

U.S. Department of Labor
Negotiated Agreement on Flexiplace (Telecommuting)
Article 28

Section 1- Purpose

The NCFLL and the Department recognize circumstances where it is mutually beneficial for employees to perform work at sites other than the traditional office or at locations other than where typical field work is performed. Such circumstances include, but are not limited to, accommodation of special needs, disabilities, energy or environmental conservation, savings in commuting costs, the need for an uninterrupted work environment, cost or space savings, or better geographic coverage for agency mission. Employees and their supervisors may make Flexiplace arrangements for purposes of promoting the efficiency of the government and fostering a family friendly DOL. While Flexiplace is not intended to be a substitute for family care, it may enhance the quality of family life through savings in commuting time. Flexiplace must be voluntary and consistent with mission accomplishment and customer service.

Section 2 - Types of Arrangements

There are two basic types of Flexiplace arrangements.

- a. Informal arrangements are episodic in nature, requiring agreement between employees and their supervisors; however, no written agreements are required.
- b. Formal arrangements are more permanent in nature, and include Telecommuting Centers or Home-office sites. These require a written agreement. Trial periods may be utilized to determine the practicality of long term formal arrangements.

Section 3 - Eligibility and Applications

Both parties anticipate that the predominant use of Flexiplace will be informal or episodic. When employees wish to participate in formal programs, they will apply to their respective supervisor(s) who will evaluate requests by considering aspects such as:

- Whether the employee's work can be performed at an alternate work site.
- Cost of such arrangement.
- Technological and equipment needs.
- Communication needs.

Employees are encouraged to seek guidance and advice from their designated steward when requesting to participate in the formal Flexiplace program. The designated steward shall be notified before a written agreement is finalized. Management will notify the NCFLL at the tri-annual meetings of the names of the individuals approved for formal Flexiplace arrangements and the effective dates.

If the supervisor and employee agree to a formal program, the specifications of the agreement will be reduced to writing and signed by both. If consensus cannot be reached, the supervisor will explain the reason(s) for denial.

Pre-existing Flexiplace arrangements should be brought into conformance with the requirements of this article.

Section 4 - Recall

Employees participating in Flexiplace programs must be accessible and available for recall to their regular offices for a variety of reasons. Employees may be called back for emergencies or new work assignments.

A recall is not a termination of the Flexiplace arrangement.

Section 5 - Consideration for formal programs

Supervisors shall consider aspects such as:

- (1) Whether the work can be performed at the proposed site and whether the arrangement would be consistent with the mission of the agency.
- (2) Costs of such arrangements.
- (3) Existing performance, conduct, or leave restriction situations.
- (4) Technology requirements.
- (5) Office coverage, access to the customer, team involvement, and access to the supervisor.

Section 6 - Termination of Agreements

A. Supervisors may terminate agreements whenever:

- (1) The arrangement no longer supports the mission.
- (2) Performance standards are not being met or conduct is unacceptable.
- (3) Normal production and quality of work are not being maintained.

- (4) Costs of the agreement become impractical.
 - (5) Technology changes require return to the regular office.
 - (6) Reassignment causes a change of work.
 - (7) Employees do not conform with the terms of their agreement.
- B. Management will attempt to provide appropriate advance notice of the termination of an agreement to the extent practicable.
 - C. Employees may voluntarily terminate participation in Flexiplace arrangements at any time; however, employees may be expected to continue working at home offices or Telecommuting centers for a reasonable period to allow management time to arrange a work station.
 - D. Termination of agreements may necessitate shared work stations in the regular office or reassignment to another office.

Section 7 - Pay Status

- A. Overtime and night pay differential agreements will conform to regulations and this contract. Employees will not perform overtime or night work at alternate work sites without prior approval.
- B. Agreements will conform with time and attendance regulations and this contract. Hours of work will be described in formal agreements. Agreements may conform to the flexitime plan for the office and will conform to the contract.

Section 8 - Dispute Resolution

Supervisors and employees are expected to resolve disputes related to the Flexiplace program informally.

Disputes related to denial of participation, recall, or termination of agreements that cannot be resolved informally will be submitted in writing directly to the Regional head of the Agency.

The Regional head of the Agency will hold a face-to-face meeting with the employee and his/her union representative within 5 working days to hear the appeal of actions taken by management.

The Regional head of the Agency will make a written determination to all parties within 2 working days after the meeting.

Time extensions and alternatives for face to face meetings will be made by mutual consent of the union and the Regional head of the Agency.

