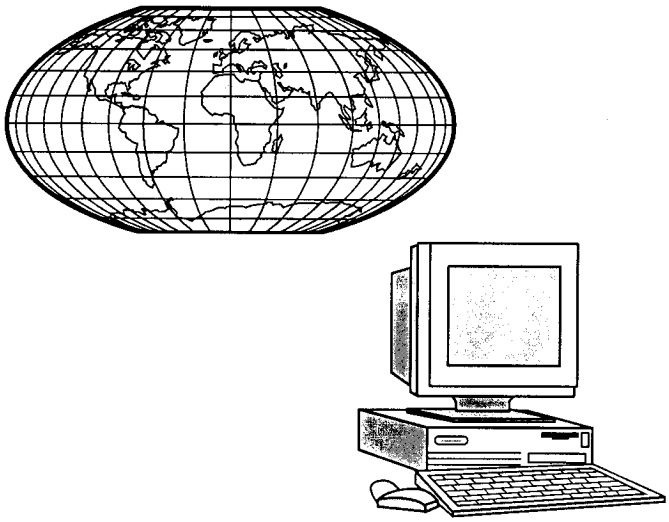
DEPARTMENT OF ENERGY

OAK RIDGE OPERATIONS OFFICE

FLEXIPLACE PROGRAM



January 2001

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INTRODUCTION

The Oak Ridge Operations Office (ORO) is committed to supporting its employees in their accomplishment of the business of the Agency while recognizing the need to balance the pressures of professional, personal, health, and family concerns. In support of the Department of Energy's (DOE) Flex program while continuing to support the DOE missions and commitments to the public at large, ORO is implementing an expanded telecommuting program under a 1 year pilot. Employee participation is voluntary, subject to management approval, and applicable provisions of the labor management agreement.

FLEXIPLACE PROGRAM

Flexiplace is 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 a DOE facility will now spend some portion of that work week working from home or elsewhere off site during normal working hours. DOE has coined the term "**DOE-Flex**" as the name of its flexiplace program. These terms are to be 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."

Flexiplace is a management option rather than an employee benefit or entitlement and does not change the terms and conditions of an employee's appointment. It 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.

Types of Flexiplace Arrangements

The Program encompasses three types of Flexiplace arrangements:

(1) **Regular**; i.e., recurring 1 to 3 days per pay period–
This arrangement allows telecommuters to work a combination of hours at their official duty stations and at alternate locations

(2) **Situational**; i.e., project-oriented–
This arrangement allows telecommuters to work off-site for brief periods of time to complete short-term projects. This arrangement may be for more than 1 to 3 days a pay period while completing the project and is not intended for a long period of time.

(3) **Medical**–
This arrangement can be used to allow telecommuters with medical disabilities or other medical conditions to work a combination of hours at their official duty stations and at alternate locations on a temporary or permanent basis. This arrangement is intended to accommodate telecommuters with medical conditions and would not apply to medical conditions of family members or other individuals. The supervisor may limit the number of hours to be worked based on the physician's statement. Employees requesting telecommuting for medical reasons are required to submit medical documentation.

Coverage

All employees are eligible to request participation in any of the Flexiplace arrangements. The supervisor will be responsible for determining whether or not the duties identified lend themselves to be performed on a flexiplace arrangement.

Any employee may request to participate in the Program. However, the needs of the organization or the nature of the employee's work; e.g., working with classified information, maintaining DOE facilities, need to be in the office for face-to-face meetings, provide front-line customer service, to utilize office resources, may limit or be reason for termination of the employee's participation in any type of Flexiplace Program arrangement.

IMPLEMENTING DOE-FLEX

Responsibilities

1. Program Coordinator Position - DOE-Flex Advisor

   A. Initiate and maintain local programs, including program coordination,
   B. Issue local guidance,
   C. Ensure any needed training is provided, and
   D. Maintain records on all applicants and participants.

2. Supervisors/Managers

   A. Identify those positions that contain work assignments that can be accomplished at an alternative workplace;
   B. Approve or recommend approval/disapproval of the employee's participation;
   C. Complete flexiplace agreements and re-certify them at least semi-annually if for more than 6 months duration;
   D. Amend the employee's position description, if needed;
   E. Verify that the participant has obtained the resources needed to work at an alternate workplace;
   F. Communicate specific work assignments and performance expectations;
   G. Maintain records of employee performance, work accomplishments, and quality of work;
   H. Certify the employee's time and attendance at the alternative workplace, along with spot-checking during agreed-upon hours of work, if there is an indication of abuse of work schedule hours;
   I. Administer leave;
   J. Inspect employees' workplaces after reasonable notification, if warranted;
   K. Equitably distribute work at the office and the various flexiplace sites to ensure that those who do not participate in flexiplace are not unduly burdened;
   L. Notify the ORO Computer Protection Program Manager, as appropriate, of the sensitivity of information to be processed at the alternate workplace or transmitted over a network;
   M. Identify with the flexiplace participant when and how the participant will be accessible; and
   N. Seek assistance from the DOE-Flex Advisor when needed.

