
COMPLIANCE

**FLEXIBLE WORKPLACE ARRANGEMENTS PROGRAM FOR
THE OFFICE OF COMPLIANCE
(Flexiplace and Work at Home)**

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PURPOSE This MAPP describes CDER/Office of Compliance policies and procedures governing the Flexible Workplace Arrangements Program (FWAP).

BACKGROUND

The Flexiplace and Work-at-Home programs have been combined to create the Flexible Workplace Arrangements Program (FWAP). FWAP permits employees to perform work away from his/her official duty station on a long or short term basis.

REFERENCES

- FDA's Master Plan - Flexible Workplace Arrangements Program (1994)

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- CDER MAPP 4657.2, *Flexible Workplace Arrangements Program (FWAP)*, November 7, 1995.
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DEFINITIONS

- **Long-term basis.** Employees work at home for more than two consecutive workweeks.
 - **Short-term basis.** Employees work at home for two consecutive workweeks or less; applies to employees who, due to compelling reasons, need to work at home on a special assignment/project, who have a medical condition (e.g., illness, injury), etc.
 - **Telecommuting (Satellite) Work Centers.** Alternative work sites for employees who travel long distances between their homes and their official duty stations. See FDA's Master Plan for the specific locations of the centers and the facilities available at these locations.
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POLICY

- This MAPP establishes the Office of Compliance internal procedures within CDER's parameters under the FWAP plan.
- Office Directors are responsible for implementing Office-specific supplemental plans outlining limitations, restrictions, etc., and submitting the supplemental plans to the Director, OM.
- Employee participation in FWAP is voluntary and may be terminated at any time either at the request of the employee or at the decision of management. All periods of participation in the FWAP, on a long-term and short-term basis, must be approved in advance.
- Only employees performing at the Fully Successful level (average of level C for Commissioned Officers) or higher performance level may participate in the FWAP. Performance standards for participating employees must be consistent with those used for employees who perform the same or similar tasks at the official duty station.
- A FWAP agreement (Attachments B and C) is always required before an employee may participate in the FWAP on a long-term basis.
- The Office of Compliance requires an employee participating in the FWAP on a

short-term basis to complete a FWAP agreement. The supervisor may require the employee to submit medical documentation, such as a doctor's statement, if the short-term arrangement is based on a medical condition.

- Employees participating in the FWAP are not precluded from attending meetings at the official duty station even when such meetings are scheduled on the employees day to work at an alternative work site, such as his/her home or a telecommuting center. **Failure to do so may result in the termination of the employee's participation in the program.**
- Office of Compliance policy requires an employee on long-term FWAP will work at least one day at the official duty station in a bi-weekly pay period, unless they are physically unable to do so.
- The work schedule approved for an employee participating in the FWAP must be observed. Duty time may not be used for purposes other than official work. Although participation in the FWAP may provide employees more time to accomplish family responsibilities, **the FWAP is not to be used by employees to care for young children or other dependents during the agreed upon scheduled hours of work.**
- Employees participating in the FWAP may work a flexitime schedule in accordance with the Office of Compliance Alternative Work Schedules plan (see CDER MAPP 4657.1). The schedule must be consistent with the nature of the work being performed and the frequency of communication necessary with those at the official work site or with work contacts in other locations. Office of Compliance employees on a flexitime schedule may NOT earn credit hours at home. Employees may earn credit hours at a telecommuting site. Employees may not work a compressed schedule.
- Supervisors must ensure that employees working at home or at a telecommuting (satellite) work center are readily accessible to management officials, co-workers, and customers.
- No work schedule which includes a break of more than one hour may be established for an employee participating in the FWAP.
- All pertinent time and attendance, leave, and pay regulations must be observed by employees and managers when an employee participates in the FWAP.
- Suitable training/orientation is required and must be conducted for employees approved for participation in the FWAP and their supervisors before an

employee begins long-term participation in the FWAP.

