

2c 7/8/21

Article 50 | Telework

Section 1 TA General

Kamsh
7/8/21

- A. 1. Telework is a program that permits employees to work at home or at other approved locations remote to the assigned post-of-duty (POD). Telework arrangements may include working at home or in satellite office sites or other approved Telework work sites with or without computers and other electronic equipment. The assigned POD of an employee approved for Telework must be an IRS POD and may not be the employee's residence. **TA**
2. For all Telework arrangements approved by the Employer, the Telework location must be within a ~~200~~ 150-mile radius of the employee's assigned POD. ~~(a) Managers have discretion to approve exceptions may be granted for up to two pay periods per calendar year on a temporary basis if the nature of the employee's work permits such an exception and approval of the temporary exception is beneficial to the Employer. If granted, the reporting requirements in Section 1.A.3-4 and 4.B are waived (all other provisions of this Article apply), and the employee will be required to use their own leave if unable to telework (e.g., power outage). Approvals must be in writing. TA~~
- ~~(b) Individual requests to permanently extend the mileage limitation up to a 200-mile radius from the employee's assigned POD must be filed by National NTEU with the IRS Director, Workforce Relations Division. Denials of such requests are not grievable.~~
3. If requested by the Employer, the employee must be able to report to his or her their office for his or her their normal tour of duty on the following workday at no cost to the Employer. Furthermore, the requirement to report to his or her their POD could be for any number of workdays or consecutive workdays and will not entitle the employee to reimbursement for travel and per diem. **TA**
4. Employees on a frequent Telework arrangement are required to report to their assigned POD at least two (2) days each pay period for their full TOD, and may be removed from Telework if they fail to do so. However, managers have discretion to waive the reporting requirement for frequent Teleworkers in accordance with 5 CFR Sec. 531.605(d)(2). Such a waiver will be in writing. Mobile workers who regularly perform work within the locality pay area meet the reporting requirement by performing field work in the locality pay area of their assigned POD at least twice during each pay period. If an employee is on an approved absence for all of a day on which he/she they would otherwise have to report to the POD, the requirement to report is satisfied. An employee who has reported to his/her POD for less than their full TOD to the extent they are on approved leave has met the requirement. **TA**
5. A supervisor's official relationship with, authority over, and accountability for an employee participating in the Service's Telework Program is no different than his or her their relationship with, authority over, and accountability for employees who are not participating in the Telework Program. Consistent with the provisions of this Article, the supervisor retains the authority to review, determine, and approve participation in this program. **TA**

B. Types of Telework TA

Employees may be eligible for Frequent Telework, Recurring Telework or Ad Hoc Telework consistent with the criteria set forth in subsections ~~2FE~~, ~~2GF~~, ~~2HG~~, ~~2IH~~ and ~~2JL~~ of this Article. **TA (cite)**

1. Frequent Telework involves regular and recurring duties that may be performed at the approved Telework site for more than eighty (80) hours each month (not including overtime, credit hours or compensatory time worked). **TA**
2. Recurring Telework involves recurring work assignments performed at the approved Telework site for eighty (80) hours or less per month (not including overtime, credit hours or compensatory time worked). **TA**

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3. Ad Hoc Telework involves instances of non-recurring projects or work assignments that may occasionally be performed at the approved Telework site. Each instance of ad hoc Telework must be approved in advance by the supervisor. **TA**

C. Participants will be permitted to work at home or other Telework work sites full days or a portion of a day when approved for a Telework arrangement pursuant to the provisions of this Article. **TA**

1. Work schedules for employees participating in Telework must be consistent with the provisions of Article 23 of this Agreement. Employees who Telework for a portion of a day must use non-duty hours (e.g., unpaid lunch or meal period), or otherwise take leave or credit hours for commuting between their POD and approved Telework site. **TA**
2. Unless as otherwise provided by this Article, there is no limitation on how the days worked on Telework may be configured as long as the scheduling is not disruptive to the work that remains in the office nor causes an unreasonable burden on those who choose not to work a Telework arrangement. For example, a Recurring Telework Agreement may include recurring or concurrent days each week, a single day, or a group of single days (e.g., Mondays in October, Tuesdays in November), depending on the nature of the employee's work. Management and employees may decide not to designate specific recurring days but to engage in an ongoing discussion as needed as to which days should be designated based upon the nature of the employee's work. **TA**

