**ARTICLE 48 – TELEWORK AND REMOTE WORK**

**Section 1 – Introductions and Definitions**

1. This Article establishes basic procedures for implementing arrangements under which employees may work at alternate work sites. Telework **and remote work are** ~~is~~ not ~~an~~ entitlement**s**. The intent of the parties is to set forth a program that allows telework **and remote work** to the maximum extent possible without diminished employee or office performance, or without the need for increased staff, or without loss to the Office of the ability to realign work.
2. Definitions
3. “Telework” is a **work flexibility arrangement under which an employee performs the duties and responsibilities of such employee’s position, and other authorized activities, from** ~~program that allows employees to work at~~ an alternative work site. **While a teleworking employee does some work at an alternate worksite (such as home), the employee also does some work at an agency worksite on a regular and recurring basis.** The Office has two types of telework – Level 1 and Level 2.**[NTEU PLACEHOLDER: We can change the names of the levels later].**
4. **“Remote work**” **is an alternative work arrangement that involves an employee performing their official duties at an approved alternative work site away from an agency worksite without returning to the agency work site twice a pay period on a regular and recurring basis to perform work. The Parties recognize that the use of remote work has the potential to improve and increase productivity and morale, improve employee engagement, maintain talent, and to provide the public with greater service.**
5. For the purposes of this Article, “alternate work site” means a location other than the traditional work site. Alternate work site does not include locations where the Office sends employees to do work such as training sites, Treasury, Department of Justice, Congress, or the Tax Court. Alternate work site may include:
   1. The employee’s residence;
   2. A GSA telecommuting site; or
   3. Any other location mutually agreed to by the employee and **their** ~~his or her~~ supervisor (including, but not limited to, another Counsel post-of-duty (POD) where the employee has asked to work for **their** ~~his or her~~ convenience).
6. For the purposes of this Article, the term “supervisor” means the immediate supervisor or, when the immediate supervisor is unavailable, the person designated to act in **their** ~~his~~ or her absence.
7. “Portable work” is defined as work that is definable, specific and verifiable. Portable work is work that can be performed at the employee’s **alternate work site** ~~telework~~~~location~~*~~,~~*~~and accomplished independently of other co-workers, support staff, or the~~~~employee’s supervisor~~. Examples of such work might be but are not limited to: research, writing or reviewing briefs, drafting correspondence, conference calls, a redaction project, on-line training, or inputting CASE time.
8. “Verifiable” for purposes of this Agreement is defined as work that can be identified, described or produced by an employee if or when requested by management.
9. **“Official worksite” means the location of an employee’s position of record where the employee regularly performs their duties, or in cases where the employee works at varying locations, the location where the work activities of the employee’s position of record are based. The official worksite is used to determine locality pay under 5 C.F.R §§ 531.602 and 531.605.**

**Section 2 – Eligibility for Telework and Remote Work**

A. In order for an employee to be eligible to telework **or remote work**, **they**~~he or she~~ must satisfy the following:

* 1. The employee must occupy a position in which the work performed is “portable.” The Office has no obligation to restructure an employee’s work to fit this requirement except as it pertains to Section ~~10~~ **11**(A), (B), and (C) below. There is no blanket prohibition on telework for support staff. ~~But, due to the nature of the position, it is important that support staff be in the office. Therefore, support staff only have limited opportunities to telework.~~

1. ~~The employee must have successfully completed the one (1) year probationary/trial period, although it is recognized that under unusual circumstances exceptions may be approved to permit probationary employees to participate~~.
2. ~~A non-probationary / non-trial employee who voluntarily transfers to a new Division or Associate Chief Counsel office must have worked four (4) months in the new position,~~~~although it is recognized that under unusual circumstances exceptions may be approved to permit employees during this four-month period to participate~~.
3. ~~D.~~ **2.** An employee must have at least an overall “Fully Successful” (or equivalent) performance appraisal. If the employee ~~has worked for the Office more than twelve (12) months and~~ does not have an appraisal **of record, they**~~, he or she~~will be assumed to be “Fully Successful~~.~~” **or the equivalent for the purpose of telework, unless and until they receive a performance appraisal of record that rates them below “Fully Successful” or the equivalent.** If the employee is on a performance improvement plan, he or she is not considered to be “Fully Successful.”
4. **3. The employee must not be prohibited from teleworking under the Telework Enhancement Act of 2010 pursuant to Section 2B1 below.**

~~E~~B. Discipline and Telework

1. Pursuant to 5 USC § 6502 (Telework Enhancement Act of 2010), an employee may not telework if:

1. The employee has been officially disciplined for being absent without permission (for example, AWOL) for more than five (5) days **(at least 41 hours)** in any **one (1)** calendar year**. For the purpose of this provision, “officially disciplined” means any discipline that is placed in the employee’s official personnel file (OPF).**; or
2. The employee has been officially disciplined for violations of Subpart G of the Standards of Ethical Conduct for 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.

