexiplace (A-1). The employee will obtain approval in advance for any schedule change. Overtime will not be permitted except when expressly authorized and confirmed in writing in advance. Additions or changes to the tasks and activities listed are agreed upon as follows: \_\_\_\_\_

\_\_\_\_\_

- (13) **Resources Provided:** EM Headquarters (insert either: “ has” or “has not”) \_\_\_\_\_ provided equipment or other resources to the employee for the accomplishment of tasks and activities. The employee agrees that he/she will maintain all resources listed on the attached schedule. Problems with supplied equipment or software must be reported to the EM Help Desk, 301-903-3111, and the employee’s rating official.. Unresolved problems should be reported to Nancy Freeze, EM-7.2, 301-903-2127. Employee-provided equipment are at the employee’s expense, unless specifically authorized herein or otherwise in writing. Upon termination of this flexiplace arrangement, all supplied resources must be returned at the time of the employee’s return to the duty. Laverne Smith, EM-7.2, 202-586-1056, should be contacted concerning equipment return.

- (14) **Use of Telecenter:** If the employee has been approved for flexiplace at a telecenter, he/she will abide by the regulations attendant to use of the center as delineated in the attachment which is incorporated in this agreement (Appendix G).

- (15) **Performance:** The employee understands that the same elements, tasks and levels of performance apply while on flexiplace as at the employee’s duty station.

- (16) **Expenses:** EM Headquarters will not be responsible for any additional operating costs, such as home maintenance, insurance, or utilities, that are associated with the employee’s using his/her home as the flexiplace site. Telephone calling cards will be issued to flexiplace participants for work related long distance phone calls.

- (17) **Liability:** The employee understands that he/she assumes full responsibility for any damage to personal or real property that may occur as a result of the employee’s working at the flexiplace site, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. The employee understands that if he/she is injured during authorized hours of work at the flexiplace site, the employee is covered by the Federal Employee Compensation Act (workers’ compensation). The employee must notify his/her rating official immediately of any accident or injury that occurs at the flexiplace site and

complete any required forms. Officials of the Headquarters Executive and Personnel Services, at the request of the Department of Labor, and may investigate such a report immediately. If the employee wishes more information on liability, she/he understands that this may be obtained from the Office of General Counsel, Assistant General Counsel for General Law.

- (18) **Inspections: Bargaining unit employees agree to the following: To ensure that Information Systems and sensitive information procedures are in place at the alternate work sites, EM Headquarters may inspect the employee's work site with twenty-four (24) hours' notice to the employee. The notice will include the date and approximate time of arrival, the number of management officials coming to the site, the estimated duration of the inspection and other appropriate information. The employee may arrange for an NTEU representative to accompany the manager to the inspection.**

*Non-Bargaining Unit employees agree to the following: The same provisions apply to the Non-Bargaining Unit flexiplace participant as to the Bargaining Unit flexiplace participants, with the exception of NTEU representation..*

- (19) **Effect of Failure Fulfill the Terms of This Agreement:** This agreement will be terminated if the employee fails to fulfill its, or any amendment to its, terms. The employee will be given the right to grieve termination of the agreement. Termination for reasons of misconduct or failure to protect equipment, records, and/or data may result in disciplinary action and/or suspension or revocation of the employee's security clearance, if appropriate.
- (20) **Certification:** I hereby certify that I have read and understood the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that applicable policies and guidelines may change or be added without amending this agreement accordingly. I understand that I will be informed of these changes. In the event of such changes, I agree that this agreement will be subject to them.

_____	_____
Employee's Signature	Date
_____	_____
Rating Official's Signature	Date

\*\*\*\*\*

**PRIVACY ACT STATEMENT**

Section 6120 of Title 5 to the United States Code and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of an alternative workplace other than the regularly assigned location and will result in the applicant for flexiplace not being approved for the employment arrangement specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in the Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

\*\*\*\*\*

Attachments:

- Approved Application/ Work Schedule
- List of Resources for Alternative Workplace
- Self-Certification Safety Checklist
- Medical Documentation - medical flexiplace only

Distribution of Entire Agreement:

- Original -Employee's Official Personnel File
- Copy to
  - Employee
  - Rating Official
  - Flexiplace Coordinator