D. Work away from the office may vary depending upon the individual arrangements between the employee and the manager. **TA**

E. 1. Employee participation in the Telework Program is voluntary. Once an employee enters into a Telework Agreement, the employee may, at any time, terminate, reduce, or request to increase the number of hours and/or days on which the employee performs work at the Telework location. If such modifications change the type of Telework for which the employee has been approved (e.g., from Frequent to Recurring Telework), the employee will be required to execute a new Telework Agreement. **TA**

2. Employees who choose to work Frequent Telework should be prepared to continue in that program for a period of at least twelve (12) months given the impact it could create by returning to the office and requiring office space. Any time an employee on Frequent Telework believes ~~he or she~~ **they** needs to permanently or temporarily return to work in the IRS office, the employee will normally provide the Employer with thirty (30) days notice of the needed change, except in emergency situations such as the loss of space in the home, security reasons or lack of equipment. The Employer will make reasonable efforts to accommodate the employee's needs. Employees returning to the IRS office in these circumstances must recognize that the equipment and workstations that are made available by the Employer may not immediately be the same as the ones they had prior to participating in the Telework Program. Subject to the provisions of Article 11, Section 23 of the Agreement, the Employer is expected to provide the employee a complete work area equal or similar to that of others in their ~~his or her~~ occupation in their assigned POD within a reasonable time frame. **TA**

F. Telework is not a replacement for dependent/family care. Employees with a Telework Agreement are permitted to Telework even if there are dependents/family at the Telework site. However, any interruptions or time spent giving care to such individuals during the employee's tour of duty will not be considered hours of work. The employee is expected to account for such non-work hours as soon as practicable with appropriate leave (paid or unpaid) or other paid time off. **TA**

TA (lifted from Sec. 7.J)

Section 2 Eligibility

To be considered for a Telework arrangement or to continue to work on a Telework arrangement, an employee must meet the following criteria: **TA**

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A. An employee must have been in the Service's employ for at least twelve (12) months; however, the supervisor may decide to shorten the one (1) year service requirement on a case-by-case basis. TA

B. An employee must have a "fully successful" (or equivalent) performance appraisal. If the employee has worked for more than twelve (12) months and does not have an appraisal, ~~he/she~~ **they** will be assumed to be "fully successful." If the employee is on a Performance Improvement Plan (PIP), ~~he or she is~~ **they are** not considered to be fully successful and not eligible for participation in the Telework Program. TA

- CB.** 1. The employee must not have received any disciplinary/adverse action in the last twelve (12) months that would negatively impact the integrity of the Telework Program, e.g., falsification of time and attendance records or any violation of Section 1203(b) of the RRA of 1998. TA
2. The employee must not have received a disciplinary action for being absent without permission for more than five (5) days (at least 41 hours) in any one (1) calendar year and the record of the discipline remains in the OPF. For the purpose of this provision, "officially disciplined" means any discipline that is placed in the employee's OPF. TA
3. The employee must not have ever been officially disciplined for violations of subpart G of the Standards of Ethical Conduct of Employees of the Executive Branch for viewing, downloading or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties. TA
4. If the employee's duties have been changed due to a conduct investigation in which management has sufficient evidence of serious wrongdoing that would negatively impact the integrity of the Telework Program, the employee will not be approved for Telework pending resolution of the conduct investigation. TA

DC. The employee must be at the journey or full working level of ~~his or her~~ **their** position (e.g., Revenue Officer GS-11) or have been in the position for more than two (2) years, whichever is less. However, the supervisor may decide to shorten the two (2) year time frame in this subsection ~~and the one (1) year service requirement in subsection 2A, above,~~ on a case-by-case basis. TA

IRS Note: strikethrough language moved to subparagraph A, above.

ED.

