

U.S. DEPARTMENT OF AGRICULTURE  
MARKETING AND REGULATORY PROGRAMS  
AGRICULTURAL MARKETING SERVICE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION

**MRP Flexible Workplace Work Agreement**

The following constitutes an agreement between the United States Department of Agriculture (USDA), Marketing & Regulatory Programs (MRP), and \_\_\_\_\_ of the terms and conditions of the Flexible Workplace P rogram.  
*(Employee's Name)*

<b>Agency:</b> _____		<b>Program/Division:</b> _____			
<b>Series:</b> _____	<b>Grade:</b> _____				
<b>Category</b>	<input type="checkbox"/> Standard	<input type="checkbox"/> 5-4-9	<input type="checkbox"/> 4-10	<input type="checkbox"/> Maxiflex	<input type="checkbox"/> Other _____
<b>Employment Status</b>	<input type="checkbox"/> Full-time	<input type="checkbox"/> Part-time	<input type="checkbox"/> Temporary		
<b>Facility</b>	<input type="checkbox"/> Residence	<input type="checkbox"/> Satellite office	<input type="checkbox"/> Telework center		
<b>Employee will participate on the following basis</b>		<input type="checkbox"/> Regularly scheduled	<input type="checkbox"/> Project-by-project		
<input type="checkbox"/> Medical reasons (with documentation from attending physician)					
<b>Number of Flexiplace Days Each Week:</b>		_____	_____		
		First Week	Second Week		
<b>Estimated Total Number of Reduced Commuting Miles Saved Each Year</b>		_____			

1. Check one of the following:  New Agreement  Renewal of Existing Agreement
2. Employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. Employee has read and understood MRP Directive 4368.1 and MRP Human Resources Desk Guide subchapter 4368. Agency concurs with employee participation and agrees to adhere to the applicable guidelines and policies.
3. Employee agrees to participate in the program for a period not-to-exceed one year, \_\_\_\_\_ and \_\_\_\_\_.  
*(Beginning date)* *(Ending date)*
4. Employee's official tour of duty must be scheduled between 6 a.m. and 6 p.m., Monday through Friday, and include a 30-minute uncompensated lunch which must be scheduled between 11 a.m. and 2 p.m.
5. Employee's official duty station is \_\_\_\_\_ for purposes such as pay, special salary rate,  
*(City/State)*  
locality pay, travel, etc. The location at which the employee is designated to work (i.e., alternate work location) while not at the official duty station is: \_\_\_\_\_. The designated work area is described in detail (e.g., location, type of furniture, lighting) as follows: *(City/State)*
6. Employee understands requirements for an adequate and safe office space and that these requirements have been met.
7. Employee's timekeeper will have a copy of the employee's work schedule. Employee's Time and Attendance (T/A) will be recorded as performing official duties at the official duty station.
8. Employee agrees to follow established office procedures for requesting and obtaining supervisory approval of leave.
9. Employee will continue to work in pay status while at the alternate work location. If employee works overtime which has been ordered and approved in advance, employee will be compensated in accordance with applicable laws, regulations, policies, etc. Employee understands and agrees that failure to obtain proper approval for overtime work may result in removal from the Flexible Workplace Program and/or other appropriate action.
10. Employee will utilize Government equipment for official business only and in accordance with applicable laws, regulations, policies, etc., as well as safeguard said equipment. Employee is responsible for servicing and maintaining employee-owned equipment.

11. Has employee been issued Government equipment?  Yes  No  
If yes, complete 11a.

a. Indicate the type of equipment (*check as appropriate*):

Computer  Software  Modem  Printer  Other: \_\_\_\_\_

12. Employee agrees to, with a minimum of 24 hours advance notice, periodic home inspections of the alternate work location by the Government at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with safety standards and other specifications in these guidelines.

13. Any accident or injury which occurs at the alternate work location must be brought immediately to the attention of the supervisor. Because an employment-related accident sustained by a flexiplace employee will occur outside of the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

14. The Government is not liable for damages to an employee's personal or real property during the course of performance of official duties or while using Government equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act or by claims arising under the Military Personnel and Civilian Employees Claims Act.

15. The Government is not responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's alternate work location. By participating in the flexiplace program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by laws, regulations, policies, etc.

16. Employee is covered under the Federal Employee's Compensation Act in the course of performing official duties at the alternate work location or official duty station.

17. Employee will meet with the supervisor to receive assignments and to review completed work as appropriate. Employee will complete all assigned work according to procedures agreed upon by the employee and supervisor and according to guidelines and standards stated in the employee's performance plan.

18. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor and are clearly understood by the employee. Evaluation of employee's performance will be based on norms or other criteria derived from past performance, occupational standards, and/or other standards consistent with these guidelines. For assignments without precedent or other standards, regular and required progress reporting by the employee will be used by the supervisor to establish standards and to rate job performance.

19. Employee's most recent performance rating must be at least equivalent to "fully successful" (e.g., 'pass').

20. Employee understands that flexiplace is not a substitute for child care or elder care, and, that appropriate arrangements must be made for children and adults who cannot care for themselves.

21. Employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with the provisions set forth in the Privacy Act of 1974, Public Law 93-579, codified at Title 5, U.S.C., Section 55a.

22. Employee or management may terminate participation in the flexiplace program at any time. Participation in the program is voluntary; therefore, removal from the program by management is not grievable.

23. Employee agrees to limit the performance of assigned duties to the official duty station or to the agency-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the flexiplace arrangement, and/or other appropriate disciplinary action.

Employee's Signature	Date Signed
Supervisor's Signature	Date Signed
Program Coordinator's Signature	Date Signed

Please return this form to:  
USDA, APHIS, MRPBS, HRD  
Attention: Telework Program Coordinator  
Unit 21  
4700 River Road  
Riverdale, MD 20737