

## **Memorandum of Understanding** **National FlexiPlace Program**

The following constitutes an agreement between the Department of Veterans Affairs and American Federation Government Employees (AFL-CIO), National VA Council#53 regarding the FlexiPlace Program. This memorandum and the FlexiPlace Program Package are not intended to alter, change, or impair the Master Agreement. This Memorandum of Understanding (MOU) clarifies and standardizes the national procedures for implementing local alternative worksite programs. Other procedures will be handled at the local level.

1. The attached FlexiPlace Program Package is to be used by all Regional Offices for employees who are either working from home or are working from an alternative worksite. Participation in the FlexiPlace Program is on a voluntary basis.
  
2. Prior to instituting the FlexiPlace Program-
  - Management and the union at the local level will review existing local agreements and negotiate as appropriate to ensure consistency with the attached National FlexiPlace Program package and this MOU.
  - Those regional offices that have existing agreements that do not conflict with this National FlexiPlace Program package or with this MOU may implement the program upon completion of the local review.
  - Management at the local level will communicate local FlexiPlace performance expectations in writing to Bargaining Unit Employees who wish to participate in FlexiPlace.
  - After management has communicated the FlexiPlace performance expectations, employees who desire to participate in the FlexiPlace Program must submit a FlexiPlace Program Work Assignment Request.
  - Nothing in this agreement precludes local impact and implementation bargaining.
  
3. FlexiPlace days must be full days at the alternative worksite except if the participant is on leave for a portion of the day. Should the employee's supervisor request the participant to attend a function (e.g., training, team

meeting, etc) at the official worksite on a FlexiPlace day, the employee will be required to work the full day at the official worksite.

4. FlexiPlace Program participants are not eligible to work a Compressed Work Schedule (CWS).
5. FlexiPlace Program participants are eligible to work overtime at the alternative worksite when overtime is offered and approved by the supervisor. However, work completed during overtime will not be considered when determining whether the employee has met his/her production standard.
6. Local Unions will be provided copies of all approved FlexiPlace Program Agreements and FlexiPlace Program work assignment requests and approvals. A copy of this MOU and FlexiPlace Package will be provided to the local union president by local management.

/s/  
William Carson  
\_\_\_\_\_  
For Management

/s/  
Alberta Franklin  
\_\_\_\_\_  
For NVAC

June 29, 2007  
Date

\* The material contained in the attached pages 1 through 12 has been agreed to by both parties and is not subject to change at the local level.

**Final 6/29/07**

## **FlexiPlace Program Package**

The FlexiPlace Program Package is to be used by all regional offices for employees who are either working from home or are working from an alternative worksite. The national agreement contains the minimum information necessary for a FlexiPlace Agreement. The FlexiPlace Program Package contains the following documents:

- Checklist for FlexiPlace Participants
- Guidelines for Selecting FlexiPlace Participants
- FlexiPlace Agreement
- Telework Self-Certification Safety Checklist, Work-at-Home, VA Form 0704b
- Supplies Checklist
- Information Security Officer Briefing
- VA Remote Access Guidelines
- VBA Rules of Behavior

Prior to completing the FlexiPlace Agreement, employees interested in the FlexiPlace Program must submit a request for participation to their immediate supervisor (either by e-mail or hard-copy) and subsequently obtain preliminary supervisory approval for their participation.

## Checklist for FlexiPlace Program Participants

Prior to participating in a FlexiPlace Program, participants and their supervisor need to ensure the following have been reviewed, signed, completed, or are up-to-date:

Document	Supervisor's Initials	Participant's Initials
Guidelines for Selecting FlexiPlace Participants		N/A
FlexiPlace Agreement		
Telework Self-Certification Safety Checklist, Work-at-Home		
Annual CyberSecurity Training		
Annual Privacy Training		
Annual Ethics Training		
Supplies Checklist		
ISO Briefing	N/A	
VPN Software and associated security software installed	N/A	
VBA Rules of Behavior		

# GUIDELINES FOR SELECTING FLEXIPLACE PARTICIPANTS

## Identifying the Employee

- The employee has clearly defined performance standards in accordance with 5 USC Chapter 43.
- The employee must be at journeyman status, have overall performance evaluations equivalent to fully successful or higher, not be on a performance improvement plan, and not have disciplinary action taken against him/her within the last 12 months and/or adverse actions taken against him/her within the last 18 months. Exceptions to the prohibition against adverse actions may be made on a case-by-case basis by the appropriate management official.
- If the employee is denied participation in the FlexiPlace Program, management must provide the employee with the reason for the denial in writing.