1. The employee must have a telephone (or capability to make and receive calls) and high-speed internet if the work being performed at the Telework site requires IRS network connectivity; work space suitable to perform work; utilities adequate for installing equipment; and a general work environment that is generally free from interruptions and provides reasonable security and protection for government property. The cost of these will not be paid by the Service. Nothing in this provision prohibits employees who are issued an ~~air card~~ **a mobile hotspot** or other comparable technology consistent with their IT profile from using it at a Telework location. TA

2. In addition to the requirements in Section 2.E.1, above, telephone trained employees (as defined in Exhibit 23-1, Section 2.A.1) who are assigned incoming/outgoing calls using an automated telephone system must have high-speed internet through a wired connection to their IRS computer if management determines it is necessary. Where the employer has determined a wired connection is necessary, it will provide cables of up to 100' feet, upon request. TA

FE. Frequent Telework Criteria

An employee who meets the eligibility criteria set forth in subsections 2A through 2DE, above, is assigned to one of the occupations listed in Exhibit 50-2 ~~subsection 2G-F, below,~~ and has regular and recurring duties that may be performed at the approved Telework site for more than eighty (80) hours each month will normally be approved for Frequent Telework upon request. Employees may be approved for any number of days and hours between the minimum (more than 80 hours per month) and maximum, consistent with the two day reporting requirement in Section 1A4, above (e.g., dependent on their job duties, some employees may be required to report to the office more than two days per pay period). However, the parties recognize that some employees in the occupations listed below may be assigned duties that are not appropriate for Frequent Telework. Therefore, the Employer reserves the right to assert on a case-by-case basis that an employee is not eligible for Frequent

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Telework. Such an assertion must be based upon a determination that the employee's work at the time of the request; (1) does not encompass regular and recurring duties that can be effectively accomplished outside of the traditional office/team setting; or (2) cannot be accomplished by an employee working independently of other co-workers, support staff, and/or his or her their supervisor, without any adverse impact on individual and/or overall team or office productivity or customer service. **TA**

~~F. The following occupations are eligible for Frequent Telework:~~

- ~~1. Revenue Agents;~~
- ~~2. Computer Audit Specialists;~~
- ~~3. Revenue Officers, OIC, ROE;~~
- ~~4. Estate & Gift Tax Attorneys;~~
- ~~5. Engineers and Appraisers;~~
- ~~6. Economists;~~
- ~~7. Dyed Diesel Fuel Compliance Officers;~~
- ~~8. Program/Management Analysts;~~
- ~~9. Tax Specialists in TEC (SBSE) and Tax Consultants in SPEC (W&I);~~
- ~~10. The following occupations in Appeals:~~
 - ~~(a) Appeals Officers;~~
 - ~~(b) Settlement Officers;~~
 - ~~(c) Tax Computation Specialists; and~~
 - ~~(d) Tax Compliance Officers;~~
- ~~11. The following occupations in TAS:~~
 - ~~(a) RO and RA Technical Advisors;~~
 - ~~(c) Quality Analysts;~~
 - ~~(d) Tax Analysts in Technical Analysis and Guidance; and~~
 - ~~(e) Account Technical Advisors.~~
- ~~12. RO Reviewers and Advisors in SB/SE;~~
- ~~13. Applications Development employees in IT;~~
- ~~14. RA Reviewers in LB&I and SB/SE;~~
- ~~15. Bankruptcy Specialists (non-campus positions);~~
- ~~16. Portfolio Specialists;~~
- ~~17. The following occupations in Procurement:~~
 - ~~(a) Business Operations Specialists;~~
 - ~~(b) Procurement Analysts;~~
 - ~~(c) Contract Price/Cost Analysts;~~
 - ~~(d) Contract Specialists;~~
 - ~~(e) Procurement Technicians; and~~
 - ~~(f) Information Technology Specialists.~~
- ~~18. Budget Analysts;~~
- ~~19. Computer Aided Facilities Management Specialists;~~
- ~~20. Tax Analysts (W&I and SB/SE only) in Business Modernization; Media & Publications; Field Assistance; Return Integrity and Correspondence Services; SPEC; Strategy & Finance; Fraud/BSA; Communications; Liaison & Disclosure; Collection; Examination; and Specialty Programs;~~
- ~~21. Tax Law Specialists in Media & Publications and TE/GE;~~
- ~~22. Research Staff in SB/SE;~~
- ~~23. Public Affairs Specialists;~~
- ~~24. IT Specialists (IT) in:~~
 - ~~(a) Enterprise Information Technology Program Management Office~~
 - ~~(b) Strategy and Planning;~~
 - ~~(c) Affordable Care Act (ACA) Office; and~~
 - ~~(d) Enterprise Services.~~
- ~~25. IT Contracting Officer Representatives and IT Specialists (Customer Support) on the Service Desk in UNS;~~
- ~~26. IT Specialists (IT) in EOPS as follows:~~
 - ~~(a) Demand Management and Project Governance Division;~~
 - ~~(b) Mainframe Services and Support Division;~~
 - ~~(c) Security Operations and Standards Division; and~~
 - ~~(d) Server Support and Services Division.~~

