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Article 42

FLEXIPLACE/TELEWORK

Section 1. Introduction

The parties agree to administer a positive work culture and environment program that will assist the Agency in maintaining a productive and quality workforce. This Flexiplace/Telework Program will serve as a recruitment and retention tool to allow participants the opportunity to meet their responsibilities between work and home life demands, negate commuting problems, improve productivity and morale and contribute to a cleaner environment.

Section 2. Flexiplace/Telework Policy

Flexiplace/Telework is defined as a program designed to permit employees to perform Agency-assigned work at a management-approved Alternative Duty Station (ADS). Flexiplace/Telework may also be utilized for Union representatives to conduct representational responsibilities at an ADS which is defined as the Union representative's home by using the procedures for irregular/episodic

22 **basis although the Union representational activities may be performed**
23 **on a weekly basis.**

24

25 **An ADS is defined as a work site that is not a part of the employee’s**
26 **regular Agency space. An ADS will generally be in the employee’s**
27 **home, but may be at another location.**

28

29 **Work performed under a Flexiplace/Telework arrangement may be on a**
30 **regular basis or on an irregular/episodic basis. Regular basis is**
31 **defined as an ongoing work schedule in which the employee works**
32 **from two (2) up to four (4) days per week at the ADS. Permanent part-**
33 **time employees or employees participating in both Flexiplace/Telework**
34 **and a Flexible Work Arrangement (FWA) (5/4/9 or 4/40) must work at**
35 **their permanent duty station at least two (2) days per week. Irregular/**
36 **episodic basis is defined as a limited period of time during which the**
37 **employee works on a specific assignment up to five (5) days per week**
38 **at the ADS.**

39

40 **A. Requests**

41

42 **1. Regular Basis**

43

44

Employees will have a one (1) month request period beginning

45

two (2) months before the start of the next Flexiplace/Telework

46

period (i.e., February is the employee’s request period for the

47

April through September Flexiplace/Telework period, August is

48

the request period for the October through March

49

Flexiplace/Telework period).

50

51

Each employee requesting to work under Flexiplace/Telework

52

must complete and submit Exhibits 1 and 2 to his/her supervisor

53

during a request period. Generally, the Work Plan (Exhibit 2) will

54

be developed jointly by the employee and supervisor. The

55

supervisor will act on these requests as soon as possible, but no

56

later than fifteen (15) calendar days following the requesting

57

periods. Employees will not have to submit future requests once

58

their original request has been approved, unless it is to change

59

their schedule.

60

61

2. Irregular/Episodic Basis

62

63 **Employees may also request, at anytime, to work at an ADS on**
64 **an irregular/episodic basis to work on a specific assignment(s).**
65 **The employee must complete Exhibits 1 and 3 and submit them**
66 **to his/her supervisor. The supervisor will act on these requests**
67 **as soon as possible, but no later than seven (7) calendar days**
68 **following receipt of the request.**

69

70 **B. Eligibility**

71

72 **Participation will be voluntary and employees may withdraw from**
73 **the program at any time with notice to their immediate manager.**
74 **All employees who meet the following criteria are eligible to**
75 **participate in Flexiplace/Telework.**

76

77 **1. The employee is in good standing (i.e., has a fully**
78 **successful/pass or better performance rating) and is not**
79 **on a Performance Assistance Plan (PAP) or Performance**
80 **Enhancement Plan (PEP).**

81

82 **2. The employee is not on a formal sick leave restriction.**

83

- 84 **3. The employee is not in a probationary period or formal**
85 **training status (formal training status does not include the**
86 **normal progression of an employee through a career**
87 **ladder).**
- 88
- 89 **4. The employee’s assigned work can be performed, either in**
90 **whole or in part, at the ADS without impairment to the mission**
91 **of the office. This determination may include consideration of**
92 **such factors as:**
- 93 ■ **the nature and content of the work and the procedures**
94 **by which the Agency-assigned work is being**
95 **performed;**
 - 96 ■ **the availability of necessary equipment and**
97 **technologies;**
 - 98 ■ **no undue interference at the ADS which could impair**
99 **productivity.**
- 100
- 101
- 102 **5. The employee has and can maintain the necessary ADS work**
103 **space, utilities, equipment and reference materials suitable for**