Distribution of Work Schedule: - Time and Attendance Function

**B-1**  
**Equipment/Resources for the Alternative Workplace**

(Attachment to Appendix B and C)  
(Refer to item 13 in Flexiplace Agreement)

Employee's Name: \_\_\_\_\_ Rating Official's Name: \_\_\_\_\_

1. \_\_\_\_\_ Computer (serial or property number \_\_\_\_\_)
2. \_\_\_\_\_ Monitor (serial or property number \_\_\_\_\_)
3. \_\_\_\_\_ Printer (serial or property number \_\_\_\_\_)
4. \_\_\_\_\_ Modem (serial or property number \_\_\_\_\_)
5. \_\_\_\_\_ Fax machine (serial or property number \_\_\_\_\_)
6. \_\_\_\_\_ Additional telephone line (type of monthly service plan \_\_\_\_\_)
7. \_\_\_\_\_ Software, specifically: \_\_\_\_\_
8. \_\_\_\_\_ Other items, specifically: \_\_\_\_\_

Information Technology Support Acknowledgment:

\_\_\_\_\_

Date: \_\_\_\_\_

**B-2**  
**Self-Certification Safety Checklist**  
(Attachment to Appendix B and C)

Employee's Name: \_\_\_\_\_

Rating Official's Name: \_\_\_\_\_

The purpose of this form is to ensure that the terms of the flexiplace agreement are fulfilled. The employee, if declaring that the flexiplace site is his/her home, agrees to maintain it in a reasonably safe condition, keeping it hazard-free and normally free from distractions. If the employee answers "no" to any of the questions below, the rating official and the employee must discuss the issue so that both the employee and the rating official understand the condition of the agreement. The checklist will be made available to the Headquarters workers' compensation specialist if the employee is injured at home and files a claim for compensation under the Federal Employee Compensation Act.

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

*EM HQ Handbook for Flexiplace*

13. Are carpets well secured to the floor and free of frayed or worn seams?		
14. Is there enough light for reading?		

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

\_\_\_\_\_  
Employee's Signature                      Date

Comments:

\_\_\_\_\_  
Rating Official's Signature                      Date

## Appendix C

### Situational Flexiplace Agreement

- (1) **Introduction:** This agreement is between \_\_\_\_\_ employee \_\_\_\_\_, routing symbol \_\_\_\_\_, and \_\_\_\_\_. The agreement specifies the terms and conditions under which the employee will work for specified periods directed by the employee's rating official at the alternate workplace specified below.
- (2) **Purpose and Duration:** This agreement will be in effect from \_\_\_\_\_ and will continue indefinitely. During the agreement, the employee's rating official may direct the employee to work for specified periods of time (i.e., a specific number of days which may or may not be successive) at an alternate work site in order to complete specific non-recurring assignments or special projects. Examples of such assignments would include:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- (3) **Alternate Workplace:** The flexiplace site is \_\_\_\_\_. During the flexiplace assignment period, the employee can be contacted at the following phone number: \_\_\_\_\_.
- (4) **Work Schedule:** The employee's daily hours of duty will be the same as at the official duty station. The number of days of time spent on the flexiplace assignment will depend on the nature of the assignment. The specific number of days spent on a flexiplace assignment will be determined prior to the employee's beginning flexiplace and will be confirmed in writing (including an email message) with a copy sent to the Time and Attendance Clerk. Modifications to the flexiplace assignment (either lengthening the assignment time or shortening it) will be directed by the rating official and the employee will be informed in writing as soon as possible.
- (5) **Resources:** The employee is expected to accomplish his/her assignment(s) with the following resources: \_\_\_\_\_, furnished by \_\_\_\_\_. The employee (insert either: "is" or "is not") \_\_\_\_\_ authorized to incur any costs associated with connecting to the local LAN in order to communicate with his/her office and/or accomplish his/her assignment(s).
- (6) **Responsibilities:** The employee agrees to perform the work assignment(s) specified by the

rating official in the time frame specified, to the extent that he/she has control over the completion of the assignment(s). The employee will ensure that he/she has appropriate resources available, or access to them, to perform the assignment(s) at the flexiplace site. The employee will be reasonably accessible during agreed-upon hours of work. He/she will safeguard DOE equipment and records and use such equipment and records for official business. He/she will also safeguard, and maintain equipment, if any, used to perform work at the flexiplace site. If the flexiplace site is the employee's home, it will be maintained in a reasonably safe condition. The flexiplace site will be hazard-free and normally free from distractions. The employee is bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at the flexiplace site, and the applicable policy and guidance pertaining to flexiplace arrangements.

