

DOE-Flex Agreement

<p>Introduction</p>	<p>This is an employment agreement between the <u>EMCBC</u>, Department of Energy and its employee, _____ ("you" or "your") for the purpose of specifying the terms and conditions under which you will work at the alternative designated worksite, specified below, a site other than your regularly assigned official duty station specified below. This DOE-Flex agreement is not an employee entitlement, does not change the terms and conditions of your appointment, is not a substitute for child or other dependent care arrangements, and is not an assurance that this work option will continue indefinitely. This agreement is intended to be an additional method the Department utilizes to accomplish its mission and strategic goals.</p>
<p>Type of Arrangement</p>	<p>___ Routine ___ Situational ___ Medical (Mark the appropriate type(s))</p>
<p>Effect Date, Termination, and Duration</p>	<p>This agreement is effective from _____ to _____ but may be extended beyond that date by completing Attachment F, Extension to DOE-Flex Agreement prior to expiration date. You may terminate this agreement at any time from the effective date by giving your supervisor, timekeeper and EMCBC DOE-Flex Program Coordinator notice and returning to your official duty station, unless you are an Emergency Responder as discussed in the Continuity of Operations (COOP) section below. To ensure that you are properly accommodated at your official duty station, you should provide at least 2 week(s) notice of your desire to terminate this agreement. Management has the right to terminate or modify this agreement at any time, after reasonable notice to employee. Situational telework agreements are initially approved for one-day per week by the EMCBC Director/Deputy Director. Supervisors may approve an extension of one-day or more for instances of inclement weather, pandemic, or other work related projects of a specific limited duration.</p>
<p>Continuity of Operations (COOP):</p>	<p>Employees designated as Emergency Responders are expected to report to the designated work location and/or telework during COOP-related administrative or facility closures as directed by the EMCBC management or COOP Coordinator. All nonemergency or nonessential employees with a telework agreement are expected to be prepared to telework when directed to do so.</p>
<p>Official Duty Station</p>	<p>Your official duty station is:</p>
<p>Alternative Designated Worksite</p>	<p>Your alternative designated worksite is <i>(home address and specific room and address or telecenter and designated address or other designated alternative worksite and address:</i></p>
<p>Applicable Policy and Guidelines</p>	<p>The following policies, manuals, or guidelines apply: <u>PS-322-02, Rev.3, the Handbook on DOE-Flex, OPM guidance, security directives, and the Privacy Act- 5 U.S.C. 552a), IP-322-03, Rev. 1, EMCBC Procedures on DOE-Flex (Telework)</u></p>
<p>Management's Rights</p>	<p>Management has the right to terminate or modify this agreement at any time or alter your agreed-upon work schedule at any time when your supervisor determines that you are needed at your official duty station due to work demands, attendance at a meeting(s) or training session(s), or other business reasons.</p>

<p>Time and Attendance</p>	<p>You, the employee, are responsible for properly coding your time and attendance in ATAAPS. Normal rules and procedures apply for authorizing, approving, earning, and using leave, overtime, credit hours, compensatory time, time-off awards, etc. Your time and attendance must be recorded properly and certified by your certifying <i>official</i> so that there is an accounting for all hours included in your agreed-upon work schedule. Your time and attendance will be reported as though you are at your normal official duty station with the addition of the following codes: TW, TM, TS. You will obtain approval in advance for any schedule change, including work that entitles you to overtime compensation, training, and leave, in accordance with applicable rules and regulations.</p>
<p>Pay, Leave, and Travel</p>	<p>Your pay, leave, and travel entitlements are based on your official duty station. This DOE-Flex agreement is not a basis for changing your salary and benefits.</p>
<p>Work Assignment(s)</p>	<p>Describe the work to be performed at the alternative designated work site.</p>
<p>Resources Provided</p>	<p>You are expected to use your own equipment or equipment provided by the EMCBC for job related purposes. EMCBC resources will not be provided for the sole purpose of teleworking., but EMCBC resources provided for non-telework purposes may be used while teleworking.</p>
<p>Performance</p>	<p>Your performance will be evaluated based on the quantity and quality of the work products, the progress on your assignments, and any other appropriate measures, such as responsiveness to customer needs, timeliness, accessibility, etc., that your supervisor has communicated to you.</p>
<p>Liability</p>	<p>You assume full responsibility for any damage to your personal or real property that may occur as a result of your working at your alternative designated worksite, except to the extent that DOE is held liable by Federal Tort Claims Act. If you are injured during your authorized hours of work at your alternative designated workplace, you are covered by the Federal Employees Compensation Act program. You must notify your supervisor immediately of any accident or injury that occurs at the alternative workplace and complete any required forms. The Department may investigate such a report.</p>
<p>Inspections</p>	<p>You are subject to a physical inspection of your workplace, equipment, and records during normal working hours, upon reasonable notice, normally at least 24 hours in advance. If you are suspected of a security violation, an inspection may be unannounced, but during normal working hours.</p>
<p>Effect of Failure to Fulfill the Terms of this Agreement</p>	<p>This agreement will be terminated if you fail to fulfill its terms, or any amendment to its terms. Termination for reasons of misconduct or failure to protect equipment, records, and/or data may result in disciplinary action and/or suspension or revocation of your security clearance, if appropriate.</p>

Certification

I hereby certify that I have read and understood the terms and conditions of this voluntary agreement and I understand that I may be required to telework outside of my normal telework schedule in the case of an emergency situation. I also understand that the above information is accurate as of this date, but that applicable policies and guidelines may change or be added without amending this agreement accordingly. In the event of such changes, I agree that this agreement will be subject to them. I certify that I have read and understand the Cyber Security Incident Response procedure, IP-240-04, Rev 2. I certify that I have completed the telework training on the joint OPM/GSA Website www.telework.gov. A copy of the certificate of completion for employees and supervisors/managers is attached, if not already provided.

_____	_____
Employee	Date
_____	_____
Supervisor	Date

PRIVACY ACT STATEMENT

Section 6120 of Title 5 to the United States Code and Executive Memorandum of July 11, 1994 (59 FR 36017) authorizes collection of this information. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of an alternative workplace other than your regularly assigned location and will result in you not being approved for the employment arrangement specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staff, to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in an official file, which is a category of record included in the OPM/GOVT-1 General Personnel Records system.

Distribution:

- Original – Office of Human Resources
- Copy to – Supervisor/Employee