

The Original
South Texas District
Flexiplace Agreement

Preamble

This agreement implements the provisions of the Flexiplace Program contained in NORD IV agreement. The flexible workplace arrangement allows employees to work at home or other approved sites, which are away from the official duty station. It is a voluntary program that is designed to benefit both the employee and the agency.

A. Background

1. WHEREAS "**Flexiplace**" is a program designed to permit Federal employees to work at home or other approved locations remote to the conventional office site. Flexiplace is comprised of three (3) different programs which are explained further in Section C, Flexiplace Programs. The terms "**Flexiplace**" and "**telecommuting**" are synonymous and include working at home or in satellite offices with or without computers and other electronic equipment. Participants may work at the remote site full days or a portion of a day, one day or five days per week. The work schedule should be configured in a manner which is not disruptive to the work that remains in the office and does not violate Federal personnel rules and regulations.

WHEREAS The Internal Revenue Service (IRS) is moving to a highly technical and sophisticated tax administration program, which will cause changes in what large numbers of employees do and will shift where we will have specific types of office operations. More importantly, the IRS will be technically capable of having employees working from a variety of work sites and still be able to serve the taxpayer, thereby reducing administrative and overhead costs. Reduced commuting costs, increased personal time, etc., benefit the employee under Flexiplace. The community benefits as well through decreased traffic congestion, reduced fuel consumption, and air pollution abatement.

2. WHEREAS The IRS Flexiplace Work Place Program (hereafter referred to as Flexiplace) is a joint initiative with the National Treasury Employees Union (NTEU) and is a product of the Plan for Human Resources Issues (PHRI). The objectives of the program are to:

- foster the principles of quality,
- support a diverse workforce, and

- improve public service.

1. WHEREAS IRS Policy Statement P-0-56 (Establishing the Internal Revenue Service as a family friendly work place) states that "The IRS is committed to providing a family friendly work environment that supports employees in balancing their work, family, and community life. The Service encourages managers and employees to become familiar with family friendly work arrangements and to use them in meeting employee and agency needs."

Therefore, it is agreed:

B. Scope

1. Provisions of this document apply to all South Texas District bargaining unit employees participating in Flexiplace.
2. Participants will be selected without regard to race, color, ethnic background, gender, religion, national origin, or physical ability.
3. IRS places a high premium on ethical standards and expects employees to conscientiously perform their duties at all times. Employees are reminded that all standards governing ethical behavior remain in effect regardless of where or when work is performed.
4. The District Director has determined that Flexiplace is in the best interests of the South Texas District by reducing office space to conserve resources and reducing traffic congestion. When Flexiplace is implemented, the reasons, expectations, and anticipated benefits should be clearly defined and communicated throughout the organization.
5. When administering Flexiplace, attention will be given to the number and types of potentially participating positions, availability of funds, impact on recruitment and retention, environmental and legal issues, and quality of life and safety for employees. Flexiplace may be established without regard to functions or geographical location. It is the intent that Flexiplace be at least cost neutral and of benefit to the District.
6. The Flexiplace Coordination Team will consist of two (2) members. One member shall be selected by the NTEU Chapter 52 President, and the other member will be selected by management. All appointments to the Flexiplace Coordination Team will be in writing and will be for a two (2) year period, unless terminated by the respective parties. Designated responsibilities of the Flexiplace Coordinating Team are enumerated under Section G.1, Flexiplace Coordination Team.

C. Flexiplace Programs

1. **Traditional Flexiplace Program (TFP)** - The employee works an established number of days per week at an alternative work site. A minimum of sixteen (16) hours per pay period must be worked at the traditional work place.
2. **Hours Flexiplace Program (HFP)** - The employee may work up to forty (40) hours per month at an alternative work site.

D. Program Measurement

Each divisional office is responsible for the development of a measurement system to evaluate the success of the Flexiplace Program. Each measurement system must be approved by the Partnership Council, prior to implementation of Flexiplace in the division. The measurement system plans must be submitted for approval no later than 31 days after the completion of this agreement.