- The Director, Division of Commissioned Personnel, must be notified whenever approval is given to a Commissioned Officer to participate in the FWAP on a long-term basis. The Center's FWAP Coordinator must send a copy of the approved work agreement to the Division of Commissioned Personnel to be recorded as a supplement to the existing billet and to be placed in the officer's official personnel file.
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RESPONSIBILITIES

- **Center Director will:**
 1. Identify positions that are suitable for the FWAP.
 2. Identify barriers to the implementation of the FWAP.
 3. Designate the Center FWAP Coordinator.
 4. Implement Center-specific supplemental plans, if needed, outlining limitations, restrictions, etc., and submit the plan to the Division of Compensation, Benefits, and Training (DCBT).
 5. Satisfy self-assessment requirements by submitting annual reports to DCBT.
- **Director, Office of Compliance will:**
 1. Develop Office-specific supplemental plans, if needed, outlining limitations, restrictions, etc. and submit the plan to the Director, OM.
 2. Approve or disapprove employee participation in the FWAP.
 3. Approve modifications to the terms of employee participation in the FWAP or terminate the participation as necessary when it is in the interest of the Agency/Center/Office.
 4. Forward agreements to the OC Management Officer who will forward the agreements to the Center's FWAP Coordinator for maintenance and record-keeping purposes.

- **Division Directors/Supervisors will:**
 1. Determine on a continuing basis when the work requirement of certain positions preclude employees in those positions from participating in the FWAP.
 2. Review and sign the FWAP agreement before forwarding to the FWAP Coordinator. **(NOTE: First line supervisor and division director must concur/non-concur on the Request to Participate in a FWAP, Attachment A, required by the Office of Compliance and the FWAP Agreement, Attachment B or C.)**
 3. Determine timekeeping mechanism to be used by participants, e.g., employee logs in and out via e-mail, employee maintains a log of arrival and departure times, etc.
 4. Emphasize that the FWAP is **not** to be used to care for young children or other dependents during the agreed upon scheduled hours of work.
 5. Inform timekeeper of employees participating in FWAP, as well as of any changes made to work agreements.

- **OC Management Officer will:**
 1. Log the agreement request into Office FWAP Tracking system.
 2. Forward agreement to the Approving Officer for approval/disapproval.
 3. Forward approved agreements to the Center's FWAP Coordinator for maintenance and record-keeping purposes.
 4. Provide copies of approved agreements to the employee and supervisor.
 5. Keep a copy of the approved agreement for the Office file.
 6. Return disapproved agreement to the Division Director.

- **Center FWAP Coordinator in the Division of Management Services will:**
 1. Advise supervisors and employees concerning the implementation of the FWAP.

2. Disseminate FWAP materials and information.
3. Ensure that employees submit requests to participate in the FWAP (if required).
4. Review agreements for adherence to pertinent laws, regulations, and policies, including hours of work, pay, and leave before forwarding to approving official.
5. Forward agreements to the OC Management Officer for approval by the Office Director.
6. Maintain appropriate documentation concerning program participation (e.g., signed agreements, data for annual reports, etc.).
7. Handle day-to-day responsibility and accountability for the program. This includes assuring that the agreements are completed in a timely manner and are in conformance with applicable rules and regulations, appropriate approvals are obtained, employees and their supervisors are trained **prior** to participation in the program, etc.
8. Provide appropriate training for employees participating in the FWAP and their supervisors.
9. Arrange, through Division of Compensation, Benefits, and Training (DCBT), employee use of satellite work centers.
10. Submit required data regarding employee participation to DCBT no later than December 30 each year.
11. Sign each agreement.

- **Employees will:**

1. Discuss participation in the FWAP or modifications to a FWAP agreement with their supervisor.
2. Complete and submit a FWAP agreement, for both long-term and short-term participation, to their supervisor.
3. Accurately and personally record entry time and departure time using timekeeping mechanism approved by Office.

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- **Division of Compensation, Benefits, and Training (DCBT), OHRM will:**
 1. Provide technical advice as the Agency FWAP Coordinator on FWAP policies and procedures.
 2. Provide train-the-trainer orientation for the Organization's FWAP Coordinators.
 3. Review annual self-assessments reports on FWAP participation prepared by Organizations.
 4. Consolidate Organizations' reports and submit the required annual FWAP report to PHS by January 31 of each year for the preceding calendar year.
 5. Work with Organizations' FWAP coordinators to develop satellite work center agreements.
 6. Maintain records of employee participation.
 7. Review agreements.
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PROCEDURES

- **Employee will** discuss participation in FWAP with his/her supervisor.
- **The supervisor and employee will** attend a training session with the Center FWAP Coordinator to discuss Agency/Center policies, procedures, work agreements, questions/concerns, etc.
- **Employee will** complete and submit the appropriate FWAP agreement (civilian or Commissioned Corps) to his/her supervisor.
- **Supervisor will** review agreement for completeness, sign the agreement indicating initial approval, and forward it to the Division Director.
- **Division Director will** review agreement, sign the agreement, and forward to the FWAP Coordinator for review.
- **FWAP Coordinator will** review the agreement and forward it to the OC Management Officer.