*Note:* Management has the right to control the number of employees who work at an alternative worksite because management is responsible for ensuring that the operational needs at the official worksite are met. Therefore, the criteria for approving a request to work FlexiPlace shall be based on the following: 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 the employee's absence from the worksite would not unduly interrupt facility operation.

## Identifying the Position

- Management will make determinations on employee's request to participate in the FlexiPlace program based on the criteria of the VA/AFGE Master Agreement.
- The technology needed to perform the work off-site must be available.
- Security of data can be absolutely assured.

***Note:*** At a minimum, the employee must report to the official worksite one day a week.



there has been a change in address/location of the alternative worksite or a change in official duty station. Additionally, **the FlexiPlace Agreement must be reviewed and initialed annually**. The original will be retained by the supervisor and a copy will be retained at the employee's alternative worksite. To facilitate the annual signing of the FlexiPlace Agreement, VBA Central Office recommends setting the expiration date of the agreement to coincide with the employee's performance appraisal period.

If the division chief determines that an individual FlexiPlace Agreement is not meeting the operational needs of the organization, the agreement may be modified. The affected employee will be given a minimum of two (2) weeks notice prior to any modifications being implemented. This time period may be shortened to one week for bona fide reasons. For information on the termination of a FlexiPlace Agreement, please refer to page 11 of this document.

### **FlexiPlace Environment: Work-at-Home**

If the FlexiPlace environment is an employee's home, it is the responsibility of the employee to ensure that a proper work environment is maintained.

**Work-at-home participants must complete and sign a safety checklist**, VA Form 0740b, that proclaims the home safe for an official home worksite and to ensure all the requirements to do official work are met in an environment that allows the tasks to be performed safely. The employee agrees to permit access to the home worksite by agency representatives as required, during normal working hours, to repair or maintain Government-furnished equipment and to ensure compliance with the terms of this agreement. The agency representative will provide the employee with a minimum of 24 hours notice (except in emergency situations that require immediate action). If a FlexiPlace employee must bring their equipment to the official duty station for repairs, the agency representative will provide the employee with reasonable advance notice. The FlexiPlace employee may be required to report to the official duty station while the equipment is under repair.

For work-at-home arrangements, **the employee is required to designate one area in the home as the official work** or office area that is suitable for the performance of official Government business. The Government's potential exposure to liability is restricted to this official work or office area for the purposes of FlexiPlace.

FlexiPlace is not a substitute for dependent care.

The Government is not responsible for any operating costs that are associated with the employee using his or her personal residence as an alternative worksite, including home maintenance, insurance, or utilities (e.g., Internet, long distance phone).

### **Official Duty Station**

The employee's official duty station for such purposes as special salary rates, locality pay adjustments, and travel is \_\_\_\_\_.

The official duty station corresponds to that found on the most recent SF 50, Notification of Personnel Action.

### **Time and Attendance, Work Performance, and Overtime**

Time spent in a FlexiPlace status must be accounted for and reported in the same manner as if the employee reported for duty at the traditional worksite.

The employee is required to meet local FlexiPlace performance expectations as communicated by local management.

Performance Expectations: \_\_\_\_\_.

The participant is required to report to the official duty station at least one day a week and upon the request of his/her supervisor for team meetings, mandatory training sessions, performance appraisals, etc. The supervisor will provide the employee with a minimum of 24 hours notice prior to the meeting.

**The employee agrees to work overtime only when offered and approved by the supervisor in advance.** Employees who work overtime without such prior approval may be subject to administrative or disciplinary action.

