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## **Section 2 - New Pilot Program Initiative (s)**

The Department and the NCFLL acknowledge that new, modern work practices and advances in technology may provide increased opportunities for individual Flexi-place arrangements, consistent with the efficiency of the service. Toward this goal, the Department agrees to formulate new pilot program(s) for Flexi-place initiatives in certain components of the Department where the work has previously not been conducive to a Flexi-place arrangement. The Department will keep the Union advised of and provide the Union opportunity for input in the development of the pilot program(s). The Department will keep the Union apprised of the pilot program(s) at scheduled Labor-Management Relations Committee meetings.

## **Section 3 - Types of Arrangements**

There are two basic types of Flex-place arrangements:

- A. Informal arrangements are episodic in nature, requiring agreement between employees and their supervisors; however, no written agreements are required.
- B. Formal arrangements are more permanent in nature, and include Telecommuting Centers or home-office sites. These require a written agreement. Trial periods may be utilized to determine the practicality of long-term formal arrangements.

## **Section 4 - Eligibility and Application**

Both parties anticipate that the predominant use of Flexi-place will be informal or episodic. When employees wish to participate in formal programs, they will apply to their respective supervisor(s) who will evaluate requests by considering aspects such as:

Whether the employee's work can be performed at an alternate work site;

Cost of such arrangement;

Technological and equipment needs; and Communication needs.

Employees are encouraged to seek guidance and advice from their designated Steward when requesting to participate in the formal Flexi-place program. The designated Steward shall be notified before a written agreement is finalized. Management will notify the NCFLL at the

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Labor Management Committee meetings of the names of the individuals approved for formal Flexi-place arrangements and the effective dates.

If the supervisor and employee agree to a formal program, the specifications of the agreement will be reduced to writing and signed by both. If consensus cannot be reached, the supervisor will explain the reason(s) for denial.

Pre-existing Flexi-place arrangements should be brought into conformance with the requirements of this Article.

### **Section 5 – Recall**

Employees participating in Flexi-place programs must be accessible and available for recall to their regular offices for a variety of reasons. Employees may be called back for emergencies or new work assignments. A recall is not a termination of the Flexi-place arrangement.

### **Section 6 - Consideration for Formal Program**

Supervisors shall consider aspects such as:

1. Whether the work can be performed at the proposed site and whether the arrangement would be consistent with the mission of the Agency.
2. Costs of such arrangements.
3. Existing performance, conduct, or leave restriction situations.
4. Technology requirements.
5. Office coverage, access to the customer, team involvement, and access to the supervisor.

### **Section 7 - Termination of Agreement**

A. Supervisors may terminate agreements whenever:

1. The arrangement no longer supports the mission.
2. Performance standards are not being met or conduct is unacceptable.
3. Normal production and quality of work are not being maintained.
4. Costs of the agreement become impractical.
5. Technology changes require return to the regular office.

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6. Reassignment causes a change of work.
  7. Employees do not conform with the terms of their agreement.
- B. Management will attempt to provide appropriate advance notice of the termination of an agreement to the extent practicable.
  - C. Employees may voluntarily terminate participation in Flexi-place arrangements at any time; however, employees may be expected to continue working at home offices or Telecommuting Centers for a reasonable period to allow Management time to arrange a work station.
  - D. Termination of agreements may necessitate shared work stations in the regular office or reassignment to another office.

## **Section 8 - Pay Status**

- A. Overtime and night pay differential agreements will conform to regulations and this contract. Employees will not perform overtime or night work at alternate work sites without prior approval.
- B. Agreements will conform with time and attendance regulations and this Contract. Hours of work will be described in formal agreements. Agreements may conform to the flexi-time plan for the office and will conform to the Contract.

## **Section 9 - Dispute Resolution**

Supervisors and employees are expected to resolve disputes related to the Flexiplace program informally.

Disputes related to denial of participation, recall, or termination of agreements that cannot be resolved informally will be submitted in writing directly to the Regional Head of the Agency.

The Regional Head of the Agency will hold a face-to-face meeting with the employee and his/her Union Representative within five working days to hear the appeal of actions taken by Management.

The Regional Head of the Agency will make a written determination to all parties within two working days after the meeting.

Time extensions and alternatives for face-to-face meetings will be made by mutual consent of the Union and the Regional Head of the Agency.

The Regional Head of the Agency's decision is final and binding.

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Nothing in Article 28, Section 9, will interfere with the Union's right to file an institutional grievance, as described in Article 15, seeking relief regarding the application of Article 28.

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## ARTICLE 29

### Job Sharing

In today's labor market, the NCFL and Management recognize that more flexible work schedules are necessary to attract and maintain a quality work force.

Job sharing is a way to permit employees to work part-time in positions where full-time coverage is required.

#### A. Definition

Job sharing is a form of part-time employment in which the tours of duty of two (or more) employees are arranged in such a way as to cover a single full-time position.

#### B. Status

Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, record keeping, reduction in force, adverse actions, grievances, and personnel ceilings.

#### C. Tour of Duty

Specific work schedules depend on the nature of the job and the needs of the office and the job sharing team. Almost any reasonable arrangement is possible if it meets the needs of the supervisor and the job sharers. Scheduling should take advantage of the fact two people rather than one are filling the job; these possibilities include overlapping time, split shifts, or working in different locations at the same time. Work schedules for job sharers can be from 16 to 32 hours per week and can be varied in the same way as other part-time employees. The amount of scheduled overlap time depends on the needs of the particular position.

#### D. Other

A proposal can come from a full-time employee who wants to reduce work hours, from a team of job sharers, or from a supervisor who wants to consider filling a vacancy with job sharers. When an employee's