



DEPARTMENT OF THE NAVY
NAVAL TRAINING CENTER
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GREAT LAKES, ILLINOIS 60088-5000

NTCGLAKESINST 12610.3
N72

JUN 12 1998

NTC GREAT LAKES (COMPLEX²) INSTRUCTION 12610.3

Subj: FLEXIBLE FAMILY-FRIENDLY WORK ARRANGEMENTS

Ref: (a) White House Memo of 11 July 1994
(b) SECNAV Memo of 9 June 1995
(c) DEPSECNAV Memo of 3 March 1995
(d) OCPM Memo of 27 January 1995
(e) OCPM Memo of 9 March 1995
(f) OCPM Memo of 3 July 1996
(g) NTCGLAKESINST 12610.2E
(h) NTCGLAKESINST 12550.1A
(i) NTCGLAKESINST 12630.3A

Encl: (1) Sample Agreement

1. Purpose. To promulgate regulations concerning use of Flexible Family-Friendly Work Arrangements, also known as flexi-place and telecommuting, using references (a) through (f).

2. Application. This instruction applies to all NTC Great Lakes Complex³ GS employees, Appropriated and Non-appropriated Fund, regardless of position title or grade, career-conditional, career, term, or temporary, full-time or part-time.

3. Background. References (a) through (f) initiated the use of flexible family-friendly work arrangements within the Federal work force. General guidelines are provided in references (d) and (f) and note that the term "flexiplace" is used to mean the same thing. References (g) through (i) remain in effect even when this instruction is employed.

4. Discussion.

a. For purposes of discussion, the terms "flexiplace," "telecommuting," and "working from home" will be interchangeable.

b. The primary emphasis in telecommuting is the production of the product. It can be as simple as using paper and pen to write, evaluate, create, design, or do other forms of work that require quiet concentration and the production of a product on paper. A telephone to be in touch with the supervisor and others may be all the technical equipment needed. However, it could require the use of a PC, modem, and fax at the employee's home.

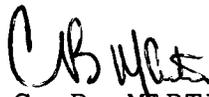
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c. The typical telecommuting employee works one or two days a week at home. This is not an entitlement program nor an employee benefit. If telecommuting does not work out for a specific employee, the immediate supervisor has the right to withdraw the employee from the program. Unless it is specifically written into the contract, it is not an option for contract employees.

d. The content of the work drives the decision to enter into a flexiplace agreement with an employee. Work requiring blocks of quiet time, such as creating plans, evaluating proposals, reviewing cases, drafting correspondence or technical manuals, or doing analysis, research, or data entry are examples. Also, telephone intensive work such as setting up a conference or doing a survey would be suitable. In most cases, portions of a job are suitable for telecommuting and other parts must be done in a traditional office. Work that deals with face to face contact with customers or secure information or other work that must be performed on-site due to its nature, is not suitable.

e. Candidates for telecommuting must not be in probationary status, must have received at least Exceeds Fully Successful on their most recent Performance Appraisal, and must have no disciplinary action pending. A drop in performance below Exceeds Fully Successful or initiation of disciplinary action shall be grounds for withdrawing an employee from the program.

f. Whether initiated by the employee or the supervisor, participation in telecommuting must be voluntary on the part of the employee and supported by the supervisor. A written agreement between the employee and command must be signed prior to beginning telecommuting (see enclosure (1)). The employee and supervisor must meet at least bi-monthly to discuss the effectiveness of the agreement.



C. B. MARTIN
Chief of Staff, Operations

Distribution:

NTCGLAKESINST 5216.5M

List I, II (Case A), III-A, B, C

Sample Agreement
Between Naval Training Center, Great Lakes and Employee Approved
for
Flexiplace on a Continuing Basis

The supervisor and the employee should each keep a copy of the agreement for reference.

(Activity) _____
(Employee) _____
(Alternative workplace
address) _____

Voluntary Participation

Employee voluntarily agrees to work at the Naval Training Center (NTC) approved alternative workplace indicated and to follow all applicable policies and procedures. Employee recognizes the flexiplace arrangement is not an employee benefit but an additional method NTC may approve to accomplish work.