### **Emergency Dismissal or Closing**

Emergency dismissal or closure procedures for employees (including employees at an alternative worksite) in Federal executive agencies are prescribed by OPM on an annual basis. These procedures apply not just in adverse weather conditions (snow emergencies, severe icing conditions, floods, earthquakes, and hurricanes), but in all kinds of emergency situations including air pollution, disruption of power and/or water, and interruption of public transportation. Also included would be situations dictated by the President through the offices of the Department of Homeland Security or other agencies responsible for coordination and control in the case of natural or manmade disasters.

On a day when an employee is scheduled to work at the alternative worksite and their official duty station facility is closed for all or part of a day, the following rules apply:

**Full Day Closing:** The employee is not required to perform work at the alternative worksite.

**Late Openings:** If 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.

**Late Arrivals and Early Dismissals:** On days when a late arrival or early dismissal occurs, but the facility remains open, the employee is required to perform their full schedule.

If a situation arises at the employee's alternative worksite that results in the employee being unable to continue working (e.g., power failure), the supervisor should determine action on a case-by-case basis. Depending on the particular circumstances,

supervisors may grant the FlexiPlace participant excused absence, offer the option to take leave or use compensatory time off or credit hours, if applicable, or require the employee to report for work at the traditional worksite.

If the employee knows in advance of a situation that would preclude working at the alternative worksite (e.g. power failure), a change in work schedule, leave, or work at the employee's traditional worksite must be scheduled. If the employee does not timely notify his/her supervisor of a situation that would preclude working at the alternative worksite, the employee may be charged leave accordingly.

## **Security and Equipment**

**For FlexiPlace assignments, only employees provided with Government-furnished equipment may access sensitive unclassified material, including Privacy Act and "For Official Use Only" data.** The employee is responsible for the security of all official data, protection of any Government-furnished equipment and property, and carrying out the mission of VA at the alternative worksite. Government-furnished equipment must only be used for official duties by the designated employee. The employee must follow the same limited personal use rules that have been established for employees at the official worksite. Family members and friends of the FlexiPlace participant are not authorized to use any Government-furnished equipment. **Additionally, the Government-furnished computer must not be used for personal business or recreation. The participant must avoid any unnecessary stops (i.e. grocery store, bank) when transporting Government-furnished equipment from the official duty station to the alternative worksite.**

The regional office is responsible for the maintenance of all Government-furnished equipment. The employee may be required to bring such equipment into the office for maintenance. **The employee must return all Government-furnished equipment and materials to the agency at the conclusion of FlexiPlace arrangements or at the regional office's request.**

**Terminal Server:** Terminal server allows a user to access applications or data stored on a remote computer over a network connection. When users access applications through terminal server they appear to be running the application locally even though they are actually running remotely. Users must access applications and do all associated functions through terminal service without saving or downloading any information onto their local computer.

**Removable Media:** Removable media, such as CDs, personal storage drives (a.k.a. thumb drives), and DVDs, can contain a large volume of information. VA Directive 6504 requires that such media must be encrypted before it leaves a VA facility. Because removable media has the capability of containing large amounts of information and can be easily misplaced, offices must strictly limit its use to only non-sensitive data.

**Therefore, sensitive data should not be placed on removable media.**

**Note:** The vast majority of employees will not require removable media for their jobs because they have access to the terminal server. RBA2000 has been added to terminal

server. Therefore, Rating Veteran Service Representatives must not place a version of RBA2000 onto a thumb drive.

**Claims Folders and Working Papers:** A claims folder may be removed from the official worksite if the folder is needed by the participant to perform his/her official duties. Prior to removing the claims folder from the official duty worksite, responsible staff must **update appropriate computer applications** (e.g. COVERS, SHARE) to indicate the new location of the claims folder. Additionally, a log of all claims folders removed from the official duty worksite will be provided to the participant's supervisor at the time of removal. **Claims folders will be at the alternative worksite no more than 5 business days.** When the participant returns the claims folders to the official duty station, the supervisor will verify their return by matching the folders with the appropriate log. The log should be maintained for the duration of the FlexiPlace agreement. At the expiration of the agreement, all logs will be shredded.

