



HHS Workplace Flexibilities Agreement

SECTION 1 – PROPOSED ARRANGEMENT *(To be completed by the employee)*

PROPOSED ARRANGEMENT: <i>(Supervisors should familiarize themselves with HHS and Division-specific policies and practices before approving Workplace Flexibility Agreements.)</i>	PROPOSED LENGTH OF ARRANGEMENT	PROPOSED TYPE OF WORK SCHEDULE
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NAME AND ADDRESS OF ALTERNATIVE WORKSITE *(Street, Suite Number, City, State and Zip Code)*

SECTION 2 – EMPLOYEE INFORMATION *(To be completed by the employee)*

Name			Organization		
FIRST	M.	LAST	OPDIV	STAFF/DIV OR SUBCOMPONENT	OFFICE
Position Information					
TITLE			SERIES	GRADE	

Bi-Weekly Tour of Duty
 Below, indicate when (start time and end time) and where (agency worksite or alternative worksite) the employee will be working for each day of the week in a bi-weekly pay period. If the employee is requesting a Flexible Work Schedule (FWS), the employee should not put anything in the “start time” or “end time” boxes, but should check the Flexible Work Schedule box instead. For the location, indicate either “alternative worksite” (i.e., if the employee will be working from home or other approved alternative location on that day of the bi-weekly schedule), or “agency worksite” (i.e., if the employee will be working at the agency office on that day of the bi-weekly schedule). If the employee seeks to work 100% remotely, the employee should put “alternative worksite” for the location under each scheduled workday. If the employee is seeking only situational/ad-hoc telework, the employee should put “agency worksite” as the location under each scheduled workday.

WEEK ONE							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start Time							
End Time							
Flexible Work Schedule							
Location							

WEEK TWO							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start Time							
End Time							
Flexible Work Schedule							
Location							

Continuity of Operations and “Emergency Response Group” Status

The employee is expected to telework for the duration of an emergency pursuant to a pandemic and/or when the agency worksite is closed due to emergency situations (e.g., snow emergencies, floods, hurricanes, act of terrorism, etc.). If the employee is unable to work due to illness, dependent care responsibilities, or other personal needs, the employee will take appropriate leave (e.g., annual or sick leave). The employee may be granted excused absence on a case-by-case basis when other circumstances (e.g., power failure) prevent the employee from working at the telework site. To the extent practicable, management will include a description of emergency duties with this agreement if the emergency duties differ from the employee’s normal duties. **(Employee to check to acknowledge reading and understanding this term of the workplace flexibility agreement.)**

The employee has been designated as a team member of the Department’s and/or organization’s Continuity of Operations Plan (COOP). The employee agrees to follow the procedures established for reporting to duty when a COOP plan is activated. The employee understands that during any period that HHS is operating under a COOP plan, the plan shall supersede any telework policy. **(Employee to check if applicable)**

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SECTION 3 – SUPERVISOR REVIEW *(To be completed by the supervisor)*

The following criteria must be met by the employee before a WFA is signed. Check each box to indicate if the statement is true.

- Employee has fully successful or higher performance rating.
- Employee has completed mandatory telework training.
- Employee has completed mandatory Privacy Act training.
- Employee has signed rules of behavior.

SECTION 4 – TERMS AND CERTIFICATION OF WORKPLACE FLEXIBILITIES ARRANGEMENT *(To be completed by the supervisor and the employee)*

The terms of this agreement must be read in conjunction with the Department of Health and Human Services (HHS) Workplace Flexibilities Policy HHS Instruction 990-1, applicable collective bargaining agreement, and/or any other guidance provided by the employing organization. HHS Workplace Flexibilities Policy is available on the Office of Human Resources Management Web Site at <https://www.hhs.gov/about/agencies/asa/ohr/hr-library/990-1/index.html>. Signatories certify that they will abide by this agreement, the HHS Workplace Flexibilities Policy and/or other supplemental terms established by the employing organization. Where any Department regulation conflicts with a Collective Bargaining Agreement covering an individual, the Collective Bargaining Agreement language shall govern.