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- 27. IT Management Services Employees
- 28. Computer Scientists in IT Enterprise Services
- 29. Financial Technicians (GS-503) in the Innocent Spouse Operation (ISO);
- 30. Tax Specialists (GS-526) in Centralized Specialty Tax Units (SBSE);
- 31. The following occupations in W&I:
 - (a) Tax Analysts in CAS HQ (includes only AM, SP, JOC, and EPSS);
 - (b) Budget Technicians;
 - (c) Braille Specialists;
 - (d) Translators;
 - (e) Translator Assistants;
 - (f) Visual Information Specialists;
 - (g) Operations Research Analysts—Research;
 - (h) Statisticians;
 - (i) Publishing Specialists;
 - (j) Education Training Specialists;
 - (k) Distribution Analysts in Media and Publications excluding CPS and NDC;
 - (l) IT Specialists—EPSS and SP; and
 - (m) Tax Analysts in Compliance HQ;
- 32. Social Scientists;
- 33. The following additional occupations in LB&I:
 - (a) Tax Computation Specialists;
 - (b) RA and Engineer Issue Practice Group Subject Matter Experts;
 - (c) RA and Engineer Issue Practice Group Coordinators; and
 - (d) Technical Specialists
- 34. 510 Series Accountants (in CFO);
- 35. The following 301-series occupations in PGLD:
 - (a) Disclosure Technical Advisors;
 - (b) Government Liason Analysts;
 - (c) Disclosure Specialists
- 36. Attorneys (GS-905) and Paralegals (GS-950) in the Office of Professional Responsibility

The parties at the National level may mutually agree to place other positions on Frequent Telework. **TA**

G. Frequent Telework – Other Occupations

Nothing in this section precludes an employee who meets the eligibility criteria in subsections 2A through 2FE above, and is assigned to an occupation not listed in subsection 2GF above Exhibit 50-2, from requesting Frequent Telework. Such requests will be approved or denied based on the criteria listed in subsection 2FE, above. **TA**

H. Recurring Telework Criteria

1. All IRS employees, including those in occupations listed in subsection 2GF above Exhibit 50-2, and employees occupying campus positions, who meet the eligibility criteria set forth in subsections 2A through 2DE above, and who occupy a position that involves recurring work and assignments for eighty (80) hours or less per month that: (1) can be effectively accomplished outside of the traditional office/team setting; **and** or (2) can be accomplished independently of other co-workers, support staff, and/or the employee's supervisor, without any adverse impact on individual/team or overall office productivity or customer service may request and be approved to work Recurring Telework. Using the criteria listed above, the supervisor will, on a case-by-case basis at the time of the request, either approve or disapprove the request. Employees may be approved for any number of days and hours **up to** ~~between the minimum and a~~ maximum (~~up to~~ **of** 80 hours per month). **TA**
2. The hours specified above shall be prorated for part-time employees. **TA**

I. Ad Hoc Telework Criteria

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All IRS employees who meet the eligibility criteria set forth in subsections 2A through 2ED, above, and have a ~~nonrecurring project or~~ work assignments that can be effectively accomplished outside of the traditional office/team setting on an occasional basis such as report writing, document review, a project, preparing course materials for an instructor assignment or drafting correspondence, may work Ad Hoc Telework subject to the approval of their supervisor. **TA**

J. Dispute Resolution TA

Any disputes over the denial of a Telework arrangement will be resolved as follows:

1. The Employer will place in writing its decision to deny a Telework request and provide the written decision to the employee. Within ten (10) workdays of the employee's receipt of the written decision to disapprove the request for Telework, the Union and/or employee may file a request for reconsideration of the denial to the first level Executive or designee in the employee's chain-of-command.
2. The written request for reconsideration must include the reasons that the employee and/or Union believe the denial was not appropriate.
3. If requested by either party, a telephonic meeting will be held to discuss the denial of the Telework arrangement. During the meeting, the Union may present documents to support approval of the Telework arrangement.
4. The meeting shall include a Union steward, the employee, the Executive or designee. A Labor Relations Specialist may also attend at the option of the Executive or designee.
5. The Executive or designee will consider the information submitted by the employee and/or Union and provide a written response to the employee and Union within fifteen (15) workdays of the receipt of the request for reconsideration or the telephonic meeting if one is held.
6. If the Union disagrees with the decision of the Executive or designee, the Union may invoke arbitration in accordance with the streamlined arbitration process of Article 43, subsection 4D of this Agreement. However, conventional arbitration procedures will be followed if either party provides notice of the intent to introduce bargaining history consistent with Article 43, subsection 4A21 of this Agreement.