104 **the work to be performed at the designated ADS as specified**
105 **in the Flexiplace/Telework Program Agreement (Exhibit 1).**

106

107 **6. The employee is willing to sign and abide by the conditions**
108 **outlined in the Flexiplace/Telework Program Agreement**
109 **(Exhibit 1).**

110

111 **7. A mutually agreed to work plan is completed and signed by**
112 **the employee and manager.**

113

114 **C. Staff Coverage**

115

116 **The Agency-assigned functions, the nature of the work to be**
117 **performed, and the types of positions can significantly vary from**
118 **office to office. Therefore, the need for staff coverage onsite at**
119 **the official duty station on any given day may vary from office to**
120 **office.**

121

122 **Based on employee requests for participation in the**
123 **Flexiplace/Telework Program, if Management believes that staff**
124 **coverage will not be adequate on any given day, Management will**

125 **meet with the affected employees to try and resolve scheduling**
126 **conflicts. If no agreement can be reached, Management will**
127 **make decisions on which employees may work at the ADS based**
128 **on the most senior Service Computation Date, for the position.**

129

130 **D. Approval**

131

132 **Employee requests that meet the requirements of this Article will**
133 **be approved. Managers may approve ADS requests that depart**
134 **from the requirements to meet special circumstances or needs of**
135 **the employee or the office.**

136

137 **E. Temporary Schedule Changes**

138

139 **Employees may be required to report to their official duty station**
140 **for previously scheduled training, conferences, other meetings,**
141 **or to perform work on a short-term basis that cannot otherwise**
142 **be performed at the ADS or accomplished via telephone or other**
143 **reasonable alternative methods.**

144

145 **F. Call Backs**

146

147 **Employees may also be required to report to their official duty**
148 **stations for emergency operational exigencies to perform**
149 **Agency work which cannot otherwise be performed on another**
150 **workday, at the ADS, via telephone, or other reasonable**
151 **alternative methods. In such cases, employees will be provided**
152 **reasonable advance notice and be provided a reasonable time to**
153 **report. Employees should make every effort to report as soon as**
154 **possible. Normally, the employee will be permitted up to two (2)**
155 **hours to report to his/her official duty station.**

156

157 **G. Changes**

158

159 **Management will allow employees to change their**
160 **Flexiplace/Telework days when the conditions in Sections E and/or**
161 **F above apply. An employee may change his/her**
162 **Flexiplace/Telework days with the approval of Management.**

163 **H. Removal**

164

165 **1. Management will remove an employee from the**
166 **Flexiplace/Telework Program if he/she no longer meets the**

167 **eligibility requirements listed above in Section B. Once**
168 **eligibility requirements are again met employees can reapply**
169 **at the next regular request cycle.**

170

171 **2. Management may remove an employee from the**
172 **Flexiplace/Telework Program due to any of the following:**

173

174 - **the employee's failure to adhere to the requirements**
175 **specified in the Flexiplace/Telework Program Agreement**
176 **and/or the Flexiplace/Telework Program Work**
177 **Plan/Request.**

178

179 - **the employee has proven to be non-accessible for**
180 **coverage requirements while working at the ADS.**

181

182 - **misconduct in connection with the employee's job**
183 **performance.**

184

185 **Managers will make a bona fide effort to counsel employees**
186 **about specific problems before effecting removal in**
187 **appropriate situations.**

188

189 **When a decision is made to remove an employee from the**
190 **Flexiplace/Telework Program, the employee must be given**
191 **written notice indicating the reason(s) for removal, using the**
192 **format in Exhibit 4. When an employee is removed from the**
193 **program under b. above, he/she may reapply for**
194 **Flexiplace/Telework Program participation at the first regular**
195 **request cycle following one year after removal from the program.**
196 **Management will consider individual circumstances when**
197 **considering the effective date of removal from the program.**

198

199 **I. Problems Affecting Work Performance**

200

201 **Employees will promptly inform managers whenever any**
202 **problems arise that adversely affect their ability to perform work**
203 **at the ADS so management can take appropriate action.**

204 **Examples could include situations such as equipment failure,**
205 **power outages, telecommunications difficulties, etc.**

