

## FLEXIPLACE PROGRAM WORK AGREEMENT

The following constitutes an agreement between:

The U.S. Fish and Wildlife Service and \_\_\_\_\_  
(Employee)

1. Employee agrees to participate in a Flexible Program Work Agreement and to adhere to the applicable guidelines and policies in accordance with 226 FW 4. The U.S. Fish and Wildlife Service (Service) concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

2. Employee agrees to participate in the Program beginning \_\_\_\_\_.

3. Employee's official tour of duty at the office will be: \_\_\_\_\_ to \_\_\_\_\_ (including a one-half hour nonpaid lunch period) on \_\_\_\_\_ through \_\_\_\_\_ (e.g., 8:00 a.m. to 4:30 p.m., Monday through Friday) and at the alternative worksite: \_\_\_\_\_ to \_\_\_\_\_ (hours) on \_\_\_\_\_ through (and) \_\_\_\_\_ (days of the week). (This item should be tailored to fit the particular circumstances. At a minimum the hours and days of duty for each worksite, lunch period, core hours (if any), and flexibility of schedule must be covered.)

4. Employee's official duty station is: \_\_\_\_\_.  
The alternative duty station (the location at which the employee is designated to work while not at the official duty station) is: \_\_\_\_\_.  
Describe the designated work area in detail:

All pay, special salary rates, leave, and travel entitlements are based on the employee's official duty station.

5. Employee's timekeeper will have a copy of the employee's Flexiplace schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station.

6. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

7. Employee will continue to work in a pay status while working at his/her residence. If employee works overtime that has been ordered and approved in advance, he/she will be compensated in accordance with applicable law, regulation, and U.S. Office of Personnel Management guidance. The employee understands that the supervisor will not accept the working of unapproved overtime hours and will act vigorously to discourage such. By signing this agreement, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the Flexiplace Program, other appropriate action, or both.

8. Employee agrees to protect any Government-owned equipment and use the equipment only for official purposes. Government-owned equipment will be serviced and maintained by the Service. If employee provides own equipment, he/she is responsible for servicing and maintaining it.

9. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit home inspections by the Government of the employee's home worksite 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. The advance notice requirement applies only to inspections to ensure conformance with safety standards and other specifications. A supervisor is not required to give advance notice to visit the alternative worksite to conduct official Government business with the employee during the employee's regularly scheduled duty hours.

10. Employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or the alternative duty station. Any accident or injury occurring while performing official duties at any worksite must be immediately reported to the supervisor. When an employment-related accident sustained by a Flexiplace employee occurs outside of the premises of the official duty station, the supervisor must investigate all reports immediately following notification.

11. The Government will not be 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 claims or claims arising under the Military Personnel and Civilian Employees Claims Act.

12. The Service will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in this Program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government as provided for by statute and implementing regulations.

13. As requested, the supervisor and the employee will complete surveys and performance ratings that summarize the Flexiplace impact on the office, the employee, the supervisor, and other organizational elements.

14. Employee's most recent performance rating of record must be at least fully successful.

15. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards stated in the employee's performance plan. Employee's current performance plan contains performance standards covering work completed at the office (official duty station) as well as work completed at the employee's alternative duty station. Employee will meet with the supervisor

to receive assignments and to review completed work as necessary or appropriate. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor through performance standards. Employee understands that a decline in performance may be grounds for canceling the Flexiplace arrangement.

16. Employee will apply approved safeguards to protect Government/Service records from unauthorized disclosure or damage and will comply with the Privacy Act requirements set forth in the Privacy Act of 1974. Public Law 93-579, codified at Section 552a, title 5 U.S.C.

17. Employee and supervisor agree to promptly complete and submit Program evaluation materials.

18. Employee may terminate participation in this Program at any time after notice to the supervisor. Management has the right to remove the employee from the Program if the employee's performance declines or if the Program fails to benefit organizational needs; such removal must be accomplished in accordance with established administrative procedures and union negotiated agreements.

19. Employee agrees to limit his/her performance of his/her officially-assigned duties to his/her official duty station or to Service-approved alternative duty stations. Failure to comply with this provision may result in loss of pay, termination of the Flexiplace arrangement, and/or other appropriate disciplinary action.

20. Nothing in this agreement precludes the Service from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

_____ Supervisor	_____ Date
_____ Employee	_____ Date
_____ Program Coordinator	_____ Date Reviewed