3. Employees

   A. Initiate discussion and application for flexiplace with supervisors;
   B. Identify appropriate job tasks/assignments (ensuring that no classified information is involved);
   C. Identify accountability/measurement tools, time to complete tasks/assignments, etc;
   D. Identify and ensure resources are available or accessible;
   E. Prepare all flexiplace paperwork;
   F. Ensure equipment is obtained in order to be accessible;
   G. Be accessible during agreed-upon hours of work;
   H. Report time for agreed upon hours of work;
   I. Ensure that the alternate work site conditions do not distract from completion of duties in a timely manner;
   J. Ensure that appropriate safeguards exist to protect DOE equipment and information;
   K. Comply with applicable government regulations governing information management and electronic security procedures for safeguarding data and data bases;
   L. Comply with all required security measures and disclosures provisions so that at no time are security or Privacy Act requirements compromised;
   M. Ensure DOE equipment and supplies are returned when no longer participating in Flexiplace;
   N. Notify the Information Resources Management Division, ORO, to terminate additional telephone line assistance (additional line provided for medical flexiplace only)
   O. Ensure that the alternative workplace is free from distractions and hazards;
   P. Notify their supervisor of any accident or injury which occurs at the alternate work place during the course of the scheduled work period;
   Q. Provide required documentation from a physician when applying for Medical flexiplace; and
   R. Seek assistance from the DOE-Flex Advisor when needed

4. Local Union Officials will participate in program development for bargaining unit employees.

Requirements and Procedures

Flexiplace Application and Agreement: A flexiplace application and agreement, such as the samples at Appendices A and B, are to be completed for both medical and non-medical work situations that, at a minimum, are expected to last for more than 3 days. Ideally, a comprehensive agreement should be completed for all flexiplace work situations, but, because of the urgency of a project or a personal situation, this may not be practical. In these instances a short-term agreement is provided for use at Appendix C to meet the need of an unanticipated or urgent situation.

Agreements may be for continuous regular and recurring periods, such as one day per pay period; for intermittent situations, such as the completion of a specific project; or for medical situations. The employee will prepare a new agreement when there is a significant change in the assignment. If there is any other change to the agreement, then an amendment or addendum is to be prepared by the employee and signed by the approving official.

Duration of a Flexiplace Agreement: The duration of a flexiplace agreement depends on the type of flexiplace arrangement:

Regular flexiplace agreements are expected to continue until terminated under the procedures of this handbook. Agreements may be for any period of time, but are to be reviewed and re-certified at least semi-annually (a sample re-certification is at Appendix D). When an agreement is the first one for either or both the supervisor and employee, it may be best to establish the agreement for a trial period of up to 90 days to ensure that the parties are comfortable with the arrangement. It may be terminated by management or when an employee requests that it be terminated.

Situational flexiplace arrangements are by definition of a relatively short duration, corresponding to the specific assignment directed by the supervisor. For example, if the employee were directed to work on an assignment over a two-day period, the duration of the situational arrangement would be two days.

Medical flexiplace agreement will correspond to the duration of the medical situation, as supported by adequate medical documentation, that prompted the original request for flexiplace.

Approval/Disapproval of a Flexiplace Agreement: Agreements will be recommended at the lowest supervisory level. However, to help ensure effective resource management and operational readiness, agreements are to be approved/disapproved by the employee's Assistant Manager, ORO, or equivalent.

Agreements for the Public Affairs Office and the Diversity Programs and Employee Concerns office, will be approved/disapproved by the Deputy Manager, ORO.

Reasons for Modifying or Terminating a Flexiplace Agreement:

- When the participant is reassigned to a different organization outside of the current Division,
- When the participant is reassigned to a different position,
- When there is a change in the organization's mission or staffing level,
- When the participant's or organization's productivity is diminished in quantity and/or quality,
- When products are not completed within agreed-upon time frames (assuming that the delays are within the participant's control),
- When assigned tasks change,
- If the participant fails to communicate readily with the supervisor or co-workers resulting in ineffective team productivity,
- If the participant is repeatedly not accessible by telephone or e-mail during a mutually agreed-upon work schedule, or other similar reasons.
- It is determined that sensitive or classified information is at an unacceptable risk.