- **OC Management Officer will** log the agreement in Office FWAP tracking system and forward to the Approving Official.
 - **Approving official will** approve/disapprove the agreement and forward it to the Management Officer.
 - **Management Officer** will provide a copy to the employee and supervisor, maintain the Office copy and forward the original to the FWAP Coordinator.
 - **The FWAP Coordinator will** maintain a record of all participants and provide any requested information to the Agency and/or Center management.
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REDELEGATION

The Center Director has redelegated authority to approve FWAP requests to Office Directors with no further redelegation authorized.

EFFECTIVE DATE

This MAPP is effective upon date of publication.

Attachment A

(Required by Office of Compliance)

Request to Participate in a Flexible Workplace Arrangements Program

Date: _____
 From: (Name of employee) _____
 To: Director, Office of Compliance
 Through: (Name of immediate supervisor) _____
 (AND Name of division director, if they are not the immediate supervisor)
 Subject: Request to Participate in a Flexible Workplace Arrangement

I wish to participate in a flexible workplace arrangement for the following reason(s):

Include all information necessary to evaluate the request, e.g., any relevant physical disability or illness, arrangements that will be made for the care of young children or other dependents, etc. Indicate the expected duration of the flexible workplace arrangement and the number of days or hours per week you wish to work away from your official work station. Attach any medical documentation or other information you wish to have considered. Specify where you would like to work offsite, i.e., at your home or at a telecommuting center. Indicate also any equipment you think would be necessary at the alternate work site for you to perform your job.

Signature: _____ Date: _____
 Position Title: _____
 Grade, Series, and Pay Plan: _____

Immediate Supervisor: Concur: _____ Non-Concur: _____
 Reason(s) for Determination:

Signature: _____ Date: _____

Division Director: Concur: _____ Non-Concur: _____
 Reason(s) for Determination:

Signature: _____ Date: _____

Approving Official: Concur: _____ Non-Concur: _____
 Reason(s) for Determination:

Signature: _____ Date: _____
 Director, Office of Compliance

Attachment B

OFFICE OF COMPLIANCE, CDER FLEXIBLE WORKPLACE AGREEMENT
(Civilian Employees)

The following constitutes an agreement between:

Office of Compliance, CDER and (Employee) _____
of the terms and conditions of a Flexible Workplace Arrangement.

1. Employee volunteers to participate in a flexible workplace arrangement and to adhere to the applicable guidelines and Policies. Office of Compliance, CDER concurs with employee participation and agrees to the applicable guidelines and policies.
2. Employee agrees to participate in the project beginning _____ and ending _____.
3. Employee's official tour of duty will be: _____ to _____ (including a one half-hour non-paid period) on _____ through _____ (e.g., 8 a.m. to 4:30 p.m. on Monday through Friday). Flexible schedule will be: _____ to _____ including a one half-hour non-paid lunch period) on the following days: _____.
4. Employee's official duty station is: _____. The alternate duty station (the location in which the employee is designated to work while not at the official duty station) is: _____. All pay, leave, and travel entitlements will be based on the employee's official duty station.