**Counseling/Evaluation/Rehabilitation folders, Principal Guardianship Files, Education folders, Loan Guaranty folders, and Insurance folders may not be removed from the official duty worksite.** If the employee needs information contained in these folders to perform his/her official duties, copies must be made. These hardcopy duplicates should be stringently analyzed and any non-pertinent information redacted prior to removal from the official duty station.

**Absolutely no unauthorized person will be allowed access to the claims folder or other documents containing private, sensitive information while the information is under the participant's possession.** The participant must take extra caution when documents are at his/her alternative worksite. The participant must store private, sensitive information in a locked filing cabinet when the information is not being used. The participant must ensure that the filing cabinet can accommodate the sensitive information necessary required for one week's work. The filing cabinet will be provided by VA and must be returned at the termination of the FlexiPlace Agreement. *Cabinet Details:* Cabinets will be purchased locally by the RO and reimbursed by central office. The cabinets must be metal, 18" deep, four-drawer filing cabinets with high sides and a factory-installed lock. The cost of each cabinet must not exceed \$120.

**Transportation by Vehicle:** If the participant is transporting the claims folders, or other identifying documents, by vehicle, the folders must be placed in a locked bag so that no identifying information can be viewed from outside of the vehicle. At no time will the identifying documents leave the participant's control. The participant must lock the bag prior to leaving the official work site and place the bag in the trunk of the vehicle (if available). The participant should travel directly from the official work site to the alternative work site. **The participant must avoid any unnecessary stops** (i.e. grocery store, bank) **when transporting the claims folders.** *Bag Details:* The bag will be provided by VA and must be returned at the termination of the FlexiPlace Agreement. Bags will be purchased locally by the RO and reimbursed by central office. The bag must be at least medium-sized (24") wheeled upright luggage. The cost of the bag must not exceed \$100. Multiple bags may need to be purchased for an employee,

depending on the volume of work taken home. If the bag does not come with a lock, one must be purchased by the RO.

**Transportation by Mail:** If the claims folders are shipped to the alternative worksite, they must be shipped through a company that offers package tracking. For additional information on folder shipments, please refer to VBA letter 20-06-44.

**If working papers and other material containing information protected under the Privacy Act are generated during the participant's official duties and are not made a part of the official record, the documents must be shredded.** If a shredder is not available at the alternative worksite, the participant must retain the documents and return them to the official duty station for shredding.

For those employees who spend a large portion of time in their vehicles and make numerous stops in the course of their official duties (e.g. Field Examiners, Vocational Rehabilitation Counselors), any possible steps to secure documents with any identifying information should be taken.

**ISO Briefing: Before a FlexiPlace Agreement is approved by management, the local Information Security Officer (ISO) will educate the employee on security requirements and best practices at the alternative worksite.**

**Disclosure:** The employee agrees to protect Government/VA records from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act of 1974, 5 USC 552a.

### **Liability and Injury Compensation**

The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act.

The employee is covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illnesses while conducting official Government business. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite while performing official duties and to complete any required forms.

### **Standards of Conduct**

The employee acknowledges that he/she continues to be bound by the VA standards of conduct while working at the alternative worksite.

### **Mileage Savings**

The employee estimates that the FlexiPlace arrangement will result in a reduction of approximately \_\_\_\_\_ miles traveled in commuting per week.

## Termination of the FlexiPlace Agreement

**The FlexiPlace Agreement can be terminated by either the employee or the supervisor by giving advance written notice.** Management may terminate the FlexiPlace Agreement based on the following:

- Employee's failure to adhere to the requirements specified in the FlexiPlace and the Master Agreement,
- Employee's failure to meet the local FlexiPlace performance expectations, and/or
- Conduct resulting in an adverse action or disciplinary action.

Normally, employees will not be removed from participation for a single, minor infraction of FlexiPlace requirements. Supervisors will make a bona fide effort to counsel employees about specific problems before effecting removal. Once again, the employee must be given written notice prior to removal. The notice must contain the reason(s) for removal.