In cases where there are performance or conduct problems, the supervisor will attempt to find the causes of, and solutions for, the problems, in consultation with the employee, before terminating an agreement. However, if the problem continues, the flexiplace arrangement will be terminated.

Supervisors will give one week notice that an agreement is being terminated. Participants will be permitted to terminate at any time and are to give one week notice of their desire to terminate the agreement.

Positions and Employees to be Considered: Work suitable for flexiplace depends on job content, rather than job title or type of appointment.

Job duties or tasks that are usually appropriate for selection include tasks that:

- can be measured, tracked, or monitored, e.g., data or word processing, computer programming, telephone calling;
- involve casework or research;
- are project-oriented; i.e., result in specific work products, e.g., data analysis, proposal reviews, literature reviews, or written reports.

Job duties or tasks that are usually not appropriate for this program are those that:

- involve classified information;
- involve extensive unplanned face-to-face contacts in the official duty station;
- require access to materials that cannot be removed or are difficult to remove; or
- involve special equipment or working in unique facilities.

Employees whose positions involve classified information should be approved for flexiplace participation only to the extent that the flexiplace tasks or activities do not involve the handling of classified material.

Because the participant will be away from the immediate office for specific periods during the pay period, it is important for the employee to identify tasks and activities, or clusters of tasks and activities, that will continuously occupy all the hours of the flexiplace arrangement, even if other aspects of the participant's position are not suited to flexiplace.

Employees to be considered are those who have:

- a performance rating of at least Meet Expectations,
- not had a disciplinary/adverse action in last 12 months, and
- been in their current position for 12 months, for Regular/recurring flexiplace arrangement.

Employees who generally should not be considered are those:

- on a temporary appointment not to exceed one year,
- who are dependent on resources that cannot be accessed from a remote location, and
- who work entirely with classified information.

Flexiplace is not a substitute for child and other needed dependent care arrangements.

Change in a Supervisor or Position: A change in supervision is not an automatic basis for terminating an existing agreement. If the new supervisor has not received training on the program, then the training should occur as soon as possible. In the event the new supervisor is not comfortable with the arrangement, for reasons consistent with this policy, after a reasonable period of time, then the supervisor may terminate the agreement. A new supervisor may re-certify an existing agreement.

A significant change in a participant's duties warrants a review of an existing agreement. In the event that the work assignments that are to be performed at an alternative workplace are affected, then an existing agreement should be amended or a new one prepared.

Performance Standards and Ratings: Employees are to develop with the Supervisor's approval methods for evaluating work performed at the alternative workplace. This should include progress reporting and/or other procedures to facilitate employee-supervisor communication. As provided by Section 4302 (a) (2) of title 5, U.S.C., employee participation in developing performance standards is encouraged. Supervisors and participants are to discuss tasks and expectations and are to ensure tasks and expectations are clearly defined.

Critical elements and performance standards for participants should generally be the same as standards for similar work performed by non-participants, with adjustments for unique circumstances encountered when working at alternative workplaces.

Generally, evaluations of job performance for participants should be based on existing standards and expectations. In order to evaluate a participant's job performance and certify time and attendance, clearly defined work assignments and expectations are to be established.

Work performance should be evaluated according to:

- Quantity and quality expectations,
- Periodic progress reports, and
- Other appropriate measures.

If the supervisor or the participant 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.

Work Schedules, Pay, and Travel Issues: Participants are to work locally-approved work schedules. The supervisor and participant will agree on the days and times that the employee will work in the main office and at the alternative workplace. Having the participant work the same hours as he/she would if at the office allows him/her to be in contact more easily with the supervisor, customers and colleagues. The Program will adhere to the GAO guidelines which require agencies with employees working at alternative workplaces to provide reasonable assurance that they are working when scheduled. Such assurance can be achieved by supervisor determination of the reasonableness of work output for the time spent or by occasional supervisor telephone calls or visits during the employee's scheduled work hours at the alternative workplace. The technique of determining reasonableness of work output for the time spent is consistent with managing by results and is recommended by experts for use with DOE-Flex.

Existing rules in title 5, U.S.C. on premium pay, hours of duty, and scheduling work apply to DOE-Flex just as they do for non-participants. Non-exempt participants are covered by the overtime provisions of the Fair Labor Standards Act (FLSA). Pay and travel entitlements are based on the official duty station of the participant.

