Department of Energy
Washington, DC 20585

June 5, 2009

Ms. Ingrid Robinson

Dear Ms. Robinson: FOIA-2009-000245

This is in final response to the request for information that you sent to the United States Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as implemented by DOE in 10 CFR Part 1004. You have requested the following information:

> "Identify those individuals in EERE that are or were on flexiplace full time during or for any length of time between January 2000 and April 2009 and of those individuals how many of them live in a different state from Duty Station."

The Office of Energy Efficiency and Renewable Energy has conducted a search of its files and located information identifying one individual who was on flexiplace full time and lived in a different State from their duty station during or for any length of time between January 2000 and April 2009. We have reviewed this document and the information you requested is being provided to you in its entirety.

You may challenge the adequacy of the search by submitting a written appeal to the Director, Office of Hearings and Appeals, United States Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585-0107. You should submit the appeal within thirty (30) calendar days of receipt of this determination.

The written appeal, including the envelope, must clearly indicate that a Freedom of Information Act appeal is being made. The appeal must contain all the elements required by 10 CFR § 1004.8 to the extent applicable. Judicial review will thereafter be available to you (1) in the District of Columbia, (2) in the district where you reside, (3) in the district where you have your principal place of business, or (4) in the district where the DOE records are located.

I appreciate the opportunity to assist you. If you have any questions, please contact Ms. Linda Whitted of my staff at (202) 586-2555.

Sincerely,

Rita L. Wells
Acting Deputy Assistant Secretary
for Business Administration
Office of Energy Efficiency and Renewable Energy

Enclosure

Printed with soy ink on recycled paper

REQUEST FOR APPROVAL TO EXTEND TEMPORARY FLEXIPLACE ARRANGEMENTS

DATE:	October 22, 2004
EMPLOYEE NAME, OFFICE & SIGNATURE:	Allison Thomas, EE-2L
RATING OFFICIAL NAME:	Schuyler Schell, Acting Program Manager
TYPE OF ARRANGEMENT:	Regular (Las Vegas, Nevada)
CURRENT EFFECTIVE DATES:	May 3, 2004 - November 3, 2004
EXTENSION DATE:	December 31, 2004

REASON FOR EXTENSION: For Medical arrangements, new medical documentation is required and should be forwarded with this request.

Continue to identify key customers and partners in the Nevada/Southern California area. Discuss with ROs and Labs the best way to serve, coordinate and communicate, relative to these customers and partners–to ensure high satisfaction and the early discovery/resolution of issues. Actively communicate with my FEMP and EERE counterparts to achieve high levels of coordination and impact.

Continue to coordinate activities to develop and promote increased procurement of energy efficient products across the federal government; manage Industrial Facilities Program and provide assistance to B&R 1703 lead.

Modified Work Schedule Attached?	**Yes:**	**No (not applicable): X**
Modified Tasks/Activities Attached?	**Yes:**	**No (not applicable): X**

APPROVED: ✓	**DISAPPROVED (Reason in comments):**

RATING OFFICIAL'S SIGNATURE/DATE: S. Schell

COMMENTS:

NTS Vegas - Reg. 6 months effective 5/3/04
extended till 12/31/04

Appendix A

EERE REQUEST FOR FLEXIPLACE

Type of Flexiplace Request (check box)	Medical		Regular	x	Situational	
Preferred Location (check box)	Home	x	TeleCenter		Germantown	

SECTION 1
(To Be Completed By Employee)

Employee Information		**Rating Official Information**	
Name	Alison Thomas	**Name**	Schuyler Schell
Title, Series, Grade	General Engineer, 0810, GS-14	**Title**	Acting Program Manager
Routing Symbol	EE-2L	**Telephone**	202-586-9015
Telephone	202-586-2099		
Office Location	Forrestal Bldg 1000 Independence Ave, Washington DC		

SECTION 2
(To Be Completed By Employee)

a. Employee has read the EERE Flexiplace Handbook, and attended training on (date):	x
b. Tasks and activities to be performed on flexiplace, reflected on employee's performance plan, are summarized (Attachment A-1).	X
c. Flexiplace work schedule including times, days, and location for each day of the pay period is completed (Attachment A-2).	x
d. The following equipment, software and supplies will be needed:	
e. The employee will provide the following: Equipment: computer, monitor, printer, fax Software: word, excel, powerpoint Other:	
f. Employee has reviewed and attached B-2.	X

g. For medical flexiplace only. Anticipated duration of flexiplace assignment:

Starting Date		Ending Date	

Medical documentation attached: _____Yes _____No;
if no, reason why:

SECTION 3 (To Be Completed By The EERE Rating Official)		
	YES	**NO**
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?		✓
b. Is frequent supervisor review, while work is in progress, required as a routine part of task(s) and/or activities listed in Attachment A-1?		✓
c. Do security or technical reasons prevent information from being used on flexiplace which is needed to perform the work effectively?		✓
d. Is the employee unable to work without compromising sensitive information?		✓
e. Is the employee's organizational configuration not amendable to flexiplace, e.g., is the arrangement burdensome to those who are at the duty station when the employee is on flexiplace?		✓
f. Does the employee lack access to equipment sufficient for their tasks/activities?		✓
g. Are attachments A-1, A-2 and B-2 missing?		✓
h. Are A-1, A-2 and B-2 unacceptable?		✓
i. Was the most recent performance rating below the Level 2 or equivalent?		✓
j. Has the employee worked for DOE for less than a year?		✓
k. Has the employee worked for EERE for less than 6 months?		✓
l. Are there other concerns that might adversely affect the employee's participating in flexiplace?		✓
Answering **YES** to any of the above questions may result in the application being disapproved. The rating official should explain, in writing, any **YES** answers:		

SECTION 4
Action on Application
(To Be Completed By Rating and Reviewing Officials)

Rating Official: Approval recommended: yes.

If approval is not recommended, reason(s), including alternate recommendation(s):

Signature: [illegible] **Date:** 4/15/04

Reviewing Official: Approval granted: [illegible]

If approval is not granted, reason(s), including adoption of rating official's recommendation(s):

Signature: R. F. Moore **Date:** 4/16/04

Note: If the application is disapproved the employee will given the right to file a grievance under the appropriate grievance procedure, according to bargaining unit status.

A-1 - Request for Flexiplace

Employee's Name: Alison Thomas
Date: 4-13-04

Tasks and Activities to be performed while on Flexiplace:

Element: 1
Tasks/activities: Coordinates activities to develop and promote increased procurement of energy efficient products across the federal government. These tasks include

- Develop annual plan and budget request.
- Coordinate and review the release of new Recommendations and the update of existing ones.
- Prepare and delivers presentations to government buyers and procurement officials to discuss and promote the purchase of energy efficient equipment
- Write articles on program activities for FEMP Focus and other publications, as opportunities arise and are appropriate.
- Work with GSA, DLA, EPA, and industry trade groups in the implementation of EO 13221.
- Implement tracking of agency purchases of energy efficient products

Percentage of duty time spent on these tasks/activities: 40%

Element: 2

Tasks/activities: Manage Industrial Facilities Program which includes

- Develop budget request and manages/carries out timely preparation of program planning documents.
- Formulate appropriate scope, goals and objectives, schedules, and deliverables for program, project, and task plans.
- Establish effective communications with laboratory and regional office staff/contractors and customers.
- Provide effective presentations/briefings, and written and oral summaries of program activities.
- Assist agencies in securing appropriations/financing for project development and implementation.
- Develop outreach and marketing materials to include web page, toolbox and integrated delivery packages, articles and training sessions.
- Work with Industrial Technologies program to coordinate Best Practices training at Federal sites

Percentage of duty time spent on these tasks/activities: **20%**

Element: 3

Tasks/activities: Provide assistance to B&R 1703 lead. Assist in preparing spend plan, AOP and other budget materials, ensure CPS system is updated and accurate, manage uncosteds for my own program lead areas, coordinate the transition of current Lab subcontracts through the award of prime contract(s) to small business entities.