**Signatures and Dates:**

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rating Official

\_\_\_\_\_  
Date

\*\*\*\*\*

**PRIVACY ACT STATEMENT**

Section 6120 of Title 5 to the United States Code and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of an alternative workplace other than your regularly assigned location and will result in you not being approved for the employment arrangement specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

\*\*\*\*\*

**Distribution:**

- Original - Employee's OPF
- Copy to - Employee
  - Rating Official
  - Flexiplace Coordinator
  - Time Keeper

## Appendix D Annual Flexiplace Re-Certification

Employee's Name:	Rating Official's Name:									
<b>RE-CERTIFICATION</b> Type of Flexiplace: <input type="checkbox"/> Regular <input type="checkbox"/> Situational <input type="checkbox"/> Medical Regular - _____ days per week/pay period; Medical - _____ days/weeks/months; Situational _____ average hours or days per pay period.										
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.										
Hrs.	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
Start										
End										
Site										
<b>The following checklist assesses the employee's eligibility to continue flexiplace.</b>										
								Yes	No	
1. Is the employee's performance rating transmitted at this time Level 2 or higher?										
2. Has the employee's organizational configuration remained amenable to flexiplace (i.e., is the arrangement <u>not</u> burdensome to those who are at the duty station when the employee is on flexiplace)?										
3. Is the employee able to work without compromising sensitive information?										
4. Does the employee have access to equipment sufficient for his/her tasks/activities?										
	Re-certified:		Terminated. Reason:							
I have reviewed and discussed the re-certification criteria and decision with the employee.										
Reviewing Official's Signature							Date			
Employee's Signature							Date			

**Distribution:**

If re-certified:

- Original - Attach to the original Flexiplace Agreement in the employee's OPF
- Copy to - Employee
  - Rating Official
  - Flexiplace Coordinator

If terminated:

- Original - Employee

Copy to - Flexiplace Coordinator; NTEU (if bargaining unit employee)

## **Appendix E - Secretary Richardson's Memorandum**

March 15, 2000

### MEMORANDUM FOR ALL EMPLOYEES

FROM: BILL RICHARDSON

SUBJECT: Energy Flexiplace (DOE-Flex Program)

The United States is in an unprecedented era of growth and prosperity, thanks to the ingenuity and productivity of America's work force. Companies leading the way in the new economy have taken to heart this lesson: understanding and responding to workers' needs and concerns is the foundation for earning their trust and committed work effort. These are not just nice things to do; they make good business sense and show up in bottom line results that all organizations are seeking. Particularly in today's labor market, we are seeing vast differences in the make-up of family lifestyles and demands as well as the diversity of our country's workers. Employers cannot attract, retain and motivate an effective work force if they are not responsive to quality of worklife issues.

As a Department, we are among the leaders in implementing a variety of family friendly programs, including flexible work schedules, employee health and assistance, and family friendly leave. My goal is to become a model Federal agency in the use of Flexiplace. This goal is directly tied to and supportive of one of the Department's primary missions that is energy conservation. It also makes practical sense, because organizations that use Flexiplace have found that many types of work can be done productively away from the office setting. Finally, most employees of this Department have demonstrated that they will act responsibly in using the workplace flexibilities they are given to accomplish the public's business.

For all of the above reasons, it is my belief and policy that:

*People are the Department of Energy's most important resource, and we will develop, motivate, and support them in accomplishing our missions. Employees are more than just the jobs they do, and the Department is committed to helping them meet their responsibilities on the job, at home,*

*and in their communities. In doing so, the Department will establish flexible work arrangements that improve the quality of employees' work life and contribute to a cleaner environment and a safer, more productive workplace.*

In becoming a model employer regarding Flexiplace in the Federal sector, I am initiating the following actions:

**1. Implement a new Department of Energy Flexiplace Program (DOE-Flex) based on the best practices in Industry and Government**