Orientation/Evaluation/Focus Groups

Employee agrees to participate in an activity sponsored training session covering the legal and administrative requirements of the telecommuting program. Additionally, employee agrees to participate in evaluating the effectiveness of the telecommuting program. This evaluation process may include surveys, focus groups or other methods used to assess the effectiveness of the telecommuting program.

Trial Period

Employee and Activity agree to try out the arrangement for at least (specify number) months unless unforeseeable difficulties require earlier cancellation.

Salary and Benefits

NTC agrees a flexiplace arrangement is not a basis for changing the employee's salary or benefits.

Duty Station and Alternative Workplace

NTC and employee agree the employee's official duty station is: (indicate duty station for main office) and the employee's approved alternative workplace is: (specify street and number, city, and state)

Note: All pay, leave and travel entitlements are based on the official duty station.

Enclosure (1)

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Official Duties

Unless otherwise instructed, employee agrees to perform official duties only at the official duty station (main office) or NTC approved alternative workplace. Employee agrees not to conduct personal business while in official duty status at the alternative workplace, for example, caring for dependents or making home repairs.

Work Schedule and Tour of Duty

NTC and employee agree the employee's official tour of duty will be: (specify days, hours, and location, i.e., the main office or the alternative workplace).

Time and Attendance

NTC agrees to make sure the flexiplace employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify biweekly the time and attendance for hours worked at the main office and the alternative workplace. The employee agrees to certify his/her biweekly time and attendance for hours worked at the main office and the alternative workplace. The employee's supervisor may make unannounced visits to the alternative worksite during assigned work hours.

Leave

Employee agrees to follow established office procedures for requesting and obtaining approval of leave.

Overtime

Employee agrees to work overtime only when ordered and approved by the supervisor in advance and understands that working overtime without such approval may result in termination of the flexiplace privilege and/or other appropriate action.

Equipment/Supplies

Employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes. NTC agrees to install, service and maintain any Government-owned equipment issued to the flexiplace employee. The employee agrees to install, service, and maintain any personal equipment used. NTC agrees to provide the employee with all necessary office supplies and also to reimburse the employee for business-related long distance telephone calls.

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Security

No classified or Privacy Act documents (hard copy or electronic) will be either used or stored at an employee's alternative workplace. If the Government provides computer equipment for the alternative workplace, employee agrees to the following security provisions: (insert Activity-specific language).

Liability

The employee understands the Government will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

Work Area

The employee agrees to provide a work area adequate for performance of official duties.

Worksite Inspection

The employee agrees to permit the Government to inspect the alternative workplace during the employee's normal working hours to ensure proper maintenance of Government-owned property and conformance with safety standards.

Alternative Workplace Costs

The employee understands the Government will not be responsible for any operating costs associated with the employee using his or her home as an alternative worksite, for example, home maintenance, insurance, or utilities. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the Government, as provided for by statute and regulations.

Injury Compensation

Employee understands he or she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the main office or the alternative duty station. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative workplace and to complete any required forms. The supervisor agrees to investigate such a report immediately. The employee remains liable for injuries to third persons and/or members of the employee's family on the employee's premises.

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Work Assignments/Performance

The employee's most recent performance rating of record must be at least "Exceeds Fully Successful." Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee's performance plan. The employee agrees to provide regular reports if required by the supervisor to help judge performance. The employee understands a decline in performance may be grounds for canceling the alternative workplace arrangement.

Disclosure

Employee agrees to protect Government/Department of the Navy records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

Standards of Conduct

Employee agrees he or she is bound by Department of the Navy standards of conduct while working at the alternative worksite.

Cancellation

NTC agrees to let the employee resume his or her regular schedule at the main office after notice to the supervisor. Employee understands the Activity may cancel the flexiplace arrangement and instruct the employee to resume working at the main office. The Activity agrees to follow any applicable administrative or negotiated procedures.

Other Action

Nothing in this agreement precludes the Department of the Navy from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement.

(Employee's Signature and Date) _____

(Supervisor's Signature and Date) _____