E. Types of Jobs for Flexiplace

1. A broad range of positions are appropriate for Flexiplace. Positions suitable for Flexiplace depend upon the job tasks rather than the job title. Typical Flexiplace jobs are those which can be performed independent of the main office at least a portion of the week and have little or no negative impact upon the remaining work. Examples of suitable job tasks for TFP are those of revenue agents, revenue officers, diesel fuel inspectors, and estate and gift attorneys. Examples of job tasks not suitable for TFP are those of secretaries, "support" clerks, taxpayer service representatives, and tax auditors.

Although individuals in certain positions may not be eligible to participate in TFP, there may be occasions when these individuals will be eligible to participate in HFP.

Work performed at the alternative work site may also include collateral duty assignments for those employees participating in Flexiplace, provided that the criteria, responsibilities, and performance standards requirements (as described in Sections F, G, and H of this agreement) are still met.

2. The requirements below must be met in determining the positions to be included in the Flexiplace Program:
 - a. work activities are portable and can be performed effectively outside the office;
 - b. job tasks are easily measured or primarily project oriented;
 - c. contact with other employees and customers is predictable;

- d. the technology needed to perform the job is currently available;
- e. management has determined the security of data (including sensitive, non-classified, privacy act concern etc.) can be adequately assured; and
- f. level of supervision required of the position or the employee is minimal.

(The above may be accomplished through the review and analysis of position descriptions, performance elements and standards, and local operating guidelines.)

F. General Flexiplace Criteria

1. Criteria for all employees participating in the Flexiplace Program

- a. voluntary participation;
- b. no leave restriction letters within the last twelve months;
- c. fully successful on the employee's last annual appraisal;
- d. level of work performed independently without close supervision (e.g., trainee under OJI is not "work performed independently without close supervision");
- e. not serving as an OJI;
- f. non-probationary employee;
- g. meets equipment requirement(s) of employee's position;
- h. adequate work space at alternative work site;
- i. amount of influence employee's job tasks have on the work flow and co-workers at the traditional work place is minimal;
- j. primary duties **not** devoted to face-to-face contact with the public, other employees state agencies, etc., at the traditional work place; and
- k. reasonable expectation exists that contacts or other work, the employee is unable to accomplish via telecommunications or mail at the alternative work site, will be achieved when the employee is at the traditional work place.

2. Distinction between TFP and HFP

The only distinction between TFP and HFP is the amount of time an employee can work at the alternative work site and still perform his/her job tasks in a satisfactory manner. HFP requires the same criteria as TFP (**except for criteria F.1.j.**) and has time limitations the alternative work place as the primary difference between the two programs.

G. Designated Responsibilities

1. Flexiplace Coordination Team

- a. monitor and report on the implementation of Flexiplace to the Partnership Council;
- b. coordinate the training which participating employees and their managers receive prior to beginning actual participation in Flexiplace, with any formal training conducted jointly by the District and NTEU Chapter 52 for bargaining unit employees; and
- c. serve as a resource in resolving conflicts between employees wishing to participate or participating in Flexiplace and their managers.

Disputes arising out of the implementation and maintenance of this agreement will be addressed through the provisions of Article 41, NORD IV. The members of the Flexiplace Coordination Team may be utilized as resources by their respective parties at any stage of the grievance process.

2. Immediate Managers

Management has determined that immediate managers are responsible for:

- a. review and approve employee requests for participation in the Flexiplace Program. First-line supervisors may deny a request if the employee does not meet established criteria for participation as outlined in Sections E and F of this agreement;
- b. work with employees to resolve any logistical issues associated with employees' requests to participate in the Flexiplace Program;
- c. review equipment needs and recommend appropriate changes;
- d. conduct, after twenty-four (24) hours advance notice to the employee, periodic inspections of the home worksite during the employee's normal working hours. Inspections may be performed to ensure that non-portable government-owned property is properly maintained, a work site is available, and adequate security exists;
- e. modify performance plans and expectations of participating employees to address job-related issues unique to Flexiplace;
- f. monitor participating employee's work and provide timely feedback regarding performance expectations or results;
- g. advise participating employee, in writing, of any nonconformance issues (including security requirements and performance expectations);
- h. advise participating employee, in writing, if it becomes necessary to terminate his/her participation in Flexiplace;
- i. complete reports which may be required by Flexiplace;
- j. ensure that Flexiplace Contracts, along with the Flexiplace Checklist (attachment 2), are completed and signed;

- k. process accident and injury reports; and
- l. schedule office coverage.