206

207 **J. Hours of Work and Leave**

208

209 **Employees performing work at the ADS are subject to the same**
210 **workday requirements as they would be if they were performing**
211 **work at the official duty station. Credit hours will be recorded**
212 **using existing sign in/out procedures. Overtime will be recorded**
213 **on the overtime roster.**

214
215 **Employees performing work at the ADS will follow established**
216 **procedures for requesting and obtaining approval of leave,**
217 **consistent with the National Agreement. Time and attendance**
218 **procedures will be consistent with normal office practices.**

219
220 **K. Travel Reimbursement**

221
222 **Employees will be reimbursed for official travel consistent with**
223 **Federal Travel Regulations. Transportation between the ADS and**
224 **the official duty station is considered commuting and does not**
225 **entitle the employee to reimbursement for official travel.**

226
227 **L. Emergency Closing/Late Openings/Early Dismissals**

228

229 **On a day when employees are scheduled to work at their ADS**
230 **and their official duty station is closed for all or part of a day, the**
231 **employee(s) are only required to work the number of hours that**
232 **they would have worked at the official duty site. For example, if**
233 **employees working at the official duty site are given two hours of**
234 **administrative leave for a delayed opening, employees at ADS**
235 **sites will also be given two (2) hours of administrative leave. If**
236 **employees voluntarily choose to perform any work at the ADS**
237 **during hours for which administrative leave is offered, they are**
238 **not entitled to overtime, compensatory time, or credit hours.**

239

240 **M. Equipment and Support**

241

242 **The Agency will provide the employee with a computer,**
243 **government-issued telephone calling card, and all other**
244 **appropriate office equipment and supplies. The Agency will**
245 **provide connectivity to SSA’s mainframe/network system for**
246 **employees to perform their assigned duties while at the ADS.**
247 **This will include issuing VPN and Aircards to these employees.**

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EXHIBIT 1

**AFGE/SSA
FLEXIPLACE/TELEWORK PROGRAM AGREEMENT**

The following constitutes an agreement between the Social Security Administration (SSA), and _____ under the terms (Name of Employee) and conditions of the Flexiplace/Telework Program.

The employee's participation in this program is voluntary. The Agreement is in effect until canceled by either the employee or the immediate manager. The employee may withdraw from the program at any time.

1. The address and phone number of the employee's alternate duty station (ADS) is:

271 **Telephone # _____**

272

273 **The ADS location will not be changed without prior approval of the**
274 **immediate manager.**

275

276 **2. The ADS has adequate workspace, equipment (e.g., computer, printer,**
277 **etc.), light, basic telephone service, power, smoke alarms/fire extinguisher,**
278 **and security.**

279

280 **3. The employee will be responsible for operating costs or any other**
281 **incidental costs (e.g., utilities such as electric, gas, telephone, insurance)**
282 **associated with the use of the ADS, unless the costs are the result of**
283 **maintenance of government owned equipment. The employee does not**
284 **relinquish any entitlement to reimbursement for appropriately authorized**
285 **expenses incurred while conducting business for the Agency as provided**
286 **for by law and implementing regulations.**

287

288 **4. The employee has no undue interference at the ADS that could impair**
289 **his/her productivity. The employee may not use duty time for providing**
290 **dependent care or any other purpose other than for performing Agency-**
291 **assigned work. If dependent care is an issue, the Agency may require**

292 **evidence of “other care” during the time the employee is performing**
293 **Agency-assigned work at the ADS.**

294

295 **5. The employee will follow Management guidance on proper sanitation**
296 **procedures for computer equipment, written documents, etc. The**
297 **employee is responsible for removal of SSA data from equipment and**
298 **documents that would be turned over to a third party. The employee will**
299 **ensure that Government records in his/her possession are safeguarded**
300 **and protected from unauthorized access, theft and damage in accordance**
301 **with established SSA guidance and requirements.**

302

303 **6. Employees performing work at the ADS are subject to the same maximum**
304 **workday limits and starting and ending times as they would be if they were**
305 **performing work at the official duty station. The employee's official daily**
306 **tour at the ADS will be the same as that at the official duty station; i.e., the**
307 **employee's approved starting time at the official duty station will be the**
308 **approved starting time at the ADS.**

309

310 **7. The employee's time and attendance for work performed at the ADS will be**
311 **recorded in a manner consistent with normal office practices.**

