
OFFICE OF MANAGEMENT

Flexible Workplace Arrangements Program
(Flexiplace and Work at Home)

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PURPOSE

- This MAPP describes policies and procedures governing the Flexible Workplace Arrangements Program (FWAP) in the Center for Drug Evaluation and Research (CDER), and supersedes all previous editions of CDER MAPP 4657.2.

APPLICABILITY

- This MAPP applies to all CDER employees and all employees detailed to CDER. Commissioned Corps Officers should refer to MAPP 4601.2, Use of Alternative Workplaces (AWP) for Commissioned Corps Officers. Bargaining Unit employees should refer to Article 26 of the CBA.

BACKGROUND

- The Flexiplace and Work-at-Home programs have been combined to create the Flexible Workplace Arrangements Program (FWAP). FWAP permits employees to perform work away from their official duty stations on a long- or short-term basis.

REFERENCES

- FDA's Master Plan - *Flexible Workplace Arrangements Program*, May 1997
 - Collective Bargaining Agreement between Food & Drug Administration (FDA) and the National Treasury Employees Union (NTEU), Article 26, October 1, 1999
 - CDER MAPP 4657.1, Alternative Work Schedule (AWS)
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DEFINITIONS

- **Approving official:** The office director or second level supervisor, but no lower than division director is the person responsible for final approval or disapproval of a Flexible Workplace Agreement.
 - **Flexiplace:** Working from a site other than the official duty station, such as a residence.
 - **Long-term basis:** Situations where employees work at home for more than 2 consecutive workweeks.
 - **Outside CDER commuting area:** Areas 200 miles or more from the official duty station of the employee.
 - **Short-term basis:** Situations where employees work at home for 2 consecutive workweeks or less. This applies to employees who, due to compelling reasons, need to work at home on a special assignment/project or who have a medical condition (e.g., illness, injury).
 - **Telecommuting (satellite) work centers:** Alternative work sites for employees who travel long distances between their homes and their official duty stations.
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POLICY

- This guide provides the broadest parameters under which the FWAP plan may operate in CDER.
 - Office directors are responsible for implementing office-specific supplemental plans outlining limitations and restrictions, and submitting the supplemental plans to the Center Flexible Workplace Arrangements (FWAP) Coordinator.
 - Employee participation in FWAP is voluntary and may be terminated at any time either at the request of the employee or at the decision of management. All periods of participation in the FWAP, on a long-term and short-term basis, must be approved in advance.
 - CDER Employees may participate in the FWAP plan if (1) they have had a performance evaluation plan in place for 120 days, (2) they are performing at the "Meets Performance Measures" or the "Fully Successful" performance level rating, and (3) there is no reasonable cause to believe that their level or performance will decline.
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- An approved FWAP agreement (Attachment B or Attachment D) is always required before an employee may participate in the FWAP on a long-term basis.
- It is the policy of CDER not to contract with and participate in Telecommuting (Satellite) Work Centers.
- The standard duration for long-term participation in FWAP may not exceed 1 year. However, to evaluate an employee's off-site performance and the effectiveness of the program, management has the right to limit participation in the program for shorter time frames (e.g., 3 months, 6 months).
- If an employee's participation in the program is terminated at the request of management, a detailed memo from the supervisor should be forwarded to the CDER FWAP coordinator.
- An employee participating in the FWAP on a short-term basis is not required to complete a FWAP agreement. However, if the approving official requires it, the immediate supervisor must certify in writing that it is necessary for the work to be performed at home.
- The supervisor may require the employee to submit medical documentation, such as a doctor's statement, if the short-term arrangement is based on a medical condition.
- Employees participating in the FWAP are expected to attend meetings at the official duty station even when such meetings are scheduled on the employee's day to work at an alternative work site. **Failure to do so may result in the termination of the employee's participation in the program.**
- The approving official will determine how many days and with what frequency an employee participating in the FWAP on a long-term basis should work at the official duty station. Employees will work at least 1 day at the official duty station in a bi-weekly period, unless they are physically unable to do so.
- The work schedule approved for an employee participating in the FWAP must be observed. Duty time may not be used for purposes other than official work. Although participation in the FWAP may provide employees more time to accomplish family responsibilities, **the FWAP is not to be used by employees to care for young children or other dependents during the agreed upon scheduled hours of work.**
- Employees participating in the Flexible Workplace Arrangements Program (FWAP) shall be permitted as part of a flexible arrangement to continue to work any Alternative Work Schedule they may already be working. (Refer to the CDER Alternative Work Schedules MAPP 4657.1.) The schedule must be consistent with the nature of the work being performed and the frequency of communication necessary with those at the official work site or with work contacts in other locations. Employees on a maxiflex schedule may earn, **with prior supervisory approval**, credit time, however, **credit time may not be earned by SES employees.**
- Supervisors must ensure that employees working at an alternate site are readily accessible to management officials, co-workers, and customers.