2. Employees

- a. complete the Flexiplace Contract;
- b. self-certify that an adequate worksite is available and safe and that adequate/secure storage is available. (This self-certification does not preclude periodic inspections by management. Such inspections are discussed above in G.2.d. Participating employees have the option of requesting the presence of an NTEU representative during the work site inspections.)
- c. provided the manager with any information which will support the employee's Flexiplace Contract;
- d. maintain, at a minimum, a fully successful level of performance;
- e. complete all necessary forms and reports which may be required by Flexiplace;
- f. provide office coverage, as scheduled by management;
- g. adhere to existing group sign-out procedures;
- h. obtain managerial approval in advance of any change in location of the alternative worksite and update the Flexiplace Contract to accurately reflect the change in alternative worksite;
- i. notify the manager whenever the employee is unable to perform work during the approved tour of duty, and request appropriate leave status (i.e., annual, sick, military, or LWOP);
- j. adhere to existing group call-in/telephone procedures;
- k. comply with all required security measures, including password protection and data encryption, to ensure the security or Privacy Act requirements of the IRS are-not compromised. (See IRM 2(10)00, Automated Information Systems Security);
- l. protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, or destruction, in. use only government-owned computer equipment, hardware and software, when performing official duties involving sensitive information;
- m. ensure that government-owned equipment is used only for official purposes;
- n. advise the employee's manager/first-line supervisor immediately if the employee wishes to withdraw from Flexiplace. (Notwithstanding the six-month commitment to participate in Flexiplace, earlier termination may occur if

- both the employee and his/her manager agree that it would be in the best interests of both parties to do so);
- o. notify the manager immediately of any work-related accident or injury, and submit all required forms; and
 - p. ensure that a proper work environment is maintained, including dependent care arrangements which will not interfere with work. Flexiplace is not a substitute for dependent care.

4. The IRS will not be responsible for the following:

- a. damages to an employee's real or personal property when that employee is performing official duties or using government equipment at an alternative worksite, except to the extent allowed by the Federal Tort Claim Act and/or the Military Personnel and Civilian Employees Claims Act; or
- b. operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of a personal residence as an alternative work place. The participating employee continues to be entitled to reimbursement for authorized expenses while conducting official business, as provided by statute and implementing regulations. Participating employees will be entitled to the same authorized reimbursements as the employees working at the conventional work place.

H. Performance Standards and Expectations

1. Employees participating in Flexiplace will have no higher performance expectations than those employees not participating in Flexiplace. Performance expectations must be clear, objective, and consistent with those of employees in the conventional work place.
2. Employees participating in Flexiplace may be removed from Flexiplace if the employee's performance falls below fully successful. Participating employees will be given advance notice of their performance falling below fully successful along with the reasons for their drop in performance. Participating employees will also be given sufficient opportunity to improve their performance prior to receiving a rating of less than fully successful. Termination from the Flexiplace Program will occur after exhausting all grievance procedures within the District. The applicable employee will be reinstated in the Flexiplace Program if the performance appraisal is raised through binding arbitration, or when a later appraisal indicates performance at or above fully successful.

3. Employees will be expected to follow IRS standards of conduct and ethical behavior in order to participate in Flexiplace. An employee may be terminated from the Flexiplace Program if that employee has committed a conduct violation which negatively impacts the Flexiplace Program or the Internal Revenue Service.

I. Flexiplace Contract and Checklist

Management has determined that all employees who wish to participate in the Flexiplace Program and their first-line supervisors will be required to complete, date, and sign the employee's Flexiplace Contract and Flexiplace Checklist prior to commencing the employee's participation in Flexiplace.

J. Facilities, Equipment, and Security

1. Participating employees will have an adequate work place for the performance of their official duties. Employees must also have a telephone available to communicate with their first-line supervisor/manager. The South Texas District may provide, subject to availability of funds or equipment at the request of the employee, necessary property (e.g., locking file cabinet, computer, modem, chair, desk, etc.) to accomplish the duties of the position. Employees will not be required to purchase, but may do so on their own volition, any equipment or resources needed to perform their duties at an alternative work place. The procurement and/or assignment of government property will be accomplished through Support Services.

2. Participating employees who rent their principle residence and use that residence as their alternative work place will secure a written "work-at-home" agreement from their landlord if adjustments are required to accommodate electronic equipment, wiring and electrical connections, etc. Management will, under these circumstances, ensure that the work site meets adequate wiring and safety standards. If extensive rewiring or other modifications are required in order to bring the work place up to minimum safety standards and the cost to do so would be prohibitive, management and/or the employee may explore other options to allow the employee to participate in Flexiplace.

3. Fire detectors may be installed, at the government's expense, when required for the benefit of the government.

4. Participating employees will pay the expense of any increase in utilities.

5. Public Law 102-141, Section 625, permits governmental agencies to utilize appropriated funds to pay for the installation and servicing of telephones in private residences. Management will determine when it is in the best interests of the government to do so and ensure that adequate safeguards exist to prevent misuse of the telephone equipment.

6. Absent a government telephone and/or credit card, participating employees will be reimbursed for business-related long distance telephone calls from their alternative work place.

7. Where appropriate, computer modems and automatic voice/data switches may be installed at the personal residence of a participating employee.

8. Management has determined that the South Texas District will retain ownership and control of any hardware, software, telecommunications equipment, and data placed in the personal residences of participating employees. Government-provided equipment, software, etc., will be used for official purposes only. Participating employees are prohibited from using any government-furnished equipment, etc., for personal use.

9. The South Texas District is responsible for maintaining and repairing all government-furnished equipment, which is placed at a participating employee's alternative work site.

10. Because of the risk of introducing viruses into government-owned computer systems, management has determined that the use of privately owned computers and software to access sensitive data is prohibited (see IIRM 2(10) 64a). Pursuant to IRM 2(10) 65, employees may process non-sensitive data on personally owned computers if all of the following conditions are met:

- a. specific permission is obtained from management;
- b. all IRS data is deleted upon completion of the work, in conformance with object reuse requirements;
- c. all diskettes containing IRS data are secured in IRS-approved locking cabinets or drawers, removed from the alternative work site and returned to the conventional workplace upon completion of the work, or securely stored when its use is ongoing; and
- d. all diskettes are scanned for computer viruses with software approved by the IRS.

11. Files and other information subject to Privacy Act regulations must be secured from unauthorized access. Records will be secured whenever they are not in use.

12. Government-provided computer equipment peripherals, telephones, FAX machines, system documentation, removable media, etc., will be protected during nonworking hours from theft, access, tampering, or other physical hazards. Locking cabinets and/or restraining devices are appropriate to provide the necessary protection.

K. Information Systems

Management has determined the following:

1. Only government-owned computer equipment will be used for processing sensitive information (e.g., taxpayer, Privacy Act, or financial data). Flexiplace employees will comply with the security requirements of TD-P-71-10 and IRM 2(10)00.
2. Only IRS-approved systems security access devices and copyrighted software, including virus detection and password security, will be utilized on government-owned computer equipment. Copies of "pirated" (i.e., illegal, non-registered) software will not be used on government-owned equipment.
3. Government-owned equipment, software, and magnetic media will be protected from magnets, liquids, and other obvious hazards.
4. Magnetic media will be degaussed or overwritten if it is intended to be reused.
5. Files containing IRS data will be secured when not in use or not in the possession of the participating employee (see MM 1(16) 41).
6. Sensitive information stored on hard disks at the alternative work site must have IRS-approved security access hardware/software installed and utilized. The access control package utilized will contain password security, audit trail, file encryption (using "public key" methodology for resident data on the hard disk), virus' protection, and data overwriting (object reuse) capabilities.
7. Sensitive information processed on government-owned equipment at the alternative work site using modems and/or other telecommunication devices to transmit the sensitive data will be encrypted (using "public key" methodology) during transmission pursuant to TD-P-71-10 and IRM 2(10) 42.
8. Sensitive data will not be accessible from an alternative work site unless the Flexiplace Coordinating Team certifies that the system adequately protects the information and that such use conforms to applicable laws or policies.