I have asked Mr. David M. Klaus, Director of Management and Administration to coordinate the establishment of this new program and ensure that it is in place by March 31, 2000. DOE-Flex will provide greater opportunities for employees to request Flexiplace arrangements, and will feature:

- < issuance of a new departmental DOE-Flex Handbook to assist employees, supervisors, and managers to better understand when and how to utilize Flexiplace
- < written agreements between employees and their managers that spell out the responsibilities of both regarding measurable performance standards to be met, provision of supporting technology and work tools, establishment of an appropriate out-of-office work site, security and safeguarding of work materials, conditions under which DOE-Flex arrangements may be modified or discontinued, and so forth
- < identification of DOE-Flex Advisors at Headquarters and in every major DOE field office, to assist in program implementation and advise employees, supervisors, and managers
- < provision of training (including discussion of issues relating to security and safeguards) for supervisors, managers, and employees who are interested in using the DOE-Flex program
- < emphasis on use of DOE-Flex to allow employees to work away from the office on a temporary, short-term basis to complete discrete projects and work assignments
- < expanded use of technology to support Flexiplace
- < establishment of alternative work sites at the Germantown and

Forrestal facilities to allow Headquarters DOE employees to build some increased flexibility into their work lives.

My objective for the Department is to exceed the President's Management Council FY 2002 goal of 15 percent Federal-wide employee participation in Flexiplace programs. As interim goals, DOE organizations are challenged to have at least 5 percent of DOE employees taking advantage of Flexiplace by the end of FY 2000, and 10 percent by the end of FY 2001.

**2. Engage DOE Unions in discussions and/or negotiations about expanded use of Flexiplace**

Consistent with my recent guidance concerning Labor/Management partnership, I am asking unions and management around the Department to consider ways in which Flexiplace can be expanded, using the techniques of partnership and collective bargaining to generate ideas and strategies at local DOE work sites. Within Headquarters, we recently completed a successful pilot Flexiplace program developed in coordination with the National Treasury Employees Union. Overall, the pilot resulted in increased productivity and a decrease in sick leave usage without any loss of quality of work.

**3. Request Support of DOE Contractors and Laboratories**

I am asking DOE contractors and laboratories to make greater use of Flexiplace in carrying out their responsibilities and to report their plans and accomplishments in this regard to the Director of Management and Administration, starting on June 1, 2000.

**4. Secretarial Awards for best practices supporting Flexiplace**

I will establish a program of Secretarial Awards for DOE-Flex achievements. For this first year, we will be looking at plans and initial actions taken to expand use of Flexiplace by DOE employees and to meet our participation targets. The first awards ceremony will take place this fall, following issuance of guidelines and awards criteria.

It is my hope and expectation that the effect of these and future efforts will be to make the Department of Energy a model "employer of choice" whose enlightened policies support us in serving the American people more effectively. By listening to and working with our employees and their union representatives, I believe we will succeed.

This policy memorandum is a starting place and will be supplemented by

communications from me and others as we further develop this initiative. The Director of Management and Administration will take the lead in guiding and monitoring the overall effort, and he will be keeping me informed of our progress and opportunities for further program enhancements.

## Appendix F

### WORLD WIDE WEB Resources

The program office that is principally responsible for the issuance of this publication is the Office of Personnel Policy and Planning, Office of Human Resources Management. The author can be contacted at [bruce.murray@hq.doe.gov](mailto:bruce.murray@hq.doe.gov) or by calling (202) 586-3372.

Because each Departmental Element has different information systems, each Office of Chief Information Officer is responsible for providing access to local information from remote workplaces. In Headquarters, employees should contact their respective computer support staff. Information about remote access at Headquarters is available at <http://hqops.hr.doe.gov/lanops>. For information on accessing e-mail at Headquarters via the Internet at no cost to DOE, see <http://hqops.hr.doe.gov/emailserv/index.html>. For employees with disabilities that may need to be accommodated, information is available at <http://cio.doe.gov/assistive/>.

The Office of Personnel Management has several helpful resources available at <http://www.opm.gov/wrkfam/telecomm/telecomm.htm>. These and related materials are available through the Family-Friendly Workplace Advocacy Office.