- When an employee participates in the FWAP, the employee and managers must observe all pertinent time and attendance, leave, and pay regulations.

OUTSIDE CDER COMMUTING AREA

This aspect of the program is limited to CDER employees who reside 200 or more miles outside the Washington, D.C., commuting area and who demonstrate they have extenuating or unusual circumstances, or their supervisor can demonstrate that the individual's work is critical to the successful completion of CDER's mission. In each instance, the employee must be able to work independently and the work must be of the type that can be performed outside normal office conditions. The employee must have a current FDA or CDER performance rating of "meets performance measures" before participation in the FWAP. The supervisor must submit medical documentation, if for medical purposes, or other supporting documentation with the request.

These requests will be reviewed on a case-by-case basis by the Director, Office of Management, CDER. If FWAP seems appropriate, management will attempt to identify an official work site to which the employee can report for duty (e.g., FDA field office). An employee should not consider the FWAP approved until notified in writing by CDER Office of Management (OM). Supervisors and team leaders are not eligible.

RESPONSIBILITIES AND PROCEDURES

- **The Center Director will:**

1. Identify positions that are suitable for the FWAP
2. Identify barriers to the implementation of the FWAP
3. Implement Center-specific supplemental plans, if needed, outlining limitations or restrictions, and submit the plan to the Center Flexible Workplace Arrangements (FWAP) Coordinator

- **The Office Director or Approving Official will:**

1. Develop office-specific supplemental plans, if needed, outlining limitations or restrictions, and submit the plan to the Center Flexible Workplace Arrangements (FWAP) Coordinator
2. Approve or disapprove individual FWAP agreements and forward them to the Flexible Workplace Arrangements (FWAP) Coordinator through the appropriate Management Officer
3. Determine the number of days per pay period an employee may participate in the program
4. Approve modifications to the terms of employee participation in the FWAP or terminate the participation as necessary when it is in the interest of the office and/or Center and forward that

information to the Flexible Workplace Arrangements (FWAP) Coordinator through the Management Officer

• **Supervisors will:**

1. Determine on a continuing basis when the work requirements of certain positions preclude employees in those positions from participating in the FWAP
2. Certify in writing that it is necessary for an employee to perform work at home on a short-term basis, if required by the approving official
3. Review and sign the FWAP agreement indicating initial approval, and forward to the Approving Official
4. Emphasize that the FWAP is not to be used to care for young children or other dependents during the agreed upon scheduled hours of work
5. Inform timekeeper of employees participating in FWAP, as well as any changes made to work agreements

• **The CDER FWAP Coordinator in the Division of Management Services will:**

1. Review office supplemental plans for adherence to Center policies before submitting to the Director, OM, for clearance
2. Advise supervisors and employees concerning the guidelines and implementation of the FWAP
3. Disseminate FWAP materials and information
4. Review agreements for adherence to pertinent laws, regulations, and policies, including hours of work. If acceptable, signs and forwards each agreement to the appropriate Management Officer for approving official's signature
5. Maintain appropriate documentation concerning program participation (e.g., signed agreements, data for annual reports). Provide any requested information to the Agency and/or Center management.
6. Handle day-to-day responsibility and accountability for the program. This includes ensuring that the agreements are completed in a timely manner, are in conformance with applicable rules and regulations, and that appropriate approvals are obtained
7. Notify employee and management officer and/or program specialist by e-mail that agreements have received final approval. Forward copies of the approved agreement to the appropriate management officer

8. Submit required data on employee participation to Division of Compensation, Benefits, and Training (DCBT), Office of Human Resources and Management Services (OHRMS), no later than December 30 each year

- **Employees will:**

1. Discuss participation in the FWAP or modifications to a FWAP agreement with their supervisor
2. For long-term participation, complete and submit a FWAP agreement to their supervisor
3. At a designated time within a pay period, report hours worked to the timekeeper. Employees may keep personal records of time and days worked off-site and report to the timekeeper in a variety of different ways (e.g., personal logs manual, by e-mail, or other methods agreed upon by employee, timekeeper, and supervisor).

REDELEGATION

- The Center Director has redelegated the authority to approve FWAP requests to Office Directors. This authority may be redelegated to second level supervisors, but no lower than Division Directors, with the exception of outside the official duty station.
 - All Super Office FWAPs must be reviewed by the Division of Management Services, OM, prior to Center approval.
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EFFECTIVE DATE

This MAPP is effective upon date of publication.