Description of the designated work area within the alternate duty station (including the space to be used such as home office, den, dining table, etc.; available equipment such as PC, modem, fax, etc.; and security-related equipment such as locked file cabinet and smoke detectors):

_____.

5. Employee's timekeeper will have a copy of the employee's flexible workplace schedule. Employee's time and attendance will be recorded as performing official duties at the official duty station. Employee will certify each pay period the hours worked and will provide a leave slip, as appropriate, for any hours not worked under the agreement during a pay period.
6. Employee with supervisor's approval, may work a flexitime work schedule in accordance with

- the Office of Compliance Alternative Work Schedule plan. The schedule must be consistent with the nature of the work being performed and the frequency of communication necessary with those at the official work site or with work contacts in other locations. Employees may NOT earn credit time.
7. Employees must obtain supervisory approval before taking leave in accordance with procedures established by the supervisor. By signing this agreement, employee agrees to follow established procedures for requesting and obtaining approval of leave.
 8. Employee will continue to work in pay status while working at his/her approved alternate work site. All overtime must be ordered and approved in advance, and will be compensated in accordance with applicable laws and regulations. By signing this agreement, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the Flexible Workplace Arrangement Program and other action as appropriate.
 9. If employee borrows Government equipment, employee will borrow and protect the Government equipment in accordance with the procedures established in FIRMR Bulletin 30, October 15, 1985. Government-owned equipment will be serviced and maintained by the Government. If employee provides his/her own equipment, he/she is responsible for servicing and maintaining it.
 10. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit periodic home inspections by the Government of the employee's home work site at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and work site conformance with safety standards and other specifications in these guidelines.
 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 Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
 12. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of the employee's residence if the residence is approved as the alternate work site. 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. 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 alternate duty station.

14. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
15. Employee will complete all assigned work according to work procedures discussed between the employee and the supervisor and according to guidelines and standards stated in the employee's performance plan.
16. Employee's job performance will be appraised in accordance with his/her performance plan.
17. Employee's most recent performance rating of record must be at least fully successful before participation in a flexible work arrangement may be approved.
18. Employee's current performance plan will contain performance standards covering work completed at the office (official duty station) as well as work completed at the employee's residence or telecommuting center (alternate duty station).
19. Employee will apply approved safeguards to protect Government/agency 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.
20. Employee and management have the right to terminate participation in the FWAP at any time. Management has the right to remove the employee from the project for such reasons as: the employee's performance declines, the arrangement fails to benefit organizational needs, the employee performs unapproved overtime work, etc.
21. Employee agrees to limit the performance of his/her officially assigned duties to his/her official duty station or to agency-approved alternate duty stations, i.e., either home or telecommuting center. Failure to comply with this provision may result in loss of pay, termination of the flexible workplace arrangement, and/or other appropriate disciplinary action.
22. Employee is responsible for ensuring the safety and adequacy of the home workplace and for ensuring applicable building and safety codes are met. This includes but is not limited to: assuring that the home's electrical system is adequate for the use of Government equipment, safeguarding Government equipment from children and pets, and providing smoke detectors if required by the applicable building code. (Employees are encouraged to provide smoke detectors even if not required by the building code.)
23. If any government-owned computer equipment, software and/or peripherals are to be used in the home site, and/or if any government records are to be electronically accessed from the home site, an approved Off-Site Computing Request will become part of this agreement.
24. All Government-provided equipment is for official business only. Employees are prohibited

from using such equipment for private purposes.

- 25. The standards of conduct continue to apply to employees at their alternate duty station.
- 26. At least every six months, the supervisor and the employee will conduct an evaluation which summarizes the flexible workplace impact on the office, the employee, the supervisor, and other organizational elements.

Employee Date

Immediate Supervisor Date

Division Director Date

Approving Official Date

Center Flexible Workplace Arrangements Coordinator Date Reviewed

Attachment C

OFFICE OF COMPLIANCE, CDER FLEXIBLE WORKPLACE AGREEMENT FOR COMMISSIONED CORPS OFFICERS

The following constitutes an agreement between:

Office of Compliance, CDER and (Employee) _____

of the terms and conditions of a Flexible Workplace Arrangement.

- 1. Commissioned Officer volunteers to participate in a flexible workplace arrangement and to adhere to the applicable guidelines and Policies. Office of Compliance, CDER concurs with Commissioned Officer participation and agrees to the applicable guidelines and policies.
2. Commissioned Officer agrees to participate in the project beginning _____ and ending _____.
3. Commissioned Officer's official tour of duty will be: _____ to _____ on _____, e.g., 8 a.m. to 4:30 p.m. on Monday through Friday). Flexible schedule will be: ____ to ____ on the following days: _____.
4. Commissioned Officer's official duty station is: _____. The alternate duty station (the location in which the officer is designated to work while not at the official duty station) is: _____. All pay, leave, and travel entitlements will be based on the officer's official duty station.