The Regional head of the Agency's decision is final and binding.

Bargaining History

The parties agreed that a viable Flexiplace program had to promote the mission of the Agency, maintain the present level of customer satisfaction, and preferably be cost neutral. There was discussion among the parties that the program cost could be off-set by replacing presently rented work space with the Flexiplace location. Both parties felt the Flexiplace program provided an opportunity to foster family work arrangements and increase employee morale .

The parties agreed that the Flexiplace program had a natural line of delineation that separated the formal arrangement from an informal (episodic or ad hoc) arrangement. There was a consensus that each program must have its own identity for the purpose of clarity and implementation.

The informal or episodic program is temporary in nature, requires little to no cost and has been in use in some agencies for several years. Episodic arrangements will be informal in nature, thus extensive guidelines will not be established. The formal Flexiplace program will serve as a reference to provide guidance for episodic agreements.

The formal Flexiplace arrangement is a structured program, not a work schedule. Therefore, definitive guidelines are established to ensure that the employee understands his/her personal commitment and the Agency's expectations for the program to be a success. A written agreement will be developed by the applicant and the supervisor prior to the Flexiplace program being implemented. This agreement will define the work at the traditional work site and the Flexiplace site, employee accessibility, communication lines, necessary equipment and technology needs, and other specific concerns of the employee and supervisor.

Several items relating to the establishment of a permanent Flexiplace program were discussed during the bargaining session. Major concerns focused on the compatibility of the employee and his/her position with the program, logistical and personal issues at the Flexiplace site, and the impact of terminating the Flexiplace program.

The parties agreed that it was important for the employee to understand that the formal Flexiplace program is a not an entitlement, but rather an individualized structured program with a formal written agreement. It was agreed that the applicant's work had to be portable in some

respect to be compatible with the program and that the Flexiplace program had to maintain at least the same level of Agency competency and customer satisfaction. All agreed that a candid informational exchange had to occur at the supervisor/applicant level in order to ensure that the employee did not become involved in a program that would inhibit the person's ability to adequately perform the required duties and impact negatively on the employee or the Agency.

The parties agreed that the Agency's decision regarding purchase of equipment, release of leased work space and rearrangement of assignments must be understood by the applicant so that the long-term ramifications can be factored into the employee's decision to enter the program. The applicability of the Flexiplace program to employees with disabilities was discussed and the parties agreed that this program could be of benefit to these employees.

There was mutual agreement that technology must be available to support the Flexiplace program in order for the Department to achieve its mission. The parties agreed that the Department would not necessarily make additional equipment/technology purchases for the purpose of facilitating the Flexiplace program.

The availability of the program to DOL employees was discussed at length. The Flexiplace program is compatible with all existing work schedules, but participation will be dependent upon the capability to meet the mission goals of the respective Agency. Active team membership does not preclude participation in the Flexiplace program. Participants who are also team members will be expected to participate in all team activities. There was a consensus that an employee could volunteer to use personal equipment such as a home computer, to comply with the needs of the program.

It was emphasized that certain positions by their very nature such as on-site lab technicians, office client service personnel etc. may not lend themselves to the concept of the formal Flexiplace program. In addition employees on leave restriction or those who were not successfully meeting the performance expectations will not be considered for the program.

The cultural change involved in implementing the Flexiplace program was discussed during the bargaining session. The importance of building a foundation into the work agreement that would provide the employee, supervisor, and client with an acceptable comfort zone regarding work accomplishment and communication was of major concern of the parties. The discussion of the parties focused on devising mechanisms to promote the use of the Flexiplace program when applicable, while at the same time ensuring that the employee understood the personal safety, communication availability, and home site environmental compatibility issues associated with the Flexiplace program. The parties agreed that self inspections of the Flexiplace, itineraries or equivalent notification of schedule, call forwarding or equivalent means of client service (no cost to employee) and an initial evaluation of the Flexiplace environment could be ways and means to successfully reach a Flexiplace agreement. Workers' Compensation coverage was discussed and

it was agreed that the present regulations cover Flexiplace arrangements.

The parties discussed their concerns about situations where the Flexiplace program could be dissolved by either party. The possibility that an employee may opt to jump in and out of the program was discussed and it was acknowledged that lack of program continuity could be a factor when making a decision on a future approval of this employee's request for Flexiplace. The potential for an employee to go on a long term Flexiplace program and lose his/her traditional office work space was also discussed. Given management's potential investment it was understood that an employee in this situation may have to be placed in a different work space or office.