K. Modification, Suspension, or Termination of Telework Arrangements TA

A supervisor may temporarily suspend, modify or terminate a Telework arrangement. Decisions to temporarily suspend, modify, or terminate a Telework arrangement must be made by the supervisor on a case-by-case basis and based on business needs or employee performance or conduct. Examples of reasons for ~~or~~ a temporary suspension, modification or termination of a Telework arrangement would include: **TA**

1. anytime an employee falls below minimum eligibility requirements as defined in this Article; **TA**
2. an employee fails to comply with his/her their Telework agreement; **TA**
3. failure by the employee to communicate with managers, co-workers and customers consistent with subsection 5A2 of this Article; **TA**
4. issuance of a PIP, leave restriction letter, or intent to deny a within-grade increase; **TA**
5. an employee who otherwise has portable duties is temporarily required to provide on-site office coverage; **TA and/or**
6. the employee's performance declines (e.g., reduction in a mid-year progress review or end-of-year appraisal, two (2) negative recordations separated by at least sixty (60) days for employees at the journey level or higher; or two (2) negative recordations separated by at least thirty (30) days for employees below the journey level) and the decline may be reasonably attributed to working on Telework. **TA**
7. In the event an employee changes positions, the manager and the employee should review and update the Telework Agreement, as necessary. **TA**
8. If the employee's duties have been changed due to a conduct investigation in which management has sufficient evidence of serious wrongdoing that would negatively impact the integrity of the Telework Program, the employee may be suspended from Telework pending resolution of the conduct investigation; and/or **TA**

9. Final disciplinary or adverse action based on conduct that negatively impacts the integrity of the Telework program, e.g., falsification of time and attendance records or any violation of RRA of 1998, Section 1203(b). Under such circumstances, the employee may be suspended from Telework for up to twelve (12) months beginning on the effective date of the discipline. **TA**

Section 3 TA Implementation

A. Prior to engaging in Telework, employees must individually enter into a Telework Agreement. The Telework Agreement may be found in Exhibit 50-1. Exhibit 50-1 is available electronically as Form 11386. The Telework Agreement will include the current Telework type, location, and day(s) or schedule. Any permanent change that modifies the employee's type of Telework (e.g., Frequent to Recurring, Recurring to Frequent) must be captured in a new Telework Agreement. Changes to Telework days ~~or location~~ that do not affect the type of Telework for which employees are approved may be made by pen and ink changes on their existing Telework agreement. **TA**

B. Employees who are currently approved for a Frequent or Recurring Telework arrangement may retain that arrangement pursuant to the provisions of this Article. **TA**

C. Training TA

1. Employees shall complete IRS Telework training prior to entering into a Telework Agreement. **TA**
2. Subject to workload considerations, employees will be granted up to one (1) hour of administrative time to complete the Telework training. **TA**
3. NTEU Chapters may review the Telework training material by accessing the Agency's online training platform Enterprise Learning Management System (ELMS). **TA**

Section 4 Management Responsibilities

A. Managers will meet with Telework employees ~~working Frequent and Recurring Telework~~ at least once a year for the purpose of discussing, reviewing, and updating the Telework agreement, including capturing any update to a telework location in a new Telework Agreement, if necessary. **TA**

B. The Employer has the right to direct Telework employees to report to the office on their scheduled telework day due to special circumstances, e.g., office assignments, meetings and/or training classes, Filing Season Agreements, and details to other duties. These should be planned to give the employee notice in time to travel to the official duty site during ~~his/her~~ their regular commute time. Time spent traveling will not be considered hours of work if it is commuting. When the employee is scheduled for a full day tour of duty (TOD) at the Telework site and receives notification to report to the official duty station too late to travel during normal commute time, administrative time will be granted. **TA**