Attachment A

(OPTIONAL)

Request to Participate in a Flexible Workplace Arrangements Program

Date:

From:
(Employee)

To:
(Approving Official)

Through:
(Immediate supervisor)

Subject: Request to Participate in a Flexible Workplace Arrangement

I wish to participate in a flexible workplace arrangement for the following reason(s):

(Include all information necessary to evaluate the request (e.g., any relevant physical disability or illness, arrangements that will be made for the care of young children or other dependents). Indicate the expected duration of the flexible workplace arrangement and the number of days or hours per week you wish to work away from your official workstation. Attach any medical documentation or other information you wish to have considered. Specify where you would like to work off-site (i.e., at your home or at a telecommuting center). Indicate also any equipment you think would be necessary at the alternate work site for you to perform your job).

Employee's Signature

Date

Position Title

Grade, Series, and Pay Plan

Immediate Supervisor's Signature

Date

Approving Official's signature

Concur *Non-Concur*

Reason(s) for Determination:

Attachment B

**FLEXIBLE WORKPLACE AGREEMENT
(Non-Bargaining Employees)**

The following constitutes an agreement between:

CDER/Office of _____ and (Employee) _____
of the 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. (Center/Office) concurs with employee participation and agrees to the applicable guidelines and policies.
2. Employee agrees to participate in the project beginning _____ and ending _____.
3. Employee's official tour of duty will be: _____ to _____ (including a one-half hour non-paid period) on _____ through _____ (e.g., 8:00 a.m. to 4:30 p.m. on Monday through Friday). Flexible schedule will be from _____ to _____ (including one-half hour non-paid lunch period) on the following day(s): _____.
4. Employee's official duty station is: _____. The alternate 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 entitlements will be based on the employee's official duty station.

Description of 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*):

5. 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.
6. Employee with supervisor's approval, may work a flexitime, maxiflex, or compressed work schedule in accordance with his/her organization-specific Alternative Work Schedules 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 work site or with work contacts in other locations. Employees may earn, with prior supervisory approval, credit time.

7. 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.
8. Employee will continue to work in pay status while working at his/her approved alternate work site. 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.
9. 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.
10. 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 work site at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and work site conformance with safety standards and other specifications in these guidelines.
11. 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 or claims arising under the Military Personnel and Civilian Employees Claims Act.
12. 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 the residence is approved as the alternate work site. 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.
13. 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.
14. Employee understands the FWAP is not to be used by employees to care for young children or other dependents during the agreed upon scheduled hours of work.
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.
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" or at the "Fully Successful" level for SES employees 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 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. Employee and management have the right to terminate participation in the FWAP at any time. Management has the right to remove the employee from the project for such reasons as: the employee's performance declines, the arrangement fails to benefit organizational needs, the employee performs unapproved overtime work, etc.
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. 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: ensuring 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 in 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. The standards of conduct continue to apply to employees at their alternate duty station.
26. At specified intervals, the supervisor and the employee will conduct an evaluation, which summarizes the flexible workplace impact on the office, the employee, the supervisor, and other organizational elements.

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MAPP 4657.2

Employee (Print) (Signature)
*By signing, employee adheres to the terms and conditions of this agreement,
in addition to the policies and procedures of the appropriate office FWAP MAPP.*

Date

Immediate Supervisor (Print) (Signature)

Date

Approving Official (Print) (Signature)

Date Reviewed

Center Flexible Workplace Arrangements Coordinator

Date

Attachment C

FLEXIBLE WORKPLACE ARRANGEMENTS PROGRAM

Participant Information Sheet
(required for end-of-the year reporting)

PARTICIPANT:

Name

Grade, Series, & Title

Office/Division

Office Address

Office Phone

Official Tour of Duty/Days

Home Address

Home Phone

Work Day(s) at Home

PARTICIPANT'S SUPERVISOR:

Name

Title

Office Phone

FDA-NTEU Collective Bargaining Agreement

ATTACHMENT 26-1

**REQUEST AND AGREEMENT TO PARTICIPATE IN FDA'S FLEXIBLE
WORKPLACE ARRANGEMENTS PROGRAM**

TO: (Authorizing Official)

SUBJECT: Request and Agreement to Participate in the FDA Flexible Workplace
Arrangements Program

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

Employee's Name: _____

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 workplace 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.

Attachment 26-1 (Continued)

FLEXIBLE WORKPLACE AGREEMENT

(Bargaining Unit Employees)

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 _____ and ending _____.
3. Employee's official tour of duty will be from _____ to _____. (including a one half-hour non-paid period if appropriate) on _____ through _____ (e.g., 8:00 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 of 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 work site 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 agree 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 work site. 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 work site at periodic intervals during the employee's normal working hours to ensure proper maintenance of Government-owned property and work site 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 work site. 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.
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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.
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) Misconduct in connection with the employee's obligations under the flexible workplace 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 ensuring that the home's electrical system is adequate for the use of Government equipment, safeguarding Government equipment from children and pets, and providing

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MAPP 4657.2

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.

Employee _____ Date _____

Concurrence, if appropriate _____ Date _____

Approving Official _____ Date _____

Office/Center Flexible Workplace Arrangements Coordinator _____ Date _____