With respect to leave, dismissals, and emergency closings, the current rules and procedures for leave administration apply to participants. The alternative workplace may be unaffected by emergencies that lead to closing and dismissals at the main office or such closings could adversely impact having support staff available to assist the participant at the alternative workplace or access to a network. As may happen with different offices in the same area, some may be affected by the emergency and others not. The principle is the same for alternative workplaces as it is for main offices - if work can proceed at a particular workplace, then employees at that site should not be excused from duty just because other employees elsewhere have been dismissed or excused from reporting. If only the alternative workplace is affected, then the supervisor should have the participant report to the main office, grant an excused absence; i.e., administrative leave, or require the participant to take leave, as deemed appropriate. (Note: Telecommuting does not afford the employee any additional rights or privileges to excused absence; i.e., administrative leave.)

For work-related reasons, a participant may need to report to the office or work site for all or part of a flexiplace workday. When a participant is directed into the office or work site on a day, or part of a day, ordinarily scheduled for flexiplace, he/she should <u>not</u> expect to be permitted to work (an)other day on flexiplace.

In either of the above situations, the participant and supervisor may agree to 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 scheduled flexiplace day. If possible, the participant should be permitted to return to the flexiplace site for the remainder of the flexiplace schedule not affected by the event requiring the participant's presence.

<u>Home Office Issues</u>: With the exception of flexiplace situations approved to accommodate employees with medical issues, the cost of computing equipment, computing software, and telecommunications facilities will normally be the responsibility of the participant. ORO will continue to support approved medical participants as resources are available.

The opportunity to participate in the DOE-Flex is offered with the understanding that it is the responsibility of the participant to make necessary arrangements for dependent care that is needed during agreed-upon hours of work. DOE-Flex is not be used as a substitute for providing regular, recurring child or other dependent care arrangements.

Participants in DOE-Flex who work at home should designate a work space in their homes for the specific reason of performing official duties. The area should be free from repetitive distractions that might adversely affect a participant's performance. It should accommodate appropriate equipment needed, e.g., desk, chair, computer, answering machine, telephone line, electrical outlets, and lighting. At a minimum, participants are to be able to easily communicate by telephone with their supervisors.

Alternative workplaces should be safe and must be free of hazardous materials. 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. Participants are responsible for complying with safety standards, building codes, and security requirements.

If a participant is injured while working at the alternative workplace during approved working hours, the participant should at once inform his/her supervisor of the injury. Such incidents are to be treated 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.

Although the Occupational Safety and Health Administration (OSHA) at this time does **not** require employers to conduct safety inspections in homes, participants are required to permit home inspections by their organizations during the participant's normal working hours, when given 24 hours prior notification and when there is indication that DOE property is at risk. The inspections are designed to ensure proper use, maintenance, and accountability of DOE-owned property and that information is being protected. When an employee is suspected of a security infraction\violation, an inspection may be unannounced during the employee's scheduled hours of work. If the employee is involved in a security incident, security staff to perform mitigating activities must be provided access to the alternate workplace at any time and without prior notice to perform these activities.

Records Produced at an Alternate Workplace: All records that pertain to DOE business that are created or received by the participant at an alternative workplace belong to DOE 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 DOE records disposition directives. Classified material shall not be handled at any flexiplace site nor shall it be removed from the participant's office or official duty station work site to any flexiplace site.

Property and Security Issues: DOE installed equipment and software are to be treated as if it were in the main office in accordance with the Federal CIO Council's guidance titled "Limited Personal Use of Government Office Equipment Including Information Technology," and applicable Departmental guidance.

DOE equipment and records must be protected from access by unauthorized individuals and destruction of records by viruses. Personal identification, passwords, access codes, etc., are 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 are to be taken. Participants should notify their supervisors immediately following a malfunction of DOE-owned equipment. The Department is responsible for the maintenance, repair, and replacement of DOE equipment; however, if DOE 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 the main office if work-dependent equipment repairs are extensive and adversely affect their ability to accomplish work assignments. Once an arrangement is terminated, the employee is responsible for returning any DOE equipment and office supplies within 3 workdays.