Description of the designated work area within the alternate duty station (including the space to be used such as home office, den, dining table, etc.; available equipment such as PC, modem, fax, etc.; and security-related equipment such as locked file cabinet and smoke detectors):

- 5. Commissioned Officer's timekeeper will have a copy of the officer's flexible workplace schedule. The officer's time and attendance will be recorded as performing official duties at the official duty station.
6. Commissioned Officer must obtain supervisory approval before taking leave in accordance with procedures established by the Commissioned Corps Personnel Manual. By signing this

- agreement, officer agrees to follow established procedures for requesting and obtaining approval of leave.
7. Commissioned Officer will continue to work in a pay status while working in his/her residence. Officers cannot receive overtime, compensatory time, or credit hours.
 8. If Commissioned Officer is provided Government equipment, he/she will borrow and protect the Government equipment in accordance with the procedures established in FIRMR Bulletin 30, October 15, 1985. Government-owned equipment will be serviced and maintained by the Government. If officer provides his/her own equipment, he/she is responsible for servicing and maintaining it.
 9. Provided the Commissioned Officer is given at least 24 hours notice, the officer agrees to permit periodic home inspections by the Government of the officer's home work site at periodic intervals during his/her normal working hours to ensure proper maintenance of Government-owned property and work site conformance with safety standards and other specifications in these guidelines.
 10. The Government will not be liable for damages to a Commissioned Officer's personal or real property during the course of performance of official duties or while using Government equipment in the his/her residence, except to the extent the Government is held liable by Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employees Claims Act.
 11. The Government will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of the Commissioned Officer's residence. By participating in this program, the officer 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.
 12. Commissioned Officers are entitled to medical care and disability compensation in the same manner as members of other Uniformed Services if injured in the course of actually performing official duties at the official duty station or the alternate duty station.
 13. Commissioned Officer will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
 14. Commissioned Officer will complete all assigned work according to work procedures discussed between the officer and the supervisor and according to guidelines and standards stated in his/her Commissioned Officer Effectiveness Report (COER).
 15. Commissioned Officer's job performance will be appraised in accordance with his/her

- performance plan. An officer's performance is to be reported on the annual COER.
16. At specified intervals, the supervisor and the Commissioned Officer will conduct an evaluation which summarizes the flexible workplace impact on the office, the officer, the supervisor, and other organizational elements.
 17. Commissioned Officer's most recent performance rating of record must be at least an average of "C".
 18. Commissioned Officer's COER contains performance standards covering work completed at the office (official duty station) as well as work completed at the officer's alternate workplace.
 19. Commissioned Officer will apply approved safeguards to protect Government/agency 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.
 20. Commissioned Officer may terminate participation in the FWAP at any time. Management has the right to remove the officer from the project for such reasons as: the his/her performance declines, the arrangement fails to benefit organizational needs, etc.
 21. Commissioned Officer agrees to limit his/her performance of his/her officially assigned duties to his/her official duty station or to agency-approved alternate duty stations, i.e., either home or telecommuting center. Failure to comply with this provision may result in loss of pay, termination of the flexible workplace arrangement, and/or other appropriate disciplinary action.
 22. Commissioned Officer is responsible for ensuring the safety and adequacy of the home workplace and for ensuring that applicable building and safety codes are met. This includes but is not limited to: assuring that the home's electrical system is adequate for the use of Government equipment, safeguarding Government equipment from children and pets, and providing smoke detectors if required by the applicable building code. (Employees are encouraged to provide smoke detectors even if not required by the building code.)
 23. If any government-owned computer equipment, software and/or peripherals are to be used in the home site, and/or if any government records are to be electronically accessed from the home site, an approved Off-Site Computing Request will become part of this agreement.
 24. All Government-provided equipment is for official business only. Commissioned Officers are prohibited from using such equipment for private purposes.
 25. The standards of conduct continue to apply to Commissioned Officers at their alternate duty station.

Commissioned Officer Date

Immediate Supervisor Date

Division Director Date

Approving Official Date

Center Flexible Workplace Arrangements Coordinator Date Reviewed

Division of Commissioned Personnel Date