Percentage of duty time spent on these tasks/activities: **20%**

Add more copies of A-1 if necessary.
OR

Special Projects and/or supplementary activities:: Identify Key customers and partners in the Nevada/Southern California area. Discuss with ROs and Labs the best way to serve, coordinate and communicate, relative to these customers and partners--to ensure high satisfaction and the early discovery/resolution of issues. Actively communicate with my FEMP and EERE counterparts to achieve high levels of coordination and impact. **(20%)**

A-2 - Request for Flexiplace

Work schedule (official tour of duty) while participating in regular or medical flexiplace is:

Pay Period Work Week	Day	Hours		Duty Station	
		From	To	Official	Alternate
Week 1	Monday	0700	1630		X
	Tuesday	0700	1630		X
	Wednesday	0700	1630		X
	Thursday	0700	1630		X
	Friday	0700	1530		X
Week 2	Monday	0700	1630		X
	Tuesday	0700	1630		X
	Wednesday	0700	1630		X
	Thursday	0700	1630		X
	Friday	AWS	AWS		AWS

Situational Flexiplace Work Schedule: The employee's daily hours of duty will be the same as at the official duty station. The number of days spent on the situational flexiplace assignment will depend on the nature of the assignment, will be determined prior to the employee's beginning that task assignment, and will be confirmed in writing (an email message is permitted) with a copy sent to the Time and Attendance Clerk. Modifications to the flexiplace assignment (either lengthening the assignment time or shortening it) will be directed by the rating official and the employee will be informed in writing as soon as possible.

Distribution

If approved:

Original: Attach to flexiplace agreement
Copy: Rating Official
Flexiplace Coordinator

If disapproved:

Original: Employee
Copy: Rating official
Flexiplace Coordinator
NTEU (bargaining unit).

B-1

EERE Surplus Equipment/Resources for the Alternative Workplace

(Attachment to Appendix B and C)
(Refer to item 13 in Flexiplace Agreement)

Employee's Name:___Alison Thomas_____ Rating Official's Name: Schuyler Schell

1. ____N/A_ Computer (serial or property number _____)
2. ____N/A_ Monitor (serial or property number _____)
3. __N/A_____ Printer (serial or property number _____)
4. __N/A_____ Modem (serial or property number _____)
5. ____N/A_ Fax machine (serial or property number _____)
6. _____ Software, specifically:_____
7. _____ Other items, specifically:_____

Information Technology Support Acknowledgment:

_____

Date:_____.

B-2
EERE Self-Certification Safety Checklist

(Attachment to Appendices B and C)

Employee's Name: Alison Thomas Rating Official's Name: Schuyler Schell

The purpose of this form is to ensure that the terms of the flexiplace agreement are fulfilled. 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. If the employee answers "no" to any of the questions below, the rating official and the employee must discuss the issue so that both the employee and the rating official understand the condition of the agreement. The checklist will be made available to the Headquarters workers' compensation specialist if the employee is injured at home and files a claim for compensation under the Federal Employee Compensation Act.

Part I - Workplace Environment	**Yes**	**No**
1. Are temperature, noise, ventilation and lighting levels adequate for maintaining your normal level of job performance?	X	
2. Are all stairs with four or more steps equipped with handrails?	x	
3. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?	x	
4. Do circuit breakers clearly indicate if they are in the open or closed position?	x	
5. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)?	x	
6. Will the building's electrical system permit the grounding of electrical equipment?	x	
7. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	x	
8. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?	x	
9. Are chairs free of any loose casters (wheels) and are the rungs and legs of the chairs sturdy?	x	
10. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?	x	
11. Is the office space neat, clean, and free of excessive amounts of combustibles?	x	
12. Are floor surfaces clean, dry, level, and free of frayed or worn seams?	x	
13. Are carpets well secured to the floor and free of frayed or worn seams?	x	
14. Is there enough light for reading?	x	
15. Is the home workplace environment equipped with adequate functioning smoke detectors?	x	

Part II - Computer Workstation (if applicable)	Yes	No
16. Is your chair adjustable?		x
17. Do you know how to adjust your chair?		x
18. Is your back adequately supported by a backrest?	x	
19. Are your feet on the floor or fully supported by a footrest?	x	
20. Are you satisfied with the placement of your monitor and keyboard?	x	
21. Is it easy to read the text on your screen?	x	
22. Do you have a document holder?		x
23. Do you have enough leg room at your desk?	x	
24. Is the screen free from noticeable glare?	x	
25. Is the top of the screen eye level?	x	
26. Is there space to rest the arms while not keying?	x	
27. When keying, are your forearms close to parallel with the floor?	x	
28. Are your wrists fairly straight when keying?	x	

Alison Thomas
Employee's Signature

4-14-04
Date

Comments:

Rating Official's Signature

4-15-04
Date

Appendix B

EERE Flexiplace Agreement

(Regular or Medical)

(1) **Introduction:** This agreement is between the EERE employee Alison Thomas, routing symbol_EE-2L_and EERE. The agreement specifies the terms and conditions under which the employee will work at the alternate workplace specified below. This flexiplace agreement does not create an entitlement, but recognizes that flexiplace is an additional method EERE uses to accomplish work.

