

**PARTNERSHIP AGREEMENT ON  
FSA/RMA  
FLEXIBLE WORKPLACE (FLEXIPLACE) PROGRAM**

The following was agreed to by the Partnership Council at the meeting held on August 18, 1998.

The Farm Service Agency (FSA) and Risk Management Agency (RMA) support a flexible workplace policy for employees who desire to work off-site for part of the pay period and whose work is appropriate to such an arrangement and where such an arrangement will benefit the government.

USDA regards employees' health and welfare as critically related to their ability to contribute to USDA's mission. USDA strives to help employees achieve and maintain balance between work and personal family responsibilities. Agencies should identify positions that are suitable for work flexibilities in order to accommodate employees and agency needs. Supervisors should implement the various alternative work schedules, leave options, etc., in such a fashion that they will enhance the work of the office. Actions taken to implement the Family-Friendly Workplace must be well-balanced with the reason that we are all here to perform our assigned job responsibilities.

The Agencies will recognize supervisors who enhance the productivity and help employees balance their work and personal/family responsibilities, including use of appropriate flexible work arrangements.

Employees, depending on the work requirements of the position, may be given an opportunity to use appropriate flexible work arrangements. These arrangements should be used to motivate employees and increase productivity.

QUALIFICATIONS

In addition to having at least a fully successful rating, the following guidelines shall be applied in a fair and open process to identify employees for flexiplace.

1. The employee has demonstrated motivation, independence, and dependability in accomplishing work assignments.
2. The employee can accomplish their duties with less frequent face-to-face contact with others.
3. The employee has good time-management skills.
4. The employee has clearly defined performance standards that support working offsite.
5. The employee is willing to sign and abide by a written agreement which requires participation in training and evaluation sessions.
6. The employee has satisfied adequate home work station requirements, including the availability of equipment and provisions for protecting the confidentiality of data.

The following guidelines will be used to identify appropriate work assignments for flexiplace.

1. The work must be portable. In other words, it must be able to be performed in a setting other than the official duty station.
2. The work must be measurable.
3. The work must be able to be completed away from the official

duty station without adversely affecting the workload of other employees, office coverage, or other mission of the work unit.

## FLEXIBLE WORKPLACE (FLEXIPLACE) PROGRAM POLICY STATEMENT

The types of work suitable for flexiplace depend on specific job function. However, jobs that require the following types of skills may be considered good candidates for flexiplace:

1. requires thinking and writing such as data analysis, reviewing voluminous documents, writing decisions or reports;
2. requires telephone-intensive tasks such as setting up conferences, obtaining information, following up on participants in training sessions;
3. includes computer-oriented tasks such as programming, data entry, or word processing.

### REQUIREMENTS

Before beginning off-site work, employees and supervisors must understand their responsibilities and the details of the program. Employees and their supervisors must sign a Flexiplace Work Agreement that describes the details of the flexiplace program and the obligations of the employee and the supervisor.

The primary concern of supervisors is assuring the work of the unit is accomplished. The overall interests of the office must take precedence over working off-site. One person's off-site work should not adversely affect the performance of other employees or put a burden on staff remaining in the office. Not only should an equitable distribution of workload be maintained, but methods should be instituted to ensure that office employees do not have to handle the flexiplace employee's work.

### POLICIES

Dependent Care	Flexiplace is not a substitute for day care. Flexiplace employees may not have a dependent in the home during work hours unless an in-home care provider is present.  Older children who can tend themselves before/after school and others may be in the home during duty hours, as long as care is not required by the employee.
Duration	Flexiplace agreements can be for any period of time up to and including one year. The agreement should be re-signed if the agreement is extended past twelve months.
Employee Withdrawal from Flexiplace	An employee's involvement in the flexiplace program is voluntary and may be discontinued by the employee at any time with <u>appropriate notice</u> . Such notice must be sufficient to allow necessary workplace adjustments to be made.
Equipment	Employees approved for work off-site will be provided with necessary computer equipment to complete their work assignments. Employees wishing to use their own computers may do so, providing the security of government information can be assured. Supplies and materials also will be provided by the Agency. The government will issue FTS 2000 phone cards (or other equivalent tools) to pay for long-distance telephone calls needed to perform assigned work. Additionally, for long-term Flexiplace participants, the Agency <u>may</u> pay for the installation and maintenance of a single phone line. <b>The employer will not pay</b> any additional utility expenses associated with at-home work.