Appendix A

ORO FLEXIPLACE APPLICATION

Type of Flexiplace Request (check box(es))	Medical		Regular		Situational	

Regular - 1 to 3 days per pay period
Medical - Attach medical documentation

START: _____ **END:** _____

SECTION 1
(To Be Completed By Employee)

Employee Information		**Supervisor Information**	
Name		Name	
Title, Series, Grade		Title	
Routing Symbol		Telephone	
Telephone			
Office Location			

SECTION 2
(To Be Completed By Employee)

a. Employee has a copy of the ORO Flexiplace Guide.	
b. Tasks and activities to be performed on flexiplace are summarized (Attachment A-1).	
c. Briefly describe how you meet the criteria for participation.	
d. Flexiplace work schedule including times, days, and location for each day of the pay period is completed (Attachment A-2)	
e. Briefly describe the conduciveness of the alternative workplace for DOE-Flex, including office space, equipment, etc.	
f. The following equipment, software and supplies will be needed and supplied by the employee:	

SECTION 3 (To Be Completed By The Supervisor)		
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. Will sensitive information be processed or transmitted in clear text over networks?	yes -	no -
e. Was the most recent performance rating below Meets Expectations?	yes -	no -
f. 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 supervisor should explain, in writing, any **YES** answers:		

SECTION 4 **Action on Application** (To Be Completed By Supervisor and Approving Official)	
Supervisor: Approval recommended: _____	
If approval is not recommended, reason(s):	
Signature:	**Date:**
Approving Official: Approval granted: _____	
If approval is not granted, reason(s):	
Signature:	**Date:**
Distribution w/attachments If approved: Original - Attach to the original flexiplace agreement Copy to - Employee's supervisor - DOE-Flex Advisor	If disapproved: Original - Employee Copy to - Employee's supervisor - DOE-Flex Advisor

A-1 - Identification of Tasks/Duties and Deliverables

Employee's Name:

Tasks /Activities to be performed while on Flexiplace and Specific Deliverables:

Tasks/activities:

Specific Deliverable:

Percentage of duty time spent on these tasks/activities:_____

Tasks/Activities:

Specific Deliverable:

Percentage of duty time spent on these tasks/activities:_____

Tasks/Activities:

Specific Deliverable:

Percentage of duty time spent on these task/activities: _____

Tasks/Activities:

Specific Deliverable:

Percentage of duty time spent on these task/activities: _____

Add more copies of A-1 if necessary.
OR
Special Projects and/or supplementary activities:

A-2 - Flexiplace Work Schedule Request

Work schedule (official tour of duty) while participating in flexiplace is (be sure to include at least a 30 minute lunch break for those days at the flexiplace site):

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

Appendix B - Flexiplace Agreement

Introduction: This is an employment agreement between the _____*(organization)*_____ Department of Energy ("Department") and its employee, _____*(employee's name)*_____ ("you" or "your") for the purpose of specifying the terms and conditions under which you will work at the alternate workplace, specified below, a site other than your regularly assigned office location, the duty station specified below. This flexiplace arrangement is not an employee entitlement, does not change the terms and conditions of your appointment, is not a substitute for child or other dependent care arrangements, nor are you assured that this work option will continue indefinitely. This arrangement is intended to be an additional method the Department utilizes to accomplish work.

Type of Arrangement: ___ Regular ___ Situational ___ Medical (*Mark the appropriate type*(s))

Effective Date, Termination, and Duration: This agreement is effective _____*(date)*_____ This agreement is on a trial basis for up ___(90 days)___, but may be extended beyond that date, or if in effect indefinitely for a regular/recurring arrangement, upon re-certification at least semi-annually from the effective date. You may terminate this agreement at any time from the effective date by giving your supervisor notice and returning to your duty station. To ensure that you are properly accommodated at your duty station, you should provide at least 1 week notice of your desire to terminate this agreement. Management has the right to terminate or modify this agreement in accordance with the Flexiplace guide. Management is to give 1 week notice of intent to terminate the agreement.

Duty Station: Your duty station is _____*(organization's address)*_____

Alternate Workplace: Your alternate workplace is _____*(home address or telecenter address)*_____

Applicable Policy and Guidelines: The following policies, manuals, or guidelines apply: *(specify all that apply including the "ORO Handbook on DOE-Flex", DOE and ORO security directives, and the Privacy Act-5 U.S.C. 552a)*

Management's Rights: Management has the right to modify this agreement at any time or alter your agreed-upon work schedule at any time when your supervisor determines that you are needed at your duty station due to work demands, attendance at a meeting(s) or training session(s), or other business reason.

Your Responsibilities: You will perform those work assignments agreed to with your supervisor in the time frame discussed, to the extent that you have control over the completion of those assignments. You will ensure that you have appropriate resources available, or access to them, to perform those assignments at the alternate workplace. You will be reasonably accessible during agreed-upon hours of work (see the attached work schedule). You will safeguard DOE equipment and records and use such equipment and records for official business. You will also safeguard, service, and maintain your equipment, if any, used to perform your work at the alternate workplace. If your alternate workplace is your home, you will maintain it in a reasonably safe condition. You will keep your alternative workplace hazard-free and normally free from distractions. You are bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at your alternate workplace.