L. Time and Attendance, Hours of Duty, and Alternative Work Schedules

1. Existing rules in Title 5, U.S.C., and the Fair Labor Standards Act apply to Flexiplace Contracts.

2. Flexiplace may be appropriate for employees who work conventional hours (8 hours a day, 40 hours a week), Alternative Work Schedule (AWS), or part-time. Schedules should be sufficiently flexible to permit periodic adjustments, particularly in the beginning of Flexiplace participation. Maximum flexibility in establishing work schedules is encouraged, but must be consistent with the Office of Personnel Management Guidelines. Unstructured work schedules are prohibited. Hours of work will be scheduled in accordance with the requirements of the work assigned and will not be based on the alternative work site unless otherwise negotiated under Flexihours. When temporary deviations from established schedules occur, such as earning and use of credit hours, local requirements under the AWS program will be utilized.

3. Management has determined that prior to working any overtime, advance authorization must be obtained.

4. Limits may be placed on the number of days per week an employee may work at an alternative work site to allow for office coverage, group meetings, and training. Management has determined to provide advance notice to participating employees to the extent practicable. Notwithstanding the above, nothing in this agreement will restrict management's ability to require the presence of an employee, pursuant to its right to assign work under 5 USC 7106 (a)(2)(B), should management determine that the employee's services are necessary.

5. Regulations regarding leave remain unchanged under Flexiplace.

6. Time and attendance for participating employees will be monitored in the same manner as other employees.

7. Flexiplace participants will not be excused from work due to emergency dismissals at the conventional work place(s) unless there is a direct impact upon work being performed by employees at the alternative work sites. For example, employees at home offices will not be excused from work due to a power outage or building fire simply because employees at the conventional work place(s) are dismissed, unless work at the home office is intimately connected to work at the conventional workplace or the participating employee was scheduled to work at the conventional workplace that day. Similarly, if an emergency occurs at the alternative work site which, results in the participating employee not being able to work that day, then management may:

- a. excuse all or a portion of the day,
- b. reschedule the work,
- c. grant annual leave, or
- d. direct the employee to report to the conventional work place.

The circumstances of the situation will dictate how the problem should be resolved. For example, a neighborhood power outage at the beginning of the work-day may allow sufficient time for the participating employee to work at the conventional work place. In that situation, an excused absence may be granted for the time needed to report for duty at the conventional work place. Participating employees must notify their first-line supervisor/manager as soon as possible of any emergency which impacts upon their ability to perform official duties at their alternative work sites.

M. Injuries, Continuation of Pay, and Worker's Compensation

Participating employees can qualify, under the Federal Employees Compensation Act (FECA), for continuation of pay or worker's compensation for on-the-job injuries or occupational illnesses that occur at their alternative work sites during scheduled work time. Employees will report the occurrence to their first-line supervisor/manager as soon as possible. Management has determined that managers will investigate the reported injury, etc., in the same manner as they would have had the incident occurred at the conventional work place.

N. Official Duty Station

The General Accounting Office concluded that the central or conventional workplace will be the official duty station for the purpose of determining entitlement for pay and travel. Therefore, an employee living in an area designated for special salary rates or locality pay but whose official work place is not so designated will have his or her salary set as if the employee were working at the conventional work place.

O. Labor Relations Issues

Understandings reached between the South Texas District and NTEU have been incorporated into this Flexiplace Agreement.

P. Tie Breaking

In the event that there is a conflict in requests for specific Flexiplace schedules, ties will be broken using the earliest Federal service computation date. If utilization of the earliest service computation date does not break the tie, the participating employees' management will resolve the issue.

Q. Re-opener

Either party may reopen this agreement by serving written notice on the other party on September 15 or anytime thereafter up to and including October 1 of each year.

R. Duration and Termination

The effective date of this agreement will be thirty-one (31) days from the execution of this agreement or upon the approval of the Head of Agency, whichever is sooner. All parties to this agreement intend that the Flexiplace Agreement will run concurrent with NORD IV.

**(Signed by Michael Killfoil)
District Director
South Texas District**

Date: May 26, 1996

**(Signed by Dana Brewer)
Chapter President**

Date: May 26, 1996

National Treasury Employees Union, Chapter 52