(2) **Type of Flexiplace:** ___x__ Regular (for bargaining unit employees only)
_____ Medical

(3) **Duration:** This agreement is effective 5-03-04 and will continue for 6 months.

(a) indefinitely for **regular** flexiplace participants contingent upon re-certification at the first annual performance appraisal following the date of this agreement and at least annually thereafter: or

(b) until _____ for **medical** flexiplace as confirmed by acceptable medical documentation. The employee may terminate this agreement at any time from the effective date by giving the employee's rating official notice and returning to the employee's duty station. To ensure that appropriate physical arrangements be completed at the employee's duty station, the employee should provide at least 30 days' notice of desire to terminate this agreement. Management has the right to terminate or modify this agreement at any time with 30 days' notice. Management will inform the employee of the reason for termination and will inform the employee of the right to grieve this termination under the appropriate grievance procedure.

(4) **Duty Station:** The employee's duty station is as follows: (location, routing symbol, telephone number):

_____

Washington DC, EE-2L, 202-586-2099

(5) **Flexiplace:** The employee's flexiplace site is as follows: (address, telephone number(s), e-mail address (if applicable))

Las Vegas, NV, cell phone 410-707-1130

(6) **Applicable Policy:** The employee agrees that all policies that apply to the employee at the employee's duty station apply to the employee at the flexiplace site. The employee is bound by the Standards of Conduct for Employees of the Executive Branch and the Department's supplement thereto while working at the flexiplace site. In addition, the terms of this flexiplace agreement and the EERE Flexiplace Handbook upon which the agreement is based also apply.

(7) **Responsibilities:** The employee will perform those work assignments (i.e., tasks and activities) agreed to with his/her rating official. The employee will ensure that the appropriate resources are available or accessible to perform those assignments at the flexiplace site (see B-1 attached). The employee will be reasonably accessible (e.g., either responding immediately to management's attempts to contact him/her or responding within the time expected if the employee were at the office) during agreed-upon hours of work (see A-2 the attached work schedule). The employee will safeguard and maintain DOE equipment and records, if any, used to perform work at the flexiplace site. If the flexiplace site is the employee's home, the employee will maintain it in a reasonably safe condition, keeping it hazard-free and normally free from distractions (see B-2 attached). **For medical flexiplace:** The employee will ensure that work products are safely conveyed between the flexiplace site and the office by using the following method(s)_____.

(8) **Time and Attendance:** The employee understands that his/her time keeper will be provided a copy of the employee's work schedule. Normal rules and procedures apply for authorizing, approving, earning, and using leave, overtime, and/or compensatory time, etc. The employee's time and attendance must be certified by the certifying official so that there is an accounting for all hours included in the work schedule. Time and attendance will be reported as though the employee were at the duty station. The employee will obtain approval in advance for any schedule change. Overtime will not be permitted except when expressly authorized and confirmed in writing in advance.

(9) **Direction to attend duty station:** The employee understands that, on rare occasions, if the employee's rating/reviewing official determines that issues at hand (e.g., need for face to face meetings or examination of materials that cannot be taken from the duty station) require the employee's presence, the rating/reviewing official may direct the employee to the employee's duty station on a day, or part of a day, that the employee would ordinarily be on flexiplace. Notice of this direction would be given as far in advance as possible. The employee further understands that he/she has no claim on another day during the current pay period or any other pay period to substitute another day or days on flexiplace.

(10) **Administrative Dismissals:** Administrative dismissals for employees who are working at a flexiplace site are based on the workplace affected by the dismissal and the employee's interactions with that workplace. The employee participating in flexiplace under the terms of this agreement understands that because the employee has been approved to work on tasks and activities that do not require interface with the workplace, if the employee's workplace is administratively dismissed, the employee may not be granted administrative leave if his/her duty station workplace is dismissed.

(11) **Pay, Leave, and Travel**: Pay, and travel entitlements are based on the employee's duty station. The flexiplace arrangement is not a basis for changing the employee's salary and salary-based benefits. The employee understands that if the flexiplace arrangement affects his/her eligibility for "unusual hours" parking in the Forrestal garage, pursuant to regulations for the garage, the employee will notify the parking administration function immediately. If the flexiplace arrangement lowers the cost of the employee's transit costs to any amount below $65 per month, the employee will notify the transit subsidy function immediately.