The General Services Administration has helpful information available on the government's flexiplace/telecommuting program at <http://www.gsa.gov/pbs/owi/telecenters.htm> and <http://policyworks.gov/org/main/mp/library/policydocs/mworkplce.htm>.

The International Telework Association and Council (ITAC) provides conferences, training, and information on telecommuting. ITAC's web site is <http://www.telecommute.org>.

*“Telecommute, The magazine for today's flexible workplace”*. This magazine is available at [www.telecommutemagazine.com](http://www.telecommutemagazine.com).

A comprehensive list of resources is available at [www.gilgordon.com](http://www.gilgordon.com). Gil Gordon has been a consultant to DOE on the expansion of its program.

Another extensive list of resources, including books, magazines, Internet sites, and Associations, is available throughout the book *The Telecommuter's Advisor, Working in the Fast Lane* by June Langhoff and at <http://www.langhoff.com>.

Chapter 5 of *The Telecommuter's Handbook* by Brad and Deborah Schepp, titled “75 Jobs for Telecommuters,” provides a way to determine if an existing position would work in a telecommuting capacity and a rating scheme that shows how well suited a particular job may be for telecommuting.



## Appendix G

### TeleCenter Procedures

(Under Development)

## Appendix H

### Task/Activity Inventory Appropriate for Flexiplace

(1) **Bargaining Unit Employees in EM Headquarters:** The following wording is taken directly from the agreement between Headquarters and NTEU.

“ Work suitable for flexiplace depends on job content rather than job title, type of appointment, or work schedule. For example, telecommuting is feasible for work that requires thinking and writing – data analysis, reviewing grants or cases, writing decisions or reports; telephone intensive tasks – setting up a conference, obtaining information, following up on participants in a study; and for computer-oriented tasks – programming, data entry, and word processing. Work may not be suitable for Flexiplace if the employee needs to have:

Extensive face-to-face contact with supervisors, other employees, clients or the general public;

Access to material which is routinely required to accomplish assignments and cannot be removed from the official duty station;

Special facilities or equipment that are not available off-site. “

This wording, which is general guidance and is not limited to the activities listed, will govern discussions between rating officials and bargaining unit employees regarding bargaining unit employees' requests for flexiplace.

(2) *Non-bargaining unit employees in \_\_\_\_\_:*

(2A) *The following inventory of generic tasks and activities would be appropriate for non-bargaining unit employees participating in flexiplace:*

(Under development)

(2B) *The following inventory of tasks and activities applies to \_\_\_\_\_ and is appropriate for bargaining unit employees participating in flexiplace.*

(Under development)



## Appendix I

### Article 47 Flexiplace

#### Section 47.01

- A. Flexiplace is a work arrangement that permits an employee to work at home or at another approved work site away from his or her traditional work site. The parties are committed to maximizing the use of flexiplace so that employees have maximum flexibility without adversely affecting the agency's mission.
- B. Participants may be permitted to work at flexiplace work sites full days or a portion of a day. There is no limit to how the work schedule may be configured so long as the scheduling is neither disruptive to the work that remains in the office nor causes an unreasonable burden on those who choose not to work flexiplace.
- C. The parties recognize that the benefits of flexiplace include:
- Improving the quality of worklife and job performance and increasing productivity;
  - Improving morale and reducing stress by giving employees more options to balance work and family demands;
  - Decreasing traffic and parking congestion, energy consumption, and air pollution;
  - Providing services when the regular office is closed;
  - Extending employment opportunities to employees with disabilities, including employees who have partially recovered from work-related injuries who can do the job from an off-site location;
  - Potentially enhancing recruitment and promoting diversity by expanding the geographic recruitment pool.
- D. Unless specifically changed by the terms of this article, all other terms and conditions of employment as outlined elsewhere will remain the same for employees participating in the Flexiplace program.
- E. The parties recognize that in order for the Flexiplace program to be successful, supervisors will manage employees by results, e.g., evaluate employee success by their output, rather than process.



