

**DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
300 EAST EIGHTH STREET
AUSTIN, TEXAS 78701
JAN 06, 2000**

DISTRICT DIRECTOR

MEMORANDUM FOR ALL MANAGERS
SOUTH TEXAS DISTRICT

FROM: Thomas T. Kuntz
District Director Stop 1000AUS
South Texas District

SUBJECT: Flexiplace Agreement

Attached is a copy of the locally negotiated Flexiplace Agreement for employees of South Texas District. The Agreement provides that management will conduct meetings to inform employees of the provisions of this Agreement and provide copies of the Agreement, its attachment and addendum.

The attachment to the Flexiplace Agreement is an enrollment form. This form is required to be signed by the employee and manager when an initial election to participate in Flexiplace is made. Employees currently on Flexiplace should have an enrollment agreement on file.

The addendum to the Flexiplace Agreement is a review of security and disclosure issues which are applicable to all employees, but may be of particular concern to Flexiplace employees. The Agreement and addendum may be shared as part of the annual security awareness and/or Rules of Conduct review meetings conducted in your group.

If you have any questions, please contact Robert Hansen, Chief, Examination Division at 512-499-5971.

Attachment

**AGREEMENT
Flexiplace
South Texas District and NTEU Chapter 52**

Article 1

A. This Agreement, together with Article 50 of the NORD V Agreement and any appropriate laws, regulations or other National agreements between the Internal Revenue Service (IRS) (hereafter, the Agency) and the National Treasury Employees Union (hereafter, the Union), establishes the terms and conditions of employment concerning Flexiplace for the South Texas District bargaining unit employees (hereafter, employees) of the Agency.

B. The Agency and the Union will conduct joint meetings to inform employees of the terms of this Agreement. Management will provide a copy of this Agreement, its attachments and addendums to all employees before these meetings are convened.

C. Management will provide a copy of this Agreement to all new employees or transferees during their first full pay period.

Article 2

In the event there is a conflict involving participation in the Flexiplace Program, ties will be resolved using the senior Enter on Duty (EOD) date. If use of the senior EOD date does not break the tie, the following criteria will be applied in the succession prescribed below:

- 1) Seniority of Grade
- 2) SCD

Article 3

A South Texas District Flexiplace Addendum covering disclosure, security and financial issues will be attached to each Flexiplace Work Agreement.

Article 4

Conflicts in requests for equipment will be resolved by honoring the request of the employee who has been on Flexiplace for the longest continuous time. If there is a tie, it will be broken by the same criteria used in Article 2.

Article 5

A. This Agreement will become effective 31 days from the date of execution or upon receipt of Agency head approval, whichever occurs first. It will remain in effect until the expiration of the NORD V Agreement, which expires June 30, 2002.

B. Either party may reopen this Agreement for modification in July 2002.

FOR THE UNION

FOR THE AGENCY

/s/

/s/

Adrienne LaMonica, President
NTEU, Chapter 52
Date: October 26, 1999

James E. Gamble, Acting District Director
South Texas District
Date: October 18, 1999

**ADDENDUM TO
FLEXIPLACE AGREEMENT
South Texas District and NTEU Chapter 52**

In accepting this Flexiplace Agreement:

You have elected to change the location where you perform your work. You should exercise as much caution and care regarding disclosure issues as if you were working in an unsecured area.

You agree to continue to abide by all of the agreed upon provisions set forth in NORD V.

Your official post of duty remains the same.

You should read and familiarize yourself with Article 50 before signing the attached Internal Revenue Service Flexiplace Agreement.

To assist you, this document contains reminders of disclosure and security issues which are applicable to all employees but may be of particular concern to the Flexiplace employee. This list of reminders will serve as the basis of regular discussions of security requirements with employees by management.

Information was excerpted from the following list of references to create these reminders. They may be consulted for additional information. The current text of IRM references and other official directives will control if there is any conflict with the information provided. in these reminders.