(12) **Work Assignments:** The employee is expected to perform the tasks and activities listed in the application for flexiplace (A-1 attached). Additions or changes to the tasks and activities listed are agreed upon as follows:

_____

_____

_____

(13) **Resources Provided**: EERE (has___has not_x_) provided surplus equipment or other EERE approved resources to the employee for the accomplishment of tasks and activities. The employee agrees that he/she will maintain all resources listed on the attached schedule (B-1). Problems with supplied equipment or software must be reported to 202-586-0388 and the employee's rating official. Employee-provided equipment is at the employee's expense, unless specifically authorized herein for medical flexiplace. Upon termination of this flexiplace arrangement, all supplied resources must be returned to EERE at the time of the employee's return to the duty station.

(14) **Use of Telecenter:** If the employee has been approved for flexiplace at a telecenter, they will abide by the regulations attendant to use of the center as delineated in the attachment which is incorporated in this agreement (Appendix G).

(15) **Performance:** The employee understands that the same elements, tasks and levels of performance apply while on flexiplace as at the employee's duty station.

(16) **Expenses:** Flexiplace participants will be provided surplus equipment only, and the repair services of such equipment at DOE Headquarters. EERE will also provide telephone troubleshooting by the Information Technology Hotline Support Staff. However, additional resources for **medical** Flexiplace only may be provided based on the availability of funding, and the specific circumstances of the **medical** Flexiplace. EERE will not cover any other costs associated with working from a remote location, including but not limited to telecenter fees, installing telephone lines, new purchases of computer and telecommunication equipment, new Internet Service Provider fees, Phone Access Lookup (PAL) accounts, making calling cards available, etc.

(17) **Liability:** The employee understands that he/she assumes full responsibility for any damage to personal or real property that may occur as a result of the employee's working at the flexiplace site, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. The employee

understands that if he/she is injured during authorized hours of work at the flexiplace site, the employee is covered by the Federal Employee Compensation Act (workers' compensation). The employee must notify his/her rating official immediately of any accident or injury that occurs at the flexiplace site and complete any required forms. Officials of the Headquarters Executive and Personnel Services, at the request of the Department of Labor, and may investigate such a report immediately. If the employee wishes more information on liability, she/he understands that this may be obtained from the Office of General Counsel, Assistant General Counsel for General Law.

(18) **Inspections : Bargaining unit employees agree to the following: To ensure that Information Systems and sensitive information procedures are in place at the alternate work sites, EERE may inspect the employee's work site with twenty-four (24) hours' notice to the employee. The notice will include the date and approximate time of arrival, the number of management officials coming to the site, the estimated duration of the inspection and other appropriate information. The employee may arrange for an NTEU representative to accompany the manager to the inspection.**

Non-bargaining unit employees agree to the following: that the same provisions apply to the non-bargaining unit flexiplace participant as to the bargaining unit flexiplace participant. The inspections are designed to ensure proper use, maintenance, and accountability of EERE's property; to ensure that information is being protected; to confirm conformance with any safety standards; and to investigate serious injury or significant property damage. When an employee is suspected of a security violation, an inspection may by unannounced during the employee's scheduled hours of work.

(19) **Effect of Failure Fulfill the Terms of This Agreement:** This agreement will be terminated if the employee fails to fulfill its, or any amendment to its, terms. The employee will be given the right to grieve termination of the agreement. 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 the employee's security clearance, if appropriate.

(20) **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. I understand that I will be informed of these changes. In the event of such changes, I agree that this agreement will be subject to them.

Alison Thomas 4-14-04

Employee's Signature Date

4-15-04

Rating Official's Signature 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. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of an alternative workplace other than the regularly assigned location and will result in the applicant for flexiplace 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. The official copy of this agreement is maintained in the Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

****

Attachments:

Approved Application/Tasks and Activities/Work Schedule (A-1 and A-2)
List of Resources for Alternative Workplace (B-1)
Self-Certification Safety Checklist (B-2)
Medical Documentation - medical flexiplace only

Distribution of Entire Agreement:

Original	-Employee's Official Personnel File
Copy to	-Employee
	-Rating Official
	-Flexiplace Coordinator

Distribution of Work Schedule: - Time Keeper.