The prohibitions of Subsection 1(a) and 1(b) last as long as the official discipline remains on record for the employee **in their OPF**.

1. An employee may not telework for the following number of months after being disciplined **for actions 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)**:
   1. 12 months for any suspension;
   2. 6 months for any written reprimand; and
   3. 3 months for any written admonishment.

**Employees disciplined for issues like tax compliance or failure to follow directions will not be barred from teleworking due to the discipline, absent there being a negative impact on the integrity of the telework program. Decisions on whether a discipline impacts the integrity of the telework program will be made on a case by case basis.**

1. ~~An employee may not telework for twelve (12) months after receiving a leave restriction letter.~~
2. **C**. The employee must be accessible at the alternative work site during the employee’s normal tour of duty (except for approved leave / credit hours).
3. **D**. The employee must have a telephone, work space suitable to perform work, utilities adequate for installing equipment, and a general work environment that is free from interruptions and provides reasonable security and protection for government property. The costs of these will not be paid by the Office.
4. **E.** All employees who telework must use **approved virtual communication tools**~~Office Communicator or Lync~~.
5. **F.** Equipment requirements: An employee is required to have the following equipment when teleworking Monday through Friday during **their** ~~his or her~~ tour of duty, unless management specifically waives the equipment requirements.An employee requesting to telework outside these hours may also be required to have the following equipment if such equipment is needed for the work to be done on telework*.* The required equipment is:
6. Office-issued government laptop;
7. Any other Office requirements for remote access to the Office’s computer systems (for example, a valid ERAP account or more advanced technology);
8. At the employee’s personal expense, broadband or other high-speed internet access available at the alternate work site; and
9. At the employee’spersonal expense, a telephone (with adequate reception*)* available at the alternate work site.
10. **G.** While computer access to an employee teleworking is important to making telework effective, it is understood that certain circumstances may warrant management waiving the requirements in Section (2)(**F**)(1) through **F**(3). For example, management may waive the equipment requirements when an employee teleworks pursuant to Section ~~10~~**11**(C) or for specific discrete projects.

**Section 3 – Training Requirement**

1. Pursuant to 5 USC § 6503 (Telework Enhancement Act of 2010), all employees who telework must complete an interactive training program.
2. Any employee who intends to telework at any time during the life of this Agreement must complete interactive training (specifically tailored to the telework rules of th~~e~~**is** ~~2018~~ Agreement). The Office will make any training required under this Article available no later than the effective date of this Agreement.
3. Employees who have a Telework Agreement in place on the effective date of this Agreement must complete the training within 60 days after the effective date of this Agreement. Employees who do not complete the on-line training within this time period may not telework until the training is completed.
4. Employees who did not telework under the 201~~1~~**8** NTEU – Counsel Agreement must complete the interactive training before they are allowed to telework.

**Section 4** – **Telework Limits** (**Level 1 and 2)**

The Office has two levels of telework. An employee who wants to telework must elect one of the following levels:

* + 1. Level 1 Telework– This level of telework is available for all employees who meet the basic eligibility requirements in Section 2**A** of this Article. Full-time employees who meet the eligibility requirements can telework as follows:
  1. Up to 32 hours per pay period;
  2. On either:
     1. A project-based telework system where the employee requests telework each time and provides information about the project he or she will work on; or
     2. A regularly scheduled basis 1 – 2 days per Monday – Friday work week; or
     3. A combination of project-based and regularly scheduled telework;
  3. These limits do not include telework credit hours;
  4. These limits do not apply to the situations described in Section ~~10~~ **11**;
  5. If management determines that it is in the Office’s best interests, management may extend these limits.
  6. A part-time employee electing Level 1 telework can work a prorated amount of telework based upon the number of hours scheduled to be worked by that part-time employee during **their** ~~his or her~~ regular work week, except for situations described in Section 10. For example, a part-time employee whose regular work schedule is 30 hours a week may work up to 24 hours of telework per pay period.
  7. **There is no geographic limit on the alternate worksite.**

1. Level 2 Telework

1. This level of telework is available for all employees who meet the basic eligibility requirements in Section 2**A** of this Article and **have been employed with the Office for at least six (6) months.**  ~~the following additional requirements:~~

* 1. ~~Work a full-time flexitour with credit hours or a gliding schedule;~~
  2. ~~Occupy an Attorney, Tax Law Specialist, or Paralegal position;~~
  3. ~~Have at least four (4) years of current, relevant experience in the Office of Chief Counsel; and~~
  4. ~~Have a regular telework location within 125 miles of his or her POD~~.