## FLEXIBLE WORKPLACE (FLEXIPLACE) PROGRAM POLICY STATEMENT

Focus Groups, Surveys, Training and Evaluations	The supervisor and the employee will promptly complete and submit surveys, evaluation materials and performance ratings which summarize flexiplace impact on the office, employee, the supervisor, and other organizational elements. Additionally, both the employee and supervisor agree to attend periodic focus group meetings and training sessions to discuss issues.
Flexiplace Work Agreement	The Flexiplace Work Agreement is the written document signed by the flexiplace employee and their supervisor, outlining details of the flexiplace program and the responsibilities of the employee and supervisor. The elements of this policy statement shall be incorporated into each Agreement.
Grievances	Grievances under this agreement will be handled according to Article 40 of the AFSCME Local 3925 contract.
Group Dismissal	A flexiplace employee may sometimes, but not always, be affected by an emergency requiring the regular office to close. For example, on a snow day, the flexiplace employee is not excused unless he or she cannot perform work because the regular office is closed. When both the regular office and the alternative work site are affected by a widespread emergency, the employee may be granted excused absence as appropriate. When an emergency affects only the alternative work site for a major portion of the workday, the employee may be required to report to the regular office, request leave, or be granted excused absence, depending on the circumstances.
Home Inspections	The flexiplace employee's work site must meet acceptable standards for the safety of the employee and the security of data and any Government loaned equipment. A self-certification safety inspection form or on-site inspection (with adequate notice) may be used to meet this requirement.
Intermittent Flexiplace	Intermittent flexiplace describes a work schedule that does not follow a regular weekly schedule. It can include any of the following situations:  Cshort term (one time work assignment) Cperiodic (occasional work assignment up to 3 days a month) Crecurring (a regular work assignment occurring less than 4 days per month)
Long Term Flexiplace	Long term flexiplace describes a flexiplace work schedule that generally includes more than 1 day a week at the Flexiplace site.
Official Duty Station	The flexiplace employee's official duty station is the location of the FSA office to which they are assigned. Entitlement to locality-based comparability payment, special salary rates, travel allowances, and relocation expenses is based on the official duty station.

## **FLEXIBLE WORKPLACE (FLEXIPLACE) PROGRAM POLICY STATEMENT**

Position Descriptions and Performance Standards	Established position descriptions will apply to flexiplace employees, except that the <b>ASupervisory Controls@</b> and <b>AWork Environment@</b> sections may need to be modified. Performance standards for flexiplace employees will be results-oriented and will describe the quantity and quality of expected work products and the method of evaluation. Generally, the same performance standards will apply to both flexiplace employees and on-site employees who perform the same tasks.
Removal of Employee from Flexiplace	The supervisor may remove an employee from the program if performance declines or the program no longer benefits the organization's needs. Normally, the employee will not be removed from Flexiplace for a single minor infraction of the Flexiplace Work Agreement. The supervisor and employee will make a bona-fide effort to work out specific problems before any decision is made to remove the employee from the Flexiplace program.
Time & Attendance	Supervisors will continue to certify time and attendance for flexiplace employees.
Workers' Compensation Act	Flexiplace employees are covered by the Federal Employees Compensation Act and may qualify for payment for on-the-job injury or occupational illness.
Work Schedule, Overtime, Pay, Leave and Other Personnel Issues	<p>Rules concerning work schedules, overtime, pay, leave, core hours and other personnel issues apply to flexiplace employees as they do to on-site employees.</p> <p>The Flexiplace Work Agreement documents the initial work schedule and should be updated to reflect changes in work schedules. In addition to regularly scheduled on-site days, employees are responsible for attending meetings or other on-site events; reasonable notice, generally not less than 24 hours, of such events will be given to employees who are not scheduled to be in the office on those days.</p> <p>The employee will work at the official duty station at least 16 hours per pay period.</p>
Zoning	It is the employee's responsibility to determine, and comply with, any local zoning restrictions. Employee is responsible for any costs of working at home that arise from local zoning requirements.

This agreement applies to FSA and RMA, Washington Metro area only. It will become effective on September 1, 1998. Where contract language already addresses these policies and procedures for bargaining unit employees, contract language prevails.

This agreement may, at the discretion of the Union:

- (1) remain an independent PC agreement and not be incorporated into the contract, or
- (2) be submitted during the next open session (mid-term or end of contract) for incorporation into the contract as a (new/revised article, addendum, or appendix).

For Management:

/s/ Eddie Moore

Eddie Moore, Co-Chair

Date:

August 31, 1998

---

For Local 3925:

/s/ James L. Goff

James Goff, Co-Chair

Date:

August 28, 1998

---