Physical Security:

IRM 1(16) 00 addresses Physical, Document and Computer Systems Security IRM 1(16)12, Manager's Security Handbook, and IRM 1(16)41, Physical Security Handbook provide information on security classifications and considerations and exhibits identifying the items subject to various security classifications and the type of security required.

Data and Information Systems Security:

IRM 2.1.10.4.2 addresses Information Systems Security Rules

Treasury Document P-71-10 addresses Data Security Requirements

RC MEM 2(l 0) addresses Security Requirements for Automated Information Systems

IRM 1.3.1 addresses Disclosure of Official Information

Financial Guidelines:

IRM 1763 (Travel Handbook) addresses travel and relocation expenses.

IRM 1(14) 20 addresses IRS Acquisition Procedures.

Memorandum dated 7/2/98 from Acting Assistant Commissioner, Support Services, addresses NORD/NC V - Article 50, Flexiplace Facilities Management Guidelines.

DISCLOSURE REMINDER

All tax information concerning individuals and businesses is considered confidential or sensitive data. Therefore, the law prohibits IRS employees from disclosing, except to authorized persons, any information from tax returns, related documents, and other personal data about a taxpayer.

In addition to protecting the taxpayer's return, information obtained or developed by the IRS from other sources is also protected from disclosure. This includes liabilities or potential liabilities of persons for any tax, penalty, interest, fine, forfeiture, or other imposition or offense. In addition, the Service maintains sensitive information regarding its employees and internal operations, which requires appropriate disclosure safeguards.

As an employee, you are responsible for protecting the confidentiality of information by keeping confidential documents secure when not in use, ensuring that confidential information is not communicated to unauthorized persons, and contacting your group manager or the Treasury Inspector General when you have information about an unauthorized disclosure.

TELEPHONES

Telephones can be a source for disclosure if not properly used. Good telephone security practices can be ensured by following some basic telephone security rules.

Never discuss taxpayer information on a cellular or cordless phone. These phones have a high potential for disclosure because their signals are easily intercepted. Use a standard wired telephone commonly found in most homes.

Note: Employees may install an additional private line for official calls at the expense of the employee.

Care should be taken to protect official phone conversations in your home from being overheard by unauthorized persons. This includes guarding against the disclosure of sensitive information to family members.

Maintain a long distance phone log for official phone calls made on your personal telephone using a government phone card. This log may serve as documentation for official calls.

When receiving voice mail messages, caution should be taken to prevent them being overheard or intercepted by unauthorized persons. Systems requiring a Personal Identification Number (PIN) to activate messages are excellent for security but must be obtained at the expense of the employee.

COPY MACHINES

In some instances, a Flexiplace worker may have a need for copy services. If a copy machine is not available in your home, you might elect to make your copies at a commercial copy service. Regardless of the site, it is important to employ good security practices with copy machines.

When you have finished making copies, you must remove the original from the copy machine to prevent a disclosure to the next user.

Take care not to trash defective copies in an unsecured waste receptacle if the copies contain sensitive information. Keep the defective copies until they can be properly disposed of or shredded.

If you have a paper jam while using the copier, make sure that all the jammed copies are recovered from the machine.

All copying should be done "self-service." Do not give sensitive information to others to copy.

FAX MACHINES

In some instances, a Flexiplace worker may have the need to send or receive information via FAX.

A FAX coversheet will be used for all transmissions, which includes the disclosure caveat shown in IRM 1.3.1.9(I 1). An example is attached.

FAX machines cannot be integrated with, or a part of, any personal computer system.

Exercise extreme care when inputting the recipient's phone number to prevent unauthorized disclosures.

If the FAX requires a long-distance call and the call is being charged to a government credit card, be sure to add this information to the telephone log.

When you are away from the FAX machine, it should be turned off; or if it must remain operational, it should be located in an area which prevents unauthorized disclosure.

