

WS Directive

4.102 10/11/12

ALTERNATE DUTY LOCATION

1. PURPOSE

To outline policy for a change in official duty station (alternate duty location) assignments for WS personnel.

2. REPLACEMENT HIGHLIGHTS

This directive revises WS Directive 4.102 dated 5/22/2006.

3. BACKGROUND

WS strongly supports policies that allow for the appropriate balance between a family-friendly workplace and an environment focused on mission-related results and cost-efficiency. Under exceptional circumstances, WS may permit the designation of a change in duty station to an alternate duty location to accommodate employee needs. This Directive establishes the criteria that will apply in the very rare instances that WS will allow such a change in an employee's official duty station. This Directive is not intended to allow employees to select individual duty stations.

4. POLICY

The term "change in official duty station (alternate duty location)" means that an employee's official work station is changed from the geographic location traditionally associated with his/her job to a new location. Locations for duty stations are a management decision and are determined in a manner which promotes the efficiency of the program, does not impact customer service, and is fair and equitable to employees. Alternate duty locations may be arranged at (in descending order of preference) other established Wildlife Services offices, co-location sites with other USDA facilities, through agreements with other Federal, State, or local agencies, as selected by the supervisor. Arrangements for these alternate duty location sites will be determined through a collaborative effort among involved WS staff, and/or other USDA office managers, where appropriate. This Directive addresses those changes in duty station that are based on an individual's request to accommodate a personal situation. This Directive does not cover directed reassignments or other administratively determined changes in duty station.

5. ELIGIBILITY

WS supervisors may recommend alternate duty locations for non-supervisory employees who have demonstrated the ability and practice of working without direct supervision, occupy positions which can be executed successfully from remote sites using standard government business practices, and who meet the criteria (outlined below). Concurrence by the appropriate Director (Regional, National Wildlife Research Center, or Operational Support Staff), and approval by the Deputy Administrator is required to make these assignments.

This Directive does not apply to:

- a. Participants in the Flexiplace Program (Telework Program; WS Directive 4.103), who are required to alternate days between their official duty station and their private residence and/or Agency designated satellite area in their local area.
- b. Field Employees, whose private residence is their duty station. These employees are often in the field traveling from various locations to perform their duties and work out of their homes to prepare reports, correspondence, receive messages, etc., and do not report to a federally owned or leased facility.

6. PROCEDURES AND CRITERIA

Requests will be considered on a case-by-case basis and critical factors will be evaluated relative to benefits to be derived by the program and fairness to the WS employee under consideration.

a. Requests for a change in duty station must be documented with:

1. Written justification which includes:

- (i). Mission-related benefit(s) to WS.
- (ii). Cost-benefit analysis (including travel expenses, equipment, etc.)
- (iii). Supervisor's certification and written justification that the position is a demonstrated hard-to-fill position, and the employee has unique knowledge, skills, or abilities related primarily to assigned duties which constitute highly valuable assets critical to the Agency's mission.
- (iv). Supervisor's certification that the duties of the position are portable and that changing the employee's duty station will not adversely affect other employees.
- (v). A statement that procedures are in place for monitoring the employee's work assignments.

(vi). A fully successful or better prior year Performance Rating.

2. Memorandum of Understanding (Attachment 1) signed by the employee, his/her supervisor, the appropriate Director (Regional, National Wildlife Research Center, or Operational Support Staff), and the Deputy Administrator.

b. Requests must be recommended by the employee's supervisor (submitting the request), with concurrence of the appropriate Director (Regional, National Wildlife Research Center, or Operational Support Staff) prior to being submitted to the Deputy Administrator for final approval. The Deputy Administrator will return the packet and the decision down the chain of command to the employee's supervisor. The employee's supervisor will forward the packet to the Servicing Personnel Office, if approved.


c. SF-52, Request for Personnel Action will be processed after approvals are received.

d. The employee assumes all costs of the move to and from the duty station.

Supervisors will assess the effectiveness of the arrangement during performance reviews to ensure that organizational needs are being met. If a determination is made that organizational needs are not being met, the arrangement will be terminated. All requests which are approved must be resubmitted annually to the Deputy Administrator to ensure the criteria continue to be met. Employees are advised to consider the requirement as they plan living arrangements at the location. The Agency will have no liability and will not pay any costs, such as the purchase or rental of housing or educational expenses, should the employee be required to return to the traditional or original duty location.

7. REFERENCES

WS Directive 4.103, Telework Program (07/18/2012;
http://www.aphis.usda.gov/wildlife_damage/ws_dir_ch4.shtml)



Deputy Administrator

MEMORANDUM OF AGREEMENT
BETWEEN
WILDLIFE SERVICES
AND
[EMPLOYEE]

This document describes the terms and conditions of work, related to the request of [Employee's name] to change his/her official duty station to [City, State]. The employee assumes all costs of the move to the new duty station.

The request to change the official duty station is for a period not to exceed one year and must be resubmitted annually.

Voluntary Participation

[Employee's name] voluntarily agrees to work at an Agency-approved official duty station [City, State] and to follow all applicable policies and procedures. [Employee's name] recognizes that the change has been initiated at his/her request.

Time Period

The request to change the official duty station is for a temporary period and will be reviewed during performance reviews. The request will require annual approval. [Employee's name] and Wildlife Services agree to continue this arrangement until either party requests cancellation. If the employee's performance declines or if the arrangement fails to benefit organizational needs, the Agency may terminate this arrangement and change the official duty station to [City, State] at any time.

Pay, Work Schedule, and Benefits

All pay and entitlements are based on the official duty station [City, State].

If the employee also requests a change in work schedule, the tour of duty must be documented on the MRP 346, Designation of Tour of Duty. If the new work schedule is less than full time, the work schedule must be documented on the SF-52, Request for Personnel Action. Leave accrual will be pro-rated and will be based on the employee's work schedule.

Time and Attendance

This MOU does not circumvent or change any established T&A or leave guidelines.

The employee agrees to follow established office procedures for planning, requesting, and obtaining approval of leave. Requests for leave will be sent to the supervisor in writing.

The employee agrees to work overtime/compensatory time only when requested and approved in advance by the supervisor.

Work-Related Travel

The employee and Wildlife Services agree that the employee may be requested to return to [City, State] on an as needed basis for consultation, briefings, meetings, etc., necessary for the successful initiation and or resolution of projects.

Wildlife Services agrees to pay all work-related travel expenses.

Employee Responsibilities

The employee agrees to:

- a. Complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to the guidelines and standards in the employee's performance plan.
- b. Have work assignments monitored for quality and quantity.
- c. Protect Agency records/documents from unauthorized use or damage and comply with the requirements of the Privacy Act of 1974, 5 U.S.C. 552a.
- d. The employee agrees to protect any Government-owned equipment and to use the equipment only for official purposes.

Adverse/Disciplinary Actions

Wildlife Services is not precluded from taking appropriate disciplinary or adverse action against the employee should he/she fail to comply with the provisions of this agreement.

_____ Employee's Signature and Date

_____ Supervisor's Signature and Date

_____ Director's Signature and Date

_____ Deputy Administrator's Signature and Date