Time and Attendance: Your time keeper will be provided a copy of your work schedule. Normal rules and procedures apply for authorizing, approving, earning, and using leave, overtime, compensatory time, time-off awards, etc. (Note: employees will not be allowed to earn credit time when telecommuting). Your time and attendance must be reported to your time keeper and certified by your certifying official so that there is an accounting for all hours included in your agreed-upon work schedule. Your time and attendance will be reported as though you are at your duty station; however, administrative dismissals are based only on the workplace affected by the dismissal. You will obtain approval in advance for any schedule change, including work that entitles you to overtime compensation, training, and leave, except for unexpected leave situations.

Pay, Leave, and Travel: Your pay, leave, and travel entitlements are based on your duty station. This flexiplace arrangement is not a basis for changing your salary and benefits.

Resources Provided: With the exception of flexiplace situations approved to accommodate employees with medical issues, the cost of computing equipment, computing software, and telecommunications facilities will normally be the responsibility of the employee participant. ORO will continue to support approved medical participants as resources are available. If you have any problem with Department-supplied equipment or software, call the Information Resources Management Division, ORO, and inform your supervisor. If you utilize a laptop computer on an "as-needed" basis, you are to follow your organization's office procedures for checking it out and returning it promptly when finished. If you provide any resources, you do so at your expense, unless specifically authorized herein or otherwise in writing. Upon termination of this flexiplace arrangement, you must return all Department-supplied resources within three work days, unless the Department arranges to pick them up.

Performance: Your performance will be evaluated based on the quantity and quality of the work products, the progress on your assignments that you report, and any other appropriate measures, such as timeliness, responsiveness to customer needs, accessibility, etc., that your supervisor has communicated to you.

Expenses: You are authorized to incur the following expenses without any further prior approval:

___ Work related long distance calls when you use the assigned calling card
___ Other ___ *(describe)* _____

You may be reimbursed for authorized expenses. To get reimbursed, you must submit an SF-1164, Claim for Reimbursement for Expenditures on Official Business, with a copy of your expenses, through your supervisor. The Department will normally not be responsible for any additional operating costs, such as home maintenance, insurance, or utilities, that are associated with your using your home as the alternate workplace.

Liability: You assume full responsibility for any damage to your personal or real property that may occur as a result of your working at your alternative workplace, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. If you are injured during your authorized hours of work while performing job duties at your alternative workplace, you are covered by the Government's workers' compensation program. You must notify your supervisor immediately of any accident or injury that occurs at the alternate workplace and complete any required forms. The Department may investigate such a report immediately.

Inspections: You are subject to a physical inspection of your workplace, equipment, and records during normal working hours, upon reasonable notice, normally at least 24 hours in advance. If you are suspected of a security violation, an inspection may be unannounced, but during normal working hours.

Effect or Failure to Fulfill the Terms of this Agreement: This agreement will be terminated if you fail to fulfill its, or any amendment to its, terms. 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 your security clearance, if appropriate.

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. In the event of such changes, I agree that this agreement will be subject to them.

_____ _____
Employee Date

_____ _____
Supervisor Date

_____ _____
Approving Official Date

Attachment:
Application

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. The information you submit in this agreement is protected by the Privacy Act in DOE-1, Personnel and General Employment Records. 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.

Distribution:
Original - PMAB Official Telecommuting File
Copy to - Employee and Employee's Supervisor
- DOE-Flex Advisor
- Time Keeper

Appendix C - One-Time Situational Flexiplace Agreement

Introduction: This is an employment agreement between the *(Organization)* Department of Energy ("Department") and its employee, *(Employee Name)* ("you" or "your") for the purpose of specifying the terms and conditions under which you will work at the alternate workplace, specified below, a site other than your regularly assigned office location.

Dates or Duration and Assignment: This agreement will be in effect *(date from/to or number of days)* in order to complete the following assignment(s):

Alternate Workplace: Your alternate workplace is *(specify your home or telecenter)* and you can be contacted at the following phone number:

Work Schedule: Your work schedule will be: *(specify the hours that employee will work and be accessible to the supervisor)*

Resources: You are expected to use *(your own equipment or a loaned laptop from the office)* to accomplish your assignment(s). You are not authorized to incur any costs associated with connecting to the local LAN in order to communicate with your office and/or accomplish your assignment(s).

