LSC
Legal Services Corporation
*America's Partner for Equal Justice*

# FlexiPlace Work Agreement

Employee _____ Office _____

Supervisor _____

**Voluntary Participation**
Employee voluntarily agrees to work at the LSC-approved alternative work site indicated below and to follow all applicable policies and procedures. Employee recognizes that the FlexiPlace arrangement is not an employee benefit but an additional method LSC Management may approve to accomplish work. Employees who apply to work away from the office while taking care of a personal injury must provide a medical release to work prior to approval of the FlexiPlace request.

**Salary and Benefits**
LSC and employee agree that a FlexiPlace arrangement is not a basis for changing the employee's salary or benefits.

**Duty Station and Alternative Work site**
LSC and employee agree that the employee's duty station is the Organization's Headquarters in Washington, DC and that the employee's approved alternative work site is:

Address _____

City _____ State _____

Fax _____ Phone _____

Email _____

**Note**: All pay, leave and travel entitlement are based on the official duty station, except as otherwise provided by LSC's policy.

**Official Duty Status**
Unless otherwise instructed, employee agrees to perform official duties at the regular duty station or LSC-approved alternative work site. Employee agrees not to conduct personal business while in official duty status at the alternative work site.

**Work Schedule**
LSC and employee agree the employee's work schedule will be:

Specify dates, days, hours, at the alternative work site _____

**Work Assignments/Performance**
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 agreement. The employee understands that a decline in performance may be grounds for cancelling the alternative work site agreement.

The following are the assignments to be worked on by the employee at the alternative work site, with the expected delivery dates:

**Time and Attendance**
LSC agrees to make sure FlexiPlace employee's timekeeper has a copy of the employee's work schedule. The supervisor agrees to certify semi-monthly the time and attendance for hours worked at the regular office and the alternative worksite.

**Reporting Requirements**
The employee agrees to maintain contact with LSC headquarters via telephone, e-mail, fax, etc., according to the following terms (requires concurrence with Manager/Supervisor):

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

**Overtime**
If non-exempt, employee agrees to work overtime when requested 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. If exempt, the employee may work the number of hours necessary to get the job done and request compensatory time in accordance with the LSC compensatory time policy.

**Injury Compensation**
Employee understands he/she is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative duty station. The employee acknowledges that worker's compensation shall be the exclusive remedy for all job related injuries or illnesses. The employee further acknowledges that the worker's compensation exclusive remedy provision shall apply to any injury or illness sustained or contracted at the alternative work site. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternative work site and to complete any required forms. The supervisor agrees to investigate such a report immediately.

**Liability***
The employee understands that LSC will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative work site, except to the extent that LSC is held liable by applicable law. "LSC will not be liable for injuries sustained by persons other than LSC employees working at an approved alternative work site."

**Equipment/Supplies**
Employee agrees to furnish all equipment necessary for work at the alternative work site. Exceptions must be approved by the Office Director in consultation with OIT and OHR.

Employee further agrees to obtain from the Administrative Services Division all supplies needed for work at the alternative work site; out-of-pocket expenses for supplies regularly available at LSC will not be normally reimbursed.

**Security**
If, in exceptional circumstances, the Organization provides computer equipment for the alternative worksite, employee agrees to the security provisions as specified in the Policies and Procedures for LSC's Laptop Computers. (Contact OIT).

**Worksite**
The employee agrees to provide a work site adequate for performance of official duties.

**Alternative Worksite Costs**
The employee understands that LSC will not be responsible for any operating costs that are associated with the employee using his or her home as an alternative work site, for example, home maintenance, insurance or utilities. The employee understands he/she does not relinquish any entitlements to reimbursement for authorized expenses incurred while conducting business for LSC as provided by Policy guidelines.

**Disclosure**
Employee agrees to protect LSC's records from unauthorized disclosure or damage.

**Cancellation**
LSC agrees to let the employee resume his/her regular schedule at the regular office after notice to the supervisor. Employee understands that LSC may cancel the FlexiPlace arrangement and instruct the employee to resume working at the regular office. LSC agrees to follow any applicable administrative procedures.

**Other Action**
Nothing in this agreement precludes LSC from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of the Agreement.

_____ Date

Employee Signature

_____ Date

Supervisor Signature

_____ Date

Director, OHR Signature

Digital Signatures are encouraged, however manual signed copies are acceptable.
(for help creating an electronic signature click this link: http://lsceweb.lsc.gov/sites/default/files/eweb/pdfs/AcrobatAdobe10-DigitalSignatureInstructions.pdf)

**To be completed by Supervisor**

**Cancellation Notice:** The above agreement has been cancelled effective for the following reason:

*Does not alter the nature of employee's at-will employment status with LSC.