

ARTICLE 19--FLEXIPLACE

Section 1 - 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 or 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, and this Article.

Any Flexiplace Program established under this Article 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.

Section 2 - Definitions

A. "Flexiplace" is defined as a voluntary program which enables employees to periodically or permanently perform specific assignments at an Alternate Duty Station (ADS) with supervisory approval.

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

Sections 3 - 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 successful/satisfactory 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 4 of this Article for details).

Section 4 - Flexiplace Program Agreement

A. 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.

B. 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.

Section 5 - Flexiplace Program Work Assignment Request

A. 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 at 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 in addition to signing the Flexiplace Program Agreement described in Section 4 of this Article.

B. The criteria for approving a request to 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, and
2. The employee's absence from the worksite would not unduly interrupt facility operation.

Section 6 - 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 the 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 successful/satisfactory.

Section 7 - 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.

Section 8 - 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 official duty station, consistent with Article 32, Time and Leave. Employees performing work at the ADS are not authorized to work overtime or official compensatory time, except in special circumstances for example, to meet priority needs of the Department. In these situations, prior approval must be obtained from the facility Director (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, consistent with Article 32, Time and Leave.

Section 9 - 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:

A. **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, the employee is not entitled to additional compensation such as overtime, compensatory time, or credit hours.

B. **Late Openings.** On a day when an employee is scheduled to work at the ADS and the employee's 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 consistent with Article 32, Time and Leave. In this situation, the voluntary work provisions in Paragraph A of this Section apply.

C. **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.

Section 10 - Telecommuting Centers

The parties agree to discuss the feasibility of telecommuting centers.

Section 11 - Emergency Situations

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

Section 12 - 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 such as availability of lap-top computers.

Section 13 - Union Notification

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

**Master Agreement
between the
Department of Veterans Affairs
and the
American Federation of
Government Employees**



1997



**Department of
Veterans Affairs**