Your Responsibilities: You will perform the work assignment(s) specified herein in the time frame specified, to the extent that you have control over the completion of the assignment(s). You will ensure that you have appropriate resources available, or access to them, to perform the assignment(s) at the alternate workplace. You will be reasonably accessible during agreed-upon hours of work. You will safeguard DOE equipment and records and use such equipment and records for official business. You will also safeguard, service, and maintain your equipment, if any, used to perform your work at the alternate workplace. If your alternate workplace is your home, you will maintain it in a reasonably safe condition. You will keep your alternative workplace hazard-free and normally free from distractions. You are bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at your alternate workplace, and the applicable policy and guidance pertaining to flexiplace arrangements.

Signatures and Dates

Employee	Date
Supervisor	Date
Reviewing 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. The information you submit in this agreement is protected by the Privacy Act in DOE-1, Personnel and General Employment Records. 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.

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- Copy to - Employee and Employee's Supervisor
  - DOE-Flex Advisor
  - Time Keeper

Appendix D - Semi-Annual Re-Certification

Employee's Name:	Supervisor's Name:

RE-CERTIFICATION -- at least every 6 months
Type of Flexiplace:[ ] Regular [ ] Situational [ ] Medical
Regular - 1 to 3 days per pay period; Medical - will need physician statement.

For regularly scheduled and long term medical 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 at least a ½ hour unpaid lunch period for each work day.

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

The following checklist is designed to help you assess an employee's eligibility to continue in the DOE-Flex.

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

	Re-certification Approved		Re-certification Disapproved. Attach Reason

I have reviewed and discussed the re-certification criteria and decision with the employee.

Supervisor's Signature	Date
Employee's Signature	Date

Distribution:
If approved:
Original - Attach to the original Flexiplace Agreement in the PMAB Telecommuting File
Copy to - Employee
- Supervisor
- Time Keeper
- DOE-Flex Advisor

If disapproved:
Original - Employee
Copy to - DOE-Flex Advisor

Appendix E - Answers to Frequently Asked Questions

U.S. Office of Personnel Management

Telecommuting

Question -- Who is responsible for approving an employee's request to telecommute?

Answer -- Each Federal Agency sets up its own approval process, but generally the immediate supervisor must agree to a specific employee's request.

Question- What role do unions play?

Answer -- Agencies are strongly encouraged to develop their telecommuting programs in partnership with their unions and other stakeholders. Telecommuting affects conditions of employment and agencies must consult and negotiate with unions, as appropriate, regarding telecommuting programs.

Question -- Does an employee have a right to telecommute? Could an employee be forced to work at home?

Answer – No, to both questions. Subject to any applicable union agreement, management decides whether the employee can work off-site, depending on the nature of the position and the characteristics of the employee. Management has the right to end an employee's use of the telecommuting option if, for example, the employee's performance declines or if the arrangement no longer meets the organization's needs.

Question -- Can telecommuting help an employee with child or other dependent care needs?

Answer -- Telecommuting can provide valuable assistance with dependent care. Time saved commuting to work can be spent with family members. For example, a parent may need less after school care for a school age child, or an adult child may have time to take an aging parent to the doctor. However, employees should not be caring for children when they are working at home.

Question -- Won't the employee's work suffer without direct, onsite supervision?

Answer -- The opposite is more often the case, partly because the employee working at home has fewer interruptions and distractions and partly because the individual has a strong incentive to demonstrate the value of working at home.

Appendix E - Answers to Frequently Asked Questions (Continued)

Question -- How can the supervisor monitor work performance when the employee is not physically present?

Answer -- Managers can measure what the employee produces by examining the product or results of the employee's efforts. It is also helpful to use project schedules, key milestones, regular status reports, and team reviews. Supervisors may call employees who are working at home.

Question -- Can telecommuters follow an alternative work schedule?

Answer -- Yes. In fact, telecommuting work schedules should be sufficiently flexible to permit periodic work schedule adjustments. Initial telecommuting schedules may require trial and error adjustments to determine the optimal schedule to meet the needs of the employee and the organization

Question -- What about the impact on the office when some employees are working at an alternative worksite?

Answer -- Certain guidelines must be established to minimize adverse impact on other staff members before employees begin to work at alternative worksites. The overall interests of the office must take precedence over working at alternative sites. A supervisor may require an employee to work at the main worksite on a day scheduled for an alternative worksite if the needs of the office so require. Telecommuting should not put a burden on staff remaining in the office. An equitable distribution of work load should be maintained, and methods should be instituted to ensure that main office employees are not saddled with the telecommuter's responsibilities

Question - What equipment will the employee need at the home based worksite and who will provide it?