1. **Voluntary Participation:** The employee voluntarily agrees to work at the HHS approved alternative worksite and follow all applicable policies, and procedures. The employee recognizes that the telework arrangement is not an employee right but is an additional work flexibility that HHS management may approve at its discretion to accomplish organizational and HHS mission.
2. **Work Schedule and Tour of Duty:** Management and the employee agree that the employee's official tour of duty will be as stated in Section 2 - Employee Information, Bi-weekly Tour of Duty. Work schedules and hours of duty may be modified as necessary but are subject to approval and/or collective bargaining agreement requirements prior to the effective date of any change. If the employee is designated to telework in an emergency situation (as indicated in Section 2 of this agreement), the work hours may be subject to change. Emergency schedules will be set based on mission needs. The employee understands that during any period that HHS is operating under a COOP plan, the plan shall supersede any workplace flexibilities policy.
 - a. An employee with a WFA to telework may be required to return to the official worksite on a scheduled telework day based on operational requirements. Management will afford the employee as much advance notice as practicable, but no less than 2 hours. The employee understands that a recall to the agency worksite for operational reasons is not a termination of the Workplace Flexibilities Agreement. In situations where the employee is recalled to report to the official worksite outside of normal work hours, the recall shall be made in accordance with established policy and/or collective bargaining agreements, if applicable.
 - b. Management agrees to accommodate the request of the employee for a change in the employee's scheduled telework day(s) to the extent possible in a particular week or bi-weekly pay period consistent with mission requirements.
 - c. Management and the employee agree that a permanent modification in the telework arrangement will require approval of a new Workplace Flexibilities Agreement.
3. **Official Worksite and Alternative Worksite:** For employees covered by a WFA, the agency must determine the employee's official worksite on a case-by case basis pursuant to the criteria under 5 CFR 531.605(d). The Official Worksite must be documented on an employee's Notification of Personnel Action (Standard Form 50 or equivalent) and determines the employee's special salary rates, locality pay adjustments, and travel. The agency worksite is the official worksite for employees who have a WFA to telework (regular/recurring or situational/ad-hoc). Telework agreements (as opposed to remote work agreements) require that the employee is scheduled to report to the agency worksite at least twice per pay period, and as such the agency worksite is generally the location of the teleworking employee's duty station as documented at item 39 on the employee's Standard Form (SF) 50. As noted in 5 CFR 531.605(d)(4), exceptions to the twice each biweekly pay period requirements may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation). The official worksite for an employee with a WFA to work remote is the employee's alternative worksite. Supervisors and Employees should follow Division-specific policies for all pay, leave, and travel entitlements. With reasonable notice to the employee, management has the right to change the workdays at the agency worksite or alternative worksite. Remote employees who have an approved alternative worksite/ official worksite within 50 miles of the agency worksite may not be eligible for travel reimbursement when commuting to and from the agency worksite. Additionally, If the employee is required to be in a travel status for 12 hours or longer, the employee may be entitled to Per Diem. Refer to the HHS Travel Policy for specific guidance.
4. **Pay and Benefits:** Management agrees that a telework arrangement is not a basis for changing the employee's pay and benefits unless the employee's official worksite is changed due to an approved alternative workplace arrangement in a different geographical location. All pay (to include locality pay or local market supplement) is based on the employee's official duty station as documented on a SF-50, Notice of Personnel Action.
5. **Official Duties:** The employee agrees to only perform official duties when on duty at the agency worksite or approved alternative worksite although limited personal business may be conducted within the parameters of HHS Instruction 610-1, <https://www.hhs.gov/about/agencies/asa/ohr/hr-library/610-1/index.html>. The employee acknowledges that a workplace flexibility is not a substitute for dependent care.
6. **Time and Attendance:** The employee's supervisor will ensure that the timekeeper has a copy of the employee's telework work schedule.