312

313 **8. Consistent with the National Agreement, the employee will follow**
314 **established procedures for requesting and obtaining approval for leave at**
315 **the ADS.**

316

317 **9. Employees performing work at the ADS on a regular basis and their**
318 **immediate manager will jointly develop a Work Plan and participation in**
319 **the program is contingent on mutual agreement. (See Exhibit 2).**

320

321 **10. Only with just cause may Management require a visit to the**
322 **Flexiplace/Telework worksite (defined as the actual location where the**
323 **employee performs work). The visit will be scheduled in advance, with at**
324 **least twenty-four (24) hours advance notice to the employee and the**
325 **Union. The Union will be afforded the opportunity to accompany**
326 **Management at Management's expense. The Management official**
327 **conducting the home visit should be of at least supervisory level.**
328 **Management will not inspect/observe any other room or non-work space in**
329 **the residence.**

330

331 **11. The Government will not be liable for damages to an employee's personal**
332 **or real property during the course of performance of official duties or while**
333 **using Government equipment at the employee's ADS, except to the extent**

334 **the Government is held liable by the Federal Tort Claims Act claims or**
335 **claims arising under the Military Personnel and Civilian Employees Claims**
336 **Act.**

337

338 **12. The employee is covered under the Federal Employee's Compensation Act**
339 **if injured in the course of actually performing official duties at the ADS.**
340 **Any accident or injury occurring at the ADS must be brought to the**
341 **immediate attention of the manager. Because an employment-related**
342 **accident sustained by an employee during a Flexiplace/Telework Program**
343 **assignment will occur outside the premises of the official duty station, the**
344 **Agency must investigate all reports immediately following notification.**
345 **The provisions of the National Agreement apply to all ADS-related on-the-**
346 **job injuries.**

347

348 **13. The terms of the National Agreement continue to apply to the employee at**
349 **the ADS.**

350

351 **Signature of Employee**

Date

352

353 **Signature of Immediate Manager**

Date

354

EXHIBIT2

355

356

SSA/AFGE

357

FLEXIPLACE/TELEWORK PROGRAM WORKPLAN /REQUEST

358

359 **Note: This workplan is to be completed jointly by the employee and**
360 **immediate manager. The work plan will be updated as necessary.**

361

362 **1. The employee's assignments and priorities (if applicable) are as**
363 **follows:**

364

365

366

367

368

369

370 **2. The employee requests to perform work at the ADS on the following**
371 **day(s) of each pay period (circle as appropriate):**

372

373

First week: Mon. Tues. Wed. Thurs. Fri.

374

42

395

EXHIBIT 3

396

SSA/AFGE

397

FLEXIPLACE/TELEWORK EPISODIC PROGRAM WORK ASSIGNMENT REQUEST

398

(A separate request must be completed for each assignment)

399

400

TO:

401

(Name of Immediate Manager)

402

403

FROM:

404

(Name of Employee)

405

406

SUBJECT: Request to Perform Episodic Work at My Alternative Duty

407

Station (ADS) as Part of SSA's Flexiplace Program

408

409

I am requesting to work at my ADS as indicated below:

410

Date(s)	Starting Time	Ending Time

411

42

412 **Description of Assignment:**

413 _____

414 _____

415

416 _____

417 **Signature of Employee** **Date**

418 _____ **Approved** _____ **Disapproved (reasons stated below)**

419 _____

420

421 _____

422 **Signature of Manager** **Date**

423

424

425

426

427 **NOTE: Both the employee and the manager should maintain a copy of this**
428 **request.**

429

430

431

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435

EXHIBIT 4

436

SSA/AFGE

437

NOTICE OF REMOVAL FROM FLEXIPLACE/TELEWORK

438

PROGRAM PARTICIPATION

439

440

TO: _____

441

(Name of Employee)

442

FROM: _____

443

(Name of Immediate Manager)

444

SUBJECT: Removal of Employee Participation in SSA's Flexiplace/Telework

445

Program

446

447

I am rescinding your participation in SSA's Flexiplace/Telework Program effective

448

_____. **The reason(s) for my decision is/are as follows:**

449

450

451

452

453

You may reapply for participation in the Flexiplace/Telework Program as specified

454

in the National Agreement.

455

456

Signature of Immediate Manager

Date

457

458

Signature of Employee

Date

459

(Signature does not imply agreement)