

The following constitutes agreement between the Department of Veterans Affairs (Management) and the American Federation of Government Employees, AFL-CIO, National VA Council (Union) concerning **VA Directive 5368 and VA Handbook 5368, Alternative Workplace Arrangements (Flexiplace)**

### General

The Department and the National VA Council jointly recognize the mutual benefits of a flexible workplace program to the Department and its employees. Balancing work and family responsibilities, assistance to the elderly of disabled employees, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Department to accomplish its mission. The Department Flexiplace Program will be governed by applicable law, Governmentwide rules and regulations.

Any Flexiplace Program established will be a voluntary program which permits employees to work at home or at other approved sites away from the office for all or a part of the workweek.

### Definitions

A. **Flexiplace** is defined as a voluntary program which enables employees to periodically perform specific assignments at an alternative duty station with supervisory approval. "Flexiplace" differs from the "Work-at-Home" Program in that "Flexiplace" is intended to cover specific short-term assignments and is not designed primarily to accommodate an employee's temporary personal or family medical needs.

B. **Alternate Duty Station (ADS)** is defined as a specific room or area within an employee's primary residence (home) or established Department satellite location.

### Criteria

All employees who meet the criteria below are eligible to participate in the Program:

- A. The employee volunteered (or concurred with the supervisor's recommendation) to perform work at the ADS>
- B. The employee has a fully successful or better rating of record.
- C. The employee has work space and utilities at home suitable for performing work.
- D. The employee is willing to sign and abide by the Flexiplace Program Agreement concerning participation in the Flexiplace Program (See section below for details).

### Flexiplace Program Agreement

Prior to participating in the Flexiplace Program, employees will be required to complete, on a one-time basis, a Flexiplace Program Agreement. However, a new Flexiplace Program Agreement must be completed if significant changes occur (e.g., change in ADS address/location, change in supervisor, and/or change in official duty station). This Agreement will provide employees with sufficient information concerning the Flexiplace Program so as to make an informed decision as to whether or not they wish to participate. This information will include:

1. Privacy Act/security provision;
2. Personal and financial liability;
3. Leave rules and overtime;
4. Time and attendance requirements; and
5. Project guidelines and related material.

Employees will signify that they have volunteered to participate in the Flexiplace Program and will abide by the Flexiplace provisions by signing and dating the Flexiplace Program Agreement.

### Flexiplace Program Work Assignment Request

The employee will submit a separate request for each specific assignment to be performed at the ADS. The request will describe the nature of the duties to be performed and the specific day(s) involved. The request will be submitted to the supervisor for approval. The supervisor will document approval or denial of the request as soon as possible. Supervisory documentation will be provided prior to the time requested away from the worksite. Employees must make the request to work at the ADS as least one workday in advance; however, this time frame may be waived at the discretion of the supervisor. If the assignment is initiated by the supervisor, and the employee concurs, the employee is still responsible for submitting a Flexiplace Program Work Assignment Request.

The criteria for approving a request work at the ADS shall be based on the following:

1. The work is portable, may be performed away from the official worksite either in whole or part, and can be evaluated by the supervisor.
2. The employee's absence from the worksite would not unduly interrupt facility operation.

### Removal from Program

The Department may remove an employee from the Flexiplace Program based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement and/or a decline in overall performance below fully successful level. Normally, employees will not be removed from participation for single, minor infractions of Flexiplace Program requirements. Supervisors will make a bona fide effort to counsel employees about specific problems before effecting removal. When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for removal. The employee may reapply for Flexiplace program participation thirty(30) calendar days after removal from the Program, provided that their performance is at least fully successful.

### Problems Affecting Work Performance

Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the ADS. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.

### Hours of Work and Leave

Employees performing work at the ADS are subject to the same maximum workday limits as they would be if they were performing work at the official duty station. Employees performing work at the ADS are not authorized to work overtime or official compensatory time, except in special circumstances (e.g., to meet priority needs of the Department). In these situations, prior approval must be obtained from the Facility Director or work unit supervisor (or equivalent). Employees are not authorized to work credit hours at the ADS.

Employees performing work at the ADS will follow established procedures for requesting and obtaining approval of leave.

Emergency Closing/Late Openings/Early Dismissals

On a day when an employee is scheduled to work at the ADS and their official duty station facility is closed for all or part of a day, the following rules apply:

- 1. Full Day Closing. The employee is not required to perform work at the ADS. However, if the employee voluntarily chooses to perform any work at the ADS, they are not entitled to additional compensation, such as overtime, compensatory time, credit hours, etc.
- 2. Late Openings. On a day when an employee is schedule to work at the ADS and their official duty station facility opens late, the employee is entitled to the exact amount of excused absence the employee would have received if scheduled to work at the official duty station.
- 3. Late Arrivals and Early Dismissals. On days when a late arrival or early dismissal occurs, the employee is required to perform their full ADS schedule if located at home.

Telecommuting Centers

The parties agree to discuss the feasibility of telecommuting centers.

Emergency Situations

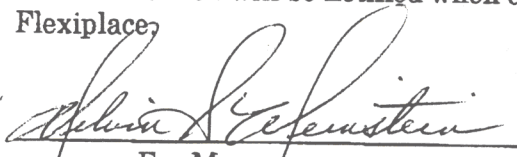
In the event of a local emergency situation that adversely affects employee's ability to commute to the workplace (e.g., transit strike, natural disaster), the parties agree to meet immediately to discuss possible temporary Flexiplace arrangements for affected employees.

Evaluation of Program

The parties agree to meet six (6) months after the implementation of this Agreement to assess any concerns relevant to employees working at their residence, e.g., availability of lap-top computers, etc.

Union Notification

The local Union will be notified when employees are placed in Flexiplace and taken off Flexiplace.

  
 For Management

  
 For Union

August 27, 1996  
 Date