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7. **Leave:** The employee agrees to follow established office procedures, policy and regulations for requesting and obtaining approval of leave.
 8. **Emergency Dismissal or Closure Procedures:** The employee is expected to telework on scheduled or unscheduled telework days, as per the employee's tour of duty as outlined in the WFA, for the duration of any proclaimed emergency when the agency worksite is closed or when the Department or the Office of Personnel Management allow for unscheduled leave/unscheduled telework. If the employee is unable to work due to illness, dependent care responsibilities or other personal needs, the employee will take appropriate leave (e.g., annual or sick leave). The employee may be granted excused absences on a case-by case basis when other circumstances (e.g., power failure) prevent the employee from working at the alternative worksite. To the extent practicable, management will include a description of emergency duties with this agreement if emergency duties differ from the employee's normal duties.
 9. **Overtime:** The employee agrees to work overtime (e.g., time in excess or the prescheduled and authorized tour of duty) only when ordered and approved in advance by the supervisor. The employee understands that working overtime without permission may result in appropriate disciplinary action including termination of the telework arrangement.
 10. **Equipment/Supplies:** The employee agrees to protect any government-owned equipment and use equipment for official purposes. It is understood that limited personal use of government-owned equipment is acceptable within the parameters of HHS Rules of Behavior for the Use of HHS Information and IT Resources Policy, <https://www.hhs.gov/web/governance/digital-strategy/it-policy-archive/hhs-rules-of-behavior-for-the-use-of-hhs-information-and-it-resources-policy.html>. The employee agrees to promptly report the need for repairs and return the equipment to the designated office for maintenance and repairs as necessary. The employee further agrees not to install any non-approved software or hardware to government-owned equipment issued to them and comply with the terms of computer software license and copyright agreements, computer virus protection requirements and procedures. Management agrees to service and maintain any government-owned equipment issued to the employee and may require that the employee transport any equipment provided to and from the agency worksite for maintenance or other official purposes.
 11. **Damage to Government Equipment:** The employee agrees to protect and maintain government-owned equipment in a secure environment. The employee understands that the loss, theft, or damage to government equipment will be handled in accordance with procedures for comparable situations at the agency worksite. If equipment is damaged by someone other than the employee (for example, dependents of the employee) the employee may be held responsible for the repair or replacement of the equipment, software, etc., if government equipment is damaged due to the employee's own negligence or other misconduct by the employee.
 12. **Lost, Mislaid or Stolen Equipment:** In the event that a laptop or other equipment issued to the employee is lost, mislaid or stolen, the employee shall immediately notify his or her Information Security Officer, immediate supervisor, and the Privacy Officer.
 13. **Liability:** The employee understands that the government will not be responsible for damages to an 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, 28 U.S.C. §§ 2671-2680, or the Military Personnel and Civilian Claims Act, 31 U.S.C. § 3721, 38 U.S.C. §§ 14.664-14.669.
 14. **Work Area (for alternative worksite only):** The employee agrees to provide a distraction-free worksite adequate for the performance of official duties and alternative worksite best practices checklist
 15. **Worksite Inspection:** The employee agrees to permit the government to inspect the alternative worksite during the employee's normal working hours to ensure proper maintenance of government-owned property and conformance with safety standards. The employer will give the employee reasonable notice of a planned inspection.
 16. **Alternative Worksite Costs:** The employer agrees that the government will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative worksite (e.g., home maintenance and utilities). Utility costs include monthly service charges for telephone, cable or Internet service providers. Management agrees to reimburse the employee for business-related long distance calls with prior written approval only. Management has the option to provide the employee with a government-issued calling card or personal digital assistant (e.g., iPhone) for business-related long distance calls. Approved authorizations are filed with this agreements. The employee understands that he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while performing official duties, as provided for by statute or regulation.
 17. **Workers' Compensation:** The employee understands that he or she is covered under the Federal Employees' Compensation Act if injured while performing official duties at the authorized alternative worksite. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative worksite and to complete any required forms. The supervisor will investigate all reports of injury as soon as practicable following the notification.
 18. **Work Assignments/Performance:** The employee agrees to complete all assigned work according to procedures established by the supervisor. The employee may be required to attend meetings, conferences, training or otherwise report to the agency worksite on day or hours normally scheduled as the alternative worksite. The employee will meet with the supervisor to receive assignments and review completed work as necessary and appropriate. The employee's performance will be evaluated against standards contained in the employee's performance plan. Management and the employee understand there will be no distinction in the performance standards for teleworkers and non-teleworkers. Teleworkers and non-teleworkers will be treated equally for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reduction in grade, retaining, and removal, work requirements, and acts involving managerial discretion.

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19. **Information Security:** The employee will apply approved safeguards to protect government/HHS records from unauthorized access, disclosure or damage and will comply with the requirements of the Privacy Act of 1974, (5 U.S.C. § 552a), all applicable Federal privacy laws, regulations, and HHS policies and procedures. The employee understands that if confidential, sensitive, sensitive classified, unclassified or source selection data is authorized for use at the alternative worksite location, management will include criteria for proper handling, encryption, storage, safeguarding, and return of such information and data in the space allowed for Supervisor - Employee Specific Terms and Conditions of this agreement.
20. **Standards of Ethical Conduct:** The employee agrees that he or she is bound by official Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635), while working at the alternative worksite.
21. **Compliance with this Agreement:** The employee understands that failure to comply with the terms of this agreement may result in termination of this agreement. The employee also understands that nothing in this agreement precludes management from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of the agreement. Failure to comply also may result in disciplinary action against the employee if just cause exists to warrant such action.
22. **Termination of Agreement:** Participation in the HHS WFP is voluntary and extended to provide the flexibility required of a changing workforce. WFA may be terminated by the supervisor or the employee at any time. Reasons for termination may include circumstances wherein the arrangement is no longer conducive to the business needs of the organization, the employee's performance diminishes, or the employee no longer wants to work from a alternative worksite.
- a. If the WFA for remote work is terminated by the supervisor because the arrangement no longer meets the business needs of the organization, and the supervisor reassigns the employee to the agency worksite or other official worksite, the employee is entitled to relocation reimbursement.
 - b. If a WFA for remote work is terminated due to diminished performance or conduct violations and the supervisor elects to reassign the employee to the agency worksite, the employee is not entitled to relocation reimbursement.
23. **Workplace Flexibility Agreement Revalidation:** The employee understands that this Workplace Flexibility Agreement will need to be recertified or renewed based on the length of approval for the agreement in Section 1.

SUPERVISOR/EMPLOYEE SPECIFIC TERMS AND CONDITIONS *(Optional)*

CERTIFICATION

Employee Certification: By signing this Workplace Flexibility Agreement, the employee certifies that he/she has read the terms of this agreement, taken the required training, and agrees to adhere with applicable policies and procedures.

Management Certification: By signing this Workplace Flexibility Agreement, management officials certify that the position of the employee is suitable for telework, the employee is personally eligible for telework and/or remote work, and they have taken required telework training.

EMPLOYEE SIGNATURE	DATE (mm/dd/yyyy)	SUPERVISOR SIGNATURE	DATE (mm/dd/yyyy)
AUTHORIZING OFFICIAL SIGNATURE <i>(If required by your management)</i>	DATE (mm/dd/yyyy)		

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