Answer -- The needed equipment and who will provide it will vary by situation. Generally speaking, organizations are not required to provide equipment at home based worksites. Each agency must establish its own policies on the provision and installation of equipment.

Question -- Do all telecommuters work with high-tech equipment?

Answer -- No. While technology can be very helpful to most telecommuters, a simple telephone may suffice for many.

Question -- Who is responsible for maintaining and servicing Government or privately owned equipment used at the alternative worksite?

Answer -- Generally, the Government will be responsible for the service and maintenance of Government-owned equipment. Telecommuters using their own equipment are responsible for its service and maintenance.

Appendix E - Answers to Frequently Asked Questions (Continued)

Question -- Who pays for any increase in home utility expenses incurred by employees as a result of telecommuting?

Answer -- Work-at-home arrangements may increase an employee's home utility costs. Balanced against these increases are potential savings to the employee resulting from reduced commuting, child care (during the period the employee would otherwise be commuting to and from work), meals, and clothing expenses. Potential cost and savings to the employee and the Government cannot be viewed in isolation from each other. An agency may not use appropriated funds to pay for items of personal expenses unless there is specific statutory authority.

Question -- Are business phone calls made from the home reimbursable?

Answer -- An employee may be reimbursed for business related long distance phone calls over the employee§s personal phone. GSA regulations (41 CFR 101.7) provide for reimbursement on SF 1164 for telephone calls approved by the supervisor. Agencies may also provide employees with Government telephone credit cards.

Question -- Who is liable for work related injuries and/or damages at the alternative worksite?

Answer -- The Federal Government. Government employees suffering from work related injuries and/or damages at the alternative worksite are covered under the Military Personnel and Civilian Employees Claims Act, the Federal Tort Claims Act, or the Federal Employees Compensation Act (workers' compensation).

Appendix F - Personnel Policies and Procedures

U.S. Office of Personnel Management

Telecommuting

The following personnel issues should be addressed when implementing a plan.

Official Duty Station: It is recommended that agencies designate the telecommuter's main office as the official duty station for such purposes as special salary rates, locality pay adjustments, and travel. This is likely to be the simplest and most economical approach; however, agencies may make their own determinations.

Hours of Duty: The existing rules on hours of duty apply to telecommuting employees. Management determines the employee's work schedule consistent with the requirements of the work group and provisions of applicable bargaining agreements. Agencies may approve alternative work schedules for telecommuting employees.

***Pay and Leave*:** Existing rules on pay and leave administration apply to telecommuting employees. Special provisions on overtime pay and night pay for employees on alternative work schedules may make it easier for telecommuting employees to work at the times they are most productive.

***Overtime*:** The existing rules on overtime under title 5, United States Code, and the Fair Labor Standards Act (FLSA) apply to telecommuting employees. Supervisors should make sure that telecommuting employees work overtime only with advance approval.

***Certification and Control of Time and Attendance*:** Supervisors must report time and attendance to ensure that telecommuting employees are paid for work performed and that absences from scheduled tours of duty are accounted for. The General Accounting Office (GAO) requires agencies with employees working at remote sites to provide reasonable assurance that the employees are working when scheduled, for example, by determining the reasonableness of the work output for the time spent or by having the supervisor make occasional telephone calls or visits during the employee's scheduled work time. (See title 6 of GAO's Policy and Procedures Manual for the Guidance to Federal Agencies.)

***Position Descriptions and Performance Standards*:** Telecommuting will seldom require major changes in position descriptions but may affect factors such as supervisory controls or work environment. Performance standards for telecommuting employees should be results- oriented and should describe the quantity and quality of expected work products and the method of evaluation. Generally, supervisors will use the same measures for telecommuting employees and employees who perform similar tasks in the regular office.

Appendix G - Sites and References

Telecommuting Information:

- DOE ORO: www.oro.doe.gov/pmab/Benefits/Benefits.htm
- DOE, Headquarters: www.ma.doe.gov/pol/doeflex.html
- Office of Personnel Managment: www.opm.gov/wrkfam/telecomm/telecomm.htm

Leave and Absence:

- DOE, ORO, Order: ORO O 320, Chapter V, Chg 2, Leave Administration
- DOE, Headquarters Order: DOE O 332.1A, Pay and Leave Administration and Hours of Duty
- DOE, Headquarters Handbook: www.hr.doe.gov/pers/absence.htm

Alternative Work Schedule:

- DOE, ORO, Order: ORO O 340, Chapter I, Chg 2, Alternative Work Schedule Program