1. Employees who elect Level 2 telework may work:
   1. **Up to eight (8)**~~Three (3)~~ days per **pay period** ~~Monday – Friday work week~~ of regularly scheduled telework; or
   2. Up to ~~48~~ **64** hours of project-based telework per pay period where the employee requests telework each time and provides information about the project he or she will work on; or
   3. A combination of project-based and regularly scheduled telework;
   4. These limits do not apply to the situations described in Section 10; and
   5. These limits do not include telework credit hours.

3. Special Rules for Level 2 Telework

1. A significant benefit to the Office of telework is savings generated by the release of office space. National Office employees electing Level 2 telework will sit in shared offices in accordance with the Flexiplace Office Sharing MOU dated October 2014. A field employee electing Level 2 telework may be required to give up or share **their** ~~his or her~~ private office under certain situations. If the Office decides that it is necessary to require a field employee working Level 2 telework to give up or share **their** ~~his or her~~ private office, the Office will first give notice to National NTEU and the impacted employees and will, to the extent required by law, do impact and implementation bargaining before there are any space changes. **[NTEU PLACEHOLDER]**.
2. **Employees who are approved for Level 2 telework**~~Although the employee’s regular Level 2 telework location must be~~ **must have a telework location** within ~~125~~ **200** miles of the POD**. However**, **the geographic limit may be waived for up to 10 days per calendar year to permit employees to telework from more remote distances on consecutive or nonconsecutive days. Such waivers should be approved as long as the employee does not exceed the other telework limits in this Article. A**~~a~~ supervisor may **also further waive the geographic limit when it is in the best interest of Counsel,**~~allow an employee to occasionally work at a more distant telework location~~ in unusual circumstances.
3. Equipment - The Office will provide the following items to employees who are approved for Level 2 telework:
4. Upon request, a rolling, lockable briefcase; and
5. Upon request and subject to availability from IRS IT, a printer. Any employee who receives a printer for **their** ~~his or her~~ alternate work site will not be provided with a dedicated printer in the office, unless the employee is subject to specific work requirements, such as increased security duties or a reasonable accommodation.
6. ~~Employees on the Level 2 telework schedule who have three (3) days of regularly scheduled telework per week are expected to report to their physical POD on a regular basis (normally two days a Monday – Friday week).~~

.

1. **Reporting Requirements for Teleworkers**
   * + 1. **Employees on Level 1 and Level 2 telework are expected to report to their assigned POD at least two (2) days each pay period, unless waived pursuant to section 4.B.3(b) above or 4.C.2 below.**
       2. **Managers have discretion to waive the reporting requirements for teleworkers in accordance with 5 C.F.R. § 531.605(d)(2). This includes, but is not limited to the following circumstances:**
          1. **The employee is recovering from an injury or other medical condition;**
          2. **The employee is affected by an emergency condition which temporarily prevents them from commuting to their POD;**
          3. **The employee is on an extended approved absence from work;**
          4. **The employee is in a temporary duty travel status away from their POD;**
          5. **The employee is temporarily detailed to a work location other than a location covered by a telework agreement; and**
          6. **Health or safety conditions.**
       3. **Employees who perform work within the locality pay area (e.g., tax court) meet the POD reporting requirement.**
       4. **If an employee is on an approved absence for all of the day on which they would otherwise have to report to the POD, the requirement to report is satisfied.**
       5. **An employee who has reported to their POD for less than their full tour of duty and is on approved leave for the remainder of their tour of duty has met the requirement.**