**Note:** The employee may reapply for the FlexiPlace program 30 days after termination, provided that their performance is at least successful/satisfactory.

## Date of Commencement and Expiration

The FlexiPlace arrangement covered by this agreement will commence on \_\_\_\_\_, 20\_\_\_. This agreement becomes null and void one year from the date of commencement or no later than \_\_\_\_\_, 20\_\_\_.

## Signatures:

I have read and understand this agreement:

_____		
<b>Employee</b>		<b>Date</b>
_____		
<b>Information Security Officer</b>		<b>Date</b>
_____		
<b>Supervisor Endorsement</b>		<b>Date</b>
_____		
<b>Division Chief</b>	<b>Approve/Disapprove</b>	<b>Date</b>
_____		
<b>Director</b>	<b>Approve/Disapprove</b>	<b>Date</b>

## TELEWORK SELF-CERTIFICATION SAFETY CHECKLIST WORK-AT-HOME

The *Telework Self-Certification Safety Checklist*, VA Form 0704b, can be obtained at <http://vaww.va.gov/vaforms/va/pdf/0740b.pdf>. This safety checklist must be completed by the participant and signed by the supervisor.

### FlexiPlace Supplies List

All FlexiPlace assignments will be cost neutral for the regional office. Employees are responsible for equipment, supplies, and utilities with the exception of the following, if deemed necessary by management:

- Government-Furnished Computer
- File Cabinet with Lock
- Wheeled Bag with Lock
- Paper
- Envelopes
- Pens
- Stapler/Staples
- Two-Hole Punch

**Note: All government supplies, furniture, and equipment must be returned at the termination of the FlexiPlace Agreement.**

## Information Security Officer Briefing FlexiPlace Security

All FlexiPlace participants should adhere to the following security guidelines. Questions concerning these guidelines or for further clarification, please contact your local Information Security Officer (ISO).

- When accessing VBA applications and veteran data, FlexiPlace participants must use Government-owned and configured equipment.
- FlexiPlace participants must ensure that the latest virus protection and security patches are installed. A representative from your local Information Technology (IT) office will notify you when new versions are released.
- FlexiPlace participants are prohibited from using Government-owned equipment for personal use.
- Non-VA employees are prohibited from using your Government-owned equipment.
- FlexiPlace participants will not perform maintenance or repairs on Government-owned equipment. Your local ISO will provide you the procedures for maintenance or repairs. The office may require you to bring your Government-owned equipment into your official worksite, send a technician to the alternative worksite, or walk you through the maintenance steps over the phone.
- FlexiPlace participants will not share, with unauthorized personnel, instructions or information regarding how to establish connections with VA networks or computers. Additionally, remote access logon IDs, passwords, or other authentication means used specifically to protect VA information will not be shared.
- Government-owned equipment (e.g. computers, portable storage drives) and hard-copy veteran sensitive information (e.g. claims folders) should be housed and protected in such a way that reduces the risks from environmental threats and hazards, and the opportunities for unauthorized access, use, or removal.
- When not working, FlexiPlace participants should follow “clear desk” practices to reduce the risk of unauthorized access to, loss of, and damage to VA information.
- FlexiPlace participants are responsible for ensuring that VA information, in hard-copy documents or on physical media, under their control is not inadvertently or inappropriately disclosed. This includes at the alternative worksite and during the transportation of documents between the alternative worksite and the official duty station.
- Discuss VBA Rules of Behavior, Remote Access Guidelines, Directive 6001
  - VBA Rules of Behavior is available at <http://vbaw.vba.va.gov/BL/20/CIO/security/Specific%20Documents/Rules%20of%20Behavior1%20-%20One-VA.doc>.
  - Remote Access Guidelines is available at <http://vaww.admin.vpn.va.gov/one-va-vpn/home/VARemoteAccessGuidelines.doc>.
  - VA Directive 6001 is available at <http://www.warms.vba.va.gov/admin20/directive/va/6001.doc>.