Section 47.02

- A. Employee participation is voluntary and subject to management approval. When considering an employee's request to work flexiplace, the supervisor should consider restructuring the employee's work to accommodate the request.
- B. To be considered for a flexiplace arrangement or to continue to work on a flexiplace arrangement, an employee must meet the following criteria:
1. The employee has been with the agency for one year.
  2. The employee has been in the first tier organization for more than six months.
  3. The employee's performance has not dropped below a Level 2.
  4. The employee has not received any disciplinary/adverse action in the last six months that would impact the integrity of the Flexiplace Program.
  5. The employee has suitable work to do on flexiplace. Work suitable for flexiplace depends on job content rather than job title, type of appointment, or work schedule. For example, telecommuting is feasible for work that requires thinking and writing – data analysis, reviewing grants or cases, writing decisions or reports; telephone intensive tasks – setting up a conference, obtaining information, following up on participants in a study; and for computer-oriented tasks – programming, data entry, and word processing. Work may not be suitable for Flexiplace if the employee needs to have:
    - Extensive face-to-face contact with supervisors, other employees, clients or the general public;
    - Access to material which is routinely required to accomplish assignments and cannot be removed from the official duty station;
    - Special facilities or equipment that are not available off-site.
- C. Employees may participate in flexiplace for medical reasons, or to care for a family member, as that term is defined in the glossary of this agreement. In addition to meeting the above conditions, the employer may require that medical documentation be provided in accordance with the procedures specified in Article 27, Section 27.03.D.

Section 47.03

- A. An employee requesting a flexiplace arrangement will develop a plan to submit to his or her supervisor that includes such information as the type of work to be done at the flexiplace site, the

days to be worked at the flexiplace site, etc. The employee and the supervisor will work together to make any necessary adjustments to the plan before it is finalized. The employee's plan will be approved if he/she has sufficient work to do at the alternate site, and it does not conflict with a mission necessity or training.

- B. The Employer will approve or deny the employee's request within 5 days of submission. Once approved, the employee and the supervisor will enter into a Flexiplace Work Agreement that incorporates the employee's work plan.
- C. Any time an employee believes he or she needs to permanently or temporarily return to work in the office, the employee will normally provide management with thirty (30) calendar days notice of the needed change, except in emergency situations.
- D. Employer decisions regarding Flexiplace may be appealed by filing a "Step One" grievance in accordance with Article 11, Section 11.09. If the matter is not resolved at Step One, the matter *may* be appealed to arbitration, in accordance with the provisions of Article 12. The arbitrator, after hearing the case, will issue a bench decision.

#### Section 47.04

- A: Flexiplace home work sites require adequate work space (a room or a portion of a room which is adequate for the performance of official duties), light, basic residential telephone service, power, adequate environmental conditions, smoke alarms, and adequate security. The Employer will not pay for any of these requirements.
- B: The employee will be available at the assigned alternate site unless on pre-approved leave or lunch, or if he/she has given the manager prior notice and has received permission to modify the work day. The supervisor and the employee will work out appropriate protocols to ensure employee availability. For purposes of timekeeping, employees participating in the flexiplace pilot program will provide appropriate information necessary to accurately document their time and hours worked.
- C. The Employer is not responsible for paying any extra costs the employee may incur for working at home, e.g., adding an additional telephone line.
- D. Employees will comply with all required security measures and disclosure provisions so that at no time are security or Privacy Act requirements compromised.
- E. Employees will comply with applicable government regulations governing information management and electronic security procedures for safeguarding data and data bases.
- F. To ensure that Information Systems and sensitive information procedures are in place at the alternate work sites, the Employer may inspect the employee's work site with twenty-four (24) hours notice to the employee. The notice will include the date and approximate time of arrival, the

number of management officials coming to the site, the estimated duration of the inspection and other appropriate information. The employee may arrange for an NTEU representative to accompany the manager to the inspection.

- G. Employees must notify their supervisor of any accident or injury which occurs at the alternate work place during the course of the scheduled work period and complete the necessary paperwork.

#### Section 47.05

- A. The equipment necessary to work at the alternate site must be available. To the extent feasible, the first tier organization will provide the employee equipment from available surplus, including equipment which can be made available from the surplus of other first tiers, although it is not under any obligation to purchase equipment for this purpose or to deny it to others who may need it. Should the first tier be unable to provide the equipment from its available supply, the employee will have to provide it through his/her own means. The Department of Energy retains ownership and control of any and all hardware, software, telecommunications equipment and data placed in the alternative work site by the government. This equipment is to be used for official business only.
- B. Employees will protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, or other unauthorized use.