

**REQUEST AND AGREEMENT TO PARTICIPATE IN FDA'S FLEXIBLE  
WORK PLACE PROGRAM**

TO: Authorizing Official

THROUGH: (Name, Designated NTEU Official)

SUBJECT: Request and Agreement to Participate in the FDA Flexible Work Place Program

I wish to participate in the flexible work place program pursuant to Article 26, Flexible Work Place Program, of the Collective Bargaining Agreement between the FDA and NTEU. I have read and understand the provisions of Article 26.

Employee's Name: \_\_\_\_\_  
(First) (Last) (Middle Initial)

Position Title: \_\_\_\_\_

Grade, Series, and Pay Plan: \_\_\_\_\_

NATURE OF REQUEST (Include all information necessary to evaluate the request, as applicable.)

1. If your request is for reasons of disability or illness, please attach medical documentation and/or other relevant information, and indicate the estimated duration of the illness or disability.
2. Describe what arrangements you have made for the care of young children and other dependents, if applicable.
3. Indicate the expected duration of the flexible work place agreement in weeks or months and state the days and hours per week you wish to work away from your official duty station.
4. Specify where you would like to work off site: (e.g., home or at a telecommuting center.)
5. Describe the nature and content of the work you could perform.
6. Identify any equipment or services you would need to successfully perform work at the alternative work site.

### FLEXIBLE WORKPLACE AGREEMENT

The following constitutes an agreement between:  
(Office/Center/District) \_\_\_\_\_ and (Employee) \_\_\_\_\_  
of 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/Center/District) concurs with employee participation and agrees to the applicable guidelines and policies.
2. Employee agrees to participate beginning \_\_\_\_\_.
3. Employee's official tour of duty will be from: \_\_\_\_\_ to: \_\_\_\_\_.  
(including a on half-hour non-paid period if appropriate) on \_\_\_\_\_ through \_\_\_\_\_  
(e.g., 8 a.m. to 4:30 p.m. on Monday through Friday). Flexible Schedule will be from:  
\_\_\_\_\_ to \_\_\_\_\_ (including a one-half hour non paid lunch period if  
appropriate) on the following days: \_\_\_\_\_.
4. Employee will report to the official duty station on the following days:  
\_\_\_\_\_.
5. Employee's official duty station is: \_\_\_\_\_. The alternative 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 entitlement will be  
based on the employee's official duty station.

Description if 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.; and security-related equipment such as locked file cabinet and smoke  
detectors): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. 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.
7. Employee may continue working any flexitime, maxiflex, or compressed work schedule  
already in place in accordance with his/her organization-specific 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 worksite or with work  
contacts in other locations. Employee may earn, with prior supervisory approval, credit time.

8. 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.
9. Employee will continue to work in pay status while working at his/her approved worksite. 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.
10. 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.
11. 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 worksite at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and worksite conformance with safety standards and other specifications in these guidelines. This inspection may be delayed up to one (1) additional day so the employee can obtain a Union representative to attend, if desired.
12. 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 arising under the Military Personnel and Civilian Employees Claim Act.
13. 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 residence is approved as the alternate worksite. 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.
14. 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.
15. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
16. 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.

**ATTACHMENT 26-1 (Continued)**

17. Employee's job performance will be appraised in accordance with his/her performance plan.
18. Employee's most recent performance rating of record must at least be "Meets Performance Measures" before participation in a flexible work arrangement may be approved.
19. 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).
20. 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.
21. The Employer may terminate participation in FWAP at any time. Management may remove the employee from the program for such reasons as:
  1. Failure to continue to meet the criteria listed in Section 4 above;
  2. Failure to adhere to the provisions of the agreement;
  3. Failure to accurately and truthfully report time worked;
  4. Organizational exigencies that impact on the mission of the Employer, and require the employee to perform work at the official duty station;
  5. For misconduct in connection with the employee's obligations under the flexible work place program; and
  6. Verifiable information that has been shared with the employee indicating customer dissatisfaction with the employee's performance or conduct.
22. 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, e.g., 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.
23. 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.)
24. If any government-owned computer equipment, software and/or peripherals are to be used at 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.

- 25. All Government-provided equipment will be used in accordance with the FDA Policy on Use of Government Electronic Equipment and Systems.
- 26. The standards of conduct continue to apply to employees at their alternate duty station.
- 27. At specified intervals, the supervisor and the employee will conduct an evaluation that summarizes the flexible workplace impact on the office, the employee, the supervisor, and other organizational elements.

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|---|------|
| Employee  | Date |
| Concurrence, if appropriate                               | Date |
| Approving Official  | Date |
| Office/Center Flexible Workplace Arrangements Coordinator | Date |