FINANCIAL NOTES

Government credit cards should only be used for authorized purchases.

Supplies should be obtained at the office. Neither credit cards nor travel funds should be used to purchase office supplies.

Do not commit to any services or purchases that may be an illegal procurement. Check with your supervisor when in doubt.

Notify your supervisor of any repairs or adjustments needed for government -owned equipment. Supervisors are responsible for arranging any necessary repair or adjustment to furniture through local service contract provisions.

FLEXIPLACE EQUIPMENT

Phone Numbers

Gov't	Employee	Serial Numbers
A	Private Phone Line	_____
B	Corded Telephone	_____
C	FAX Machine	_____
D	Copier	_____
E	Calculator	_____
F	Locking File Cabinet	_____
G	Locking Desk	_____
H	Chair	_____
I	Government Issued Computer	_____
J	Government Issued Printer	_____
K		_____
L		_____
M		_____
N		_____

IF ANY PHONE NUMBERS CHANGE, YOU MUST NOTIFY YOUR MANAGER IMMEDIATELY.

Additional Information:

ATTACHMENT 1

**INTERNAL REVENUE SERVICE
FLEXIPLACE AGREEMENT**

This document specifies the terms of the Flexiplace Program and constitutes an agreement between Manager and Employee.

1. Employee participation in the program is voluntary. Both parties agree to adhere to applicable policies and guidelines of the National/Local Flexiplace Work Agreement.

2. Any time an employee believes he or she needs to return to work in the IRS office, they will provide management with thirty (30) calendar days notice of the needed change, except in emergency situations. Management will make reasonable attempts to accommodate the employee's needs.

3. The employee agrees to participate in (choose one of the following):

_____ Traditional Flexiplace Program

_____ Hours Flexiplace Program

4. The employee's official duty station is _____.

5. The employee's Flexiplace v/work place address:

A. ____ Personal residence (information maintained by manager)

B. ____ Other than personal residence (see below)

Street _____

City, State, Zip _____

6. The employee's business phone number _____

7. The employee's IRS E-Mail address _____

8. The employee's IRS pager number _____

9. The employee's official tour of duty is _____

Exceptions may be approved in advance by the employee's manager in conjunction with AWS.

10. The group clerk/secretary will be advised of the employee's Flexiplace schedule. Employee time and attendance will be recorded as if at the official duty station.

11. Employees must follow established procedures when requesting and taking leave or requesting to work credit hours.

12. The employee will meet with the manager to receive assignments and to review work as necessary and appropriate at either the official duty station or a mutually agreed upon site.

13. Continuation in the program is dependent on the employee's maintaining a fully successful (or equivalent) performance appraisal and remaining free of any disciplinary actions.

14. The employee will provide reasonable safeguards and protect government agency records and property from unauthorized disclosure or damage and will comply with the requirements of the Privacy Act of 1974 and IRC 6103.

Employee Signature _____ Date _____

Manager Signature _____

Date _____

Privacy Act Notification - Authority - 5 U.S.C. 301. Purpose and Routine Uses - This Agreement is required by Article 50, subsection 10, of NORD/NC V. The primary use of this information is to specify the terms of the Flexiplace Program and constitute an agreement between the voluntarily participating employee and his /her manager will retain the agreement. The information in this agreement may be used in administrative or judicial proceedings affecting employees' personnel rights. This agreement may also be provided to the Department of Justice for the purpose of litigating any civil, administrative, or judicial proceeding or criminal prosecution where the United States, the IRS or its employees are parties. The complete listing of possible recipients of this agreement may be found under the head "Routine Uses" in the Federal Register notice of the System of records in which it will be kept: Treasury/IRS General Personnel Payroll Records: 36.003(60 FR 56804-56805). Effects of Non Disclosure - Furnishing this information is voluntary, but failure to do so will result in disapproval of the employees Flexiplace Program participation. Falsification may be grounds for disciplinary and/ or adverse action.