C. The Employer has the right to meet with employees to give assignments and to review work as necessary at either the official duty station, approved Telework location, or a mutually agreed upon site. **TA**

D. To ensure that Information Systems and sensitive information procedures are in place at alternate work sites, the Employer may inspect the employee's work site with forty-eight (48) ~~twenty-four (24)~~ hours notice to the employee. The employee may arrange for an NTEU representative to accompany the Employer at the inspection. If the employee refuses a work site inspection, the Employer may immediately cancel the employee's Telework arrangement and the employee must surrender all Employer equipment and return to the appropriate office setting. The Employer will notify the employee as to the date and approximate time of arrival, the number of management officials coming to ~~his or her~~ their home, the estimated duration of the inspection and other appropriate information. The employee is entitled to forty-eight (48) ~~twenty-four (24)~~ hours notice of any such visits to the employee's work site except in cases of emergency or similar extraordinary cause. In all cases, as much notice as possible will be given. **TA**

Section 5 TA Employee Responsibilities

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- A. ~~1. Employees must provide the supervisor and/or designee in advance, with all the specific information regarding their work schedule, general type or scope of work to be performed and location of the alternate work place. This includes the obligation to inform the supervisor when they are unable to perform work due to illness or personal problems during the Telework TOD and requesting appropriate leave.~~

TA (covered by Section 3.A and Telework Agreement)

~~1.2. Employees must contact the office to report time, to retrieve messages, and to notify the supervisor and/or designee of changes in work locations and conditions that interrupt work (e.g., power or internet outage), and must maintain communications with managers, co-workers and customers during the time the employee is on Telework.~~ **TA**

2. Employees may be required to report to the worksite for regularly scheduled meetings. TA

~~3. Employees may be required to use online communication tools (e.g., meeting invites via Outlook calendar, instant messaging) if management determines the tool would be useful in performing their duties while Teleworking. Employees using instant messaging may use all of its features, including "available," "busy" and "do not disturb." Employees are encouraged but not required to use webcams for a meeting. Management has determined that online communication tools will not be used as a method by which to monitor/track employees, measure productivity, or act as a time and attendance tool. Employees will not be required to use any online communication tool until training has been provided. Nothing in this provision waives the Union's right to bargain over the impact and implementation of new technology when required by law, rule, or regulation.~~ **TA**

B. Employees must protect all Government records and data against unauthorized disclosure, access, mutilation, obliteration, and destruction. Files and other information that are subject to the Privacy Act regulations must be secured in a way that renders these records and data inaccessible to anyone other than the employee. At a minimum, this will require that all records and data be kept under lock and key when not in the possession of the employee. **TA**

C. Employees must comply with all required security measures and disclosure provisions, including computer cable locks, password protection and data encryption so that at no time are the security, disclosure, or Privacy Act requirements of the Service compromised. **TA**

D. Employees must ensure that government provided equipment/property is used only for authorized purposes. **TA**

~~E. Employees will report time spent on Telework on Form 3081 or in the online time-keeping system SETR.~~ **TA cut and paste to Sec. 6.**

E. F. Employees may not use a personal email account to conduct any official business of the Government. **TA**

~~F G. This includes the obligation to~~ **Employees will** inform the supervisor when they are unable to perform work due to illness or personal problems during the Telework TOD and requesting appropriate leave. Employees on Telework who experience conditions that prevent work at their Telework site and that do not impact their assigned POD (e.g., power outage, connectivity issues) will contact their manager as soon as practical. Employees may be directed to report to their assigned POD to complete their workday. Employees who are directed to report to their assigned POD to complete their workday will be granted administrative time (duty time) to report to the office. Managers may grant administrative leave, subject to any statute or regulation, in lieu of directing the employee to report to the POD on a case-by-case basis. **TA**

Section 6 TA

Time and Attendance, Hours of Duty, and Alternate Work Schedules (AWS)

A. Existing rules in Title 5 of the U.S. Code and the Fair Labor Standards Act (FLSA) apply to Telework arrangements. **TA**

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B. Participants may request any schedule allowed for their positions consistent with Article 23 of this Agreement. Employees may earn credit hours on Telework, if permitted by their work schedule, and consistent with the provisions of Article 23, subsection 5A1 of this Agreement. **TA**

C. Overtime, compensatory time and credit hours must be approved in advance consistent with Articles 23 and 24 of this Agreement. **TA**

D. Regulations and provisions of this Agreement regarding leave remain unchanged under the Telework Program. **TA**

E. Employees will report time spent on Telework on Form 3081 or in the online time-keeping system SETR. **TA**

~~E. In order to verify time and attendance, a participating employee and his/her supervisor must communicate at least one time during each pay period.~~ **TA**

Section 7 TA

Telework Requirements During Weather and Safety-Related Conditions

A. Whenever it becomes necessary to close an office because of a weather or other safety-related condition, reasonable efforts will be made to inform all employees by private or public media, including email, the IRS Emergency Hotlines, and other methods as appropriate and available. Such notice will be made as soon as practicable. A "weather or other safety-related condition" is one which is general rather than personal in scope and impact. It may be caused by developments such as terror alerts or attacks, heavy snow or severe icing conditions, floods, earthquakes, hurricanes or other natural disasters, air pollution, massive power failure, major fires or serious interruptions to public transportation caused by incidents such as strikes of local transit employees or mass demonstrations that create safety-related conditions consistent with 5 CFR Part 630, Subpart P. **TA**

B. For the purpose of this Section, Telework-ready employees are employees with an approved Telework Agreement who have the necessary equipment (e.g., laptop) and necessary work files (paper or electronic) at their Telework location (or transportable to the Telework location pursuant to Section 7.E, below) to perform required duties at the Telework location at the time of an office closure or at other times as discussed below. **TA**

C. When an employee with an approved Telework Agreement may reasonably anticipate that a weather or other safety-related condition may force the closure of his/her their IRS facility (e.g., forecasted snow storm), the employee must take reasonable steps (within an employee's control) to become Telework-ready – i.e., take necessary work equipment and necessary work files to his/her their Telework location – for the anticipated day(s) the facility may be closed. In such circumstances, managers may authorize employees who are not in their POD to travel on administrative time (duty time) to their POD to obtain necessary work equipment or files to become Telework-ready. **TA**

D. When an employee is Telework-ready and a weather or other safety-related condition forces the closure of his/her their IRS facility, the employee is expected to perform work at her/his their approved Telework location for her/his their entire TOD. Where the employee's telework site is also impacted by the same weather or safety-related condition (e.g. hurricane, wildfire, flood, evacuation) as the POD and the condition prevents the employee from safely working (e.g., power outage, evacuation order), the employee may be granted an equivalent amount of weather and safety leave. If the employee is not Telework ready for all or part of the tour of duty when a weather or safety-related condition forces the closure of the IRS facility, the employee may be granted an equivalent amount of weather and safety leave. **TA**

E. When a teleworking employee experiences a weather or other safety-related condition that prevents him/her them from safely working at his/her their Telework site, the employee must contact his/her their supervisor as soon as practicable. The employee may be directed to travel to the employee's regular worksite – provided he/she they may safely travel under the circumstances – to complete his/her their workday. If directed to travel during regular duty hours, he/she the employee will receive administrative time (duty time) to do so. If the employee is not directed to report to his/her their regular worksite, the employee will be granted weather and safety leave. To be

granted weather and safety leave under this provision, the employee may submit Form 10837 or other appropriate documentation (e.g., email) in support of his/her their claim. **TA**

F. In the event the office has an early departure, employees who have a Telework agreement and who are working in the office are required to take their equipment and work files to their Telework location to finish their TOD. Employees required to travel to their approved telework location during regular duty hours will be granted weather and safety leave for the time required to travel home. **However, if the employee's telework site is also impacted by the emergency condition (e.g. hurricane, wildfire, flood, evacuation) and the condition prevents the employee from safely working (e.g., power outage, evacuation order), the employee may be granted an equivalent amount of weather and safety leave.** **TA**

G. In the event the office has a delayed opening, telework ready employees who were scheduled to report to the office may request to use unscheduled telework for their entire tour of duty or arrive at the delayed opening time to complete their tour of duty in the office. **TA**

H G. Unscheduled Telework hours worked due to a weather or safety-related office closure or unscheduled Telework announcement will not count against the employee's maximum number of hours permitted under the Telework Agreement. The unscheduled telework day will count toward the two (2) day per pay period requirement to report to the POD referenced in Section 1.A.4 of this Article. **TA**

I H. Employees who are required to work unscheduled Telework will not have their previously scheduled Telework days changed or cancelled. **TA**

J I. Employees on a Telework agreement may cancel preapproved leave or paid time off and be granted the same amount of weather and safety leave as other employees if: (1) the intended purpose of the leave or paid time off is frustrated by the same weather and safety-related condition forcing the office closure; and (2) the employees are not Telework-ready. The manager may request information or documentation to show that granting weather and safety leave is appropriate. **TA**

~~J. Employees with a Telework agreement are permitted to Telework even if there are dependents/family at the Telework site. However, any interruptions or time spent giving care to such individuals during the employee's tour of duty will not be considered hours of work. The employee is expected to account for such non-work hours as soon as practicable with appropriate leave (paid or unpaid) or other paid time off.~~

IRS Note: cut and pasted into Section 1.

K. In cases where weather and safety leave is granted for consecutive days, the employee must be reachable by the Employer via telephone or email, provided such services are available. If so, the employee must respond to attempts to communicate within twenty-four (24) hours. **TA**

Section 8 TA

Furniture and Equipment

- A.
1. All requests for furniture and equipment will be provided within thirty (30) days of the request contingent upon budget, with the understanding that if it is not provided within the thirty (30) days, it will be provided as soon as possible thereafter. **TA**
 2. The Employer has determined that employees will not be provided duplicative equipment for purposes of Teleworking. Equipment provided for purposes of mobile work does not constitute duplicative equipment provided for the purpose of this subsection. **TA**
 3. Equipment provided for use in a POD may not be removed for use in a Telework site except for certain peripheral computer equipment (e.g., cable locks, docking station, mouse, keyboard, or monitor) unless otherwise authorized by this Section. **TA**

B. Employees on Frequent Telework

IRS Proposal 9 (06.28.21) TA, READY FOR SIGNATURES

If requested, employees participating in Frequent Telework will be provided the following equipment:

1. a lockable file cabinet purchased by the Employer; **TA**
2. for communications, employees will be provided with the capability to make outgoing and receive incoming calls via employer-provided technology; **TA**
3. a Government-issued personal computer equipped with technology for remote network access; and **TA**
4. the capability to print, scan, fax and/or copy if the Employer determines it is needed for the employee to perform his or her **their** job duties. **TA**

If the equipment/capability provided to the employee becomes inoperative, the Employer will repair or replace it as soon as practicable. **TA**

C. Employees on Recurring Telework

If requested and related to their job duties, employees participating in Recurring Telework will be provided with the capability to send and receive voice calls and messages to assist in their communication needs with management and customers, **and a lockable file cabinet purchased by the Employer**. Based upon the work approved for the Recurring Telework arrangement, and to the extent laptops are available through the loaner laptop program, employees will be provided a loaner laptop if they do not already have a laptop as part of their normal job duties. **TA**

D. Employees on Ad Hoc Telework

Employees approved for an Ad Hoc Telework arrangement will not be provided additional equipment and must be able to complete the assigned work at the Telework site using the equipment provided for their normal job duties. However, to the extent laptops are available through the loaner laptop program, employees will be provided a loaner laptop if they do not already have a laptop as part of their normal job duties and a laptop is needed to complete the work. **TA**

E. Employees with Field-Based Duties

An employee who works ~~Frequent Telework~~ or Recurring Telework, and who regularly performs a combination of Telework and field-based assignments for eighty (80) or more hours each month, will also be provided equipment consistent with subsection 8A above. **TA**

Section 9

Local Telework Agreements

~~Local collective bargaining agreements which conform to the provisions of this Agreement and any national midterm agreements regarding the Telework Program will remain in effect subject to the terms of Article 54 of this Agreement.~~

TA

Section 10

Workstations

~~If the Employer decides to implement the **desk sharing** 3:1 ratio for unassigned workstations consistent with Article 11, Section 23 of this Agreement due to a decision to reduce, consolidate, restack or repurpose work space, or increase staffing or relocate an office, the Employer will provide notice to NTEU pursuant to Article 47, Section 5 of this Agreement.~~

TA

Section 9 TA

Information

By October 31st of each year, the Employer IRS will provide data for the prior fiscal year showing the a list of employees approved for telework, including their name, BOD, POD, Series, and Grade, and type of telework (frequent, recurring, or ad hoc), **and the total number of telework hours worked by each employee.** **TA**