**Section 5 – Remote Work**

1. **Employees who meet the eligibility requirements in Section 2A above may voluntarily request and may be approved to work remotely from an approved alternative worksite within or outside the local commuting area of the agency worksite (i.e., a 50-mile radius) with no expectation to report to the agency worksite on a regular bi-weekly pay period basis.**
2. **Employees under a remote work agreement will be eligible for travel reimbursement subject to supervisory approval on days they are required to report to work at a worksite of the employer.** 
   1. **Employees who are required to report to the employer’s worksite within the local commuting area (i.e., their remote work location is within 50 miles of the employer’s worksite), will be reimbursed for reasonable travel expenses (e.g., mileage in accordance with the GSA mileage reimbursement rate).**
   2. **Employees who are required to report to the employer’s worksite outside of the local commuting area (i.e., their remote work location is more than 50 miles from the employer’s worksite), will be reimbursed for reasonable travel expenses and may be entitled to per diem in accordance with the Federal Travel Regulations for expenses resulting from the employee’s travel to the employer’s worksite.**
   3. **All travel costs for required travel to the employer’s worksite will be reimbursed by the Office, consistent with this Article, the Federal Travel Regulations (FTR) and Article 16 (Travel) of this Agreement.**
3. **An approved remote work agreement will result in a change in the employee’s official worksite, which may also affect the employee’s locality pay. The official worksite for an employee with an approved remote work agreement, whether it is in the local commuting area or outside of the local commuting area, is the approved alternative worksite (e.g., the employee’s home).The Office will provide the employee with proper notice of any change in official worksite.**
4. **Employees may request a temporary remote work agreement for up to six (6) months. Reasonable extensions may be granted. Temporary remote work agreements will not result in a change to the employee’s official worksite.**
5. **If the Office determines in the future to post vacancies as remote positions, or to make specific positions remote jobs, it will notify NTEU National of that decision. Either party may reopen this Article to bargain over remote work positions by giving written notice to the other party within thirty (30) days of the notice identified in this subsection.**
6. **The Office will provide the following equipment to remote workers, in addition to a government-issued laptop:**
   * + 1. **a computer monitor, if necessary to perform their job duties;**
       2. **a separate keyboard and mouse;**
       3. **a ~~s~~urge protector;**
       4. **a docking station or similar device, as necessary;**
       5. **lockable storage;**
       6. **a printer with the capability to print, scan, fax and/or copy if it is needed for the employee to perform their job duties while working at the alternate work site; and**
       7. **for communications, employees will be provided with the capability to make outgoing and receive incoming calls via software on employer-provided technology.**
7. **The Employer is responsible for the repair and maintenance of any equipment it provides. Nothing in this section precludes employees from requesting additional equipment, subject to the availability of funds.**
8. **The Office will provide NTEU National with a quarterly list of all bargaining unit employees with a remote work agreement, including the employee’s name, job series/title, post of duty, and Associate Office.**

**Section ~~5~~6 – Process for Employees to Request Telework and Remote Work**

1. Employee participation in the telework **and remote work** program is voluntary. It is the employee’s responsibility to request to participate in the program.
2. In order to **request to** telework **or work remotely**, an employee must submit to **their** ~~his or her~~ supervisor the Telework**/Remote Work** Agreement shown in Appendix 48-1 of this Agreement. Any employee who worked flexiplace under the 201~~1~~**8** Counsel – NTEU Agreement must submit a new Telework**/Remote Work** Agreement as part of the implementation of this Agreement. **[NTEU Placeholder to modify Appendix 48-1.]**
3. ~~The Office has the discretion to approve or disapprove an employee’s Telework request based on the standards found in this Article.~~  **Consistent with the provisions of this Article and applicable laws, the Office retains the authority to review and approve or disapprove employee requests to participate in telework and remote work.** **Such decisions will be made on a case-by-case basis. The Office will not unreasonably deny such requests.** Before any such request is rejected, management will discuss this matter with the employee to see if modifications could be made by the employee that would allow the request to be approved. If an employee’s **~~T~~t**elework **or remote work** request is modified or disapproved, management will provide the employee the reasons for such disapproval or modification in writing.
4. The Office will approve or disapprove requests promptly.
5. In the Telework**/Remote Work** Agreement, the employee must indicate whether they are electing Level 1 ~~or, if qualified~~ **telework,** Level 2 telework**, or remote work**. The Telework**/Remote Work** Agreement must also state whether the employee is requesting project-based telework, regularly scheduled telework, or some combination thereof.
6. The Telework**/Remote Work** Agreement will also provide the address of the telework**/remote work** location, and a phone number where the employee can be reached. This Telework**/Remote Work** Agreement will, if management deems it necessary, set rules on how long files can be kept at the telework location.
7. Once the Office approves a Telework**/Remote Work** Agreement, the employee and the supervisor will sign the ~~Telework A~~**a**greement (see Appendix 48-1).
8. Telework**/Remote Work** Agreements **do not expire**~~have a one year term~~. ~~After that time, Telework Agreements are subject to renewal or modification with management approval~~. **Changes to an agreement may be made at the request of an employee and/or by the Office consistent with the provisions of this Article.**
9. The parties understand that requests initially approved may subsequently be rescinded or modified based on the standards set forth in Section ~~6~~**7**.
10. Additional “Project-Based Telework” Specific Rules
11. The employee must seek and obtain approval to work at an alternate work site in advance by either e-mail or other mutually acceptable medium. The employee must identify or describe the work anticipated to be performed, the number of telework hours requested, the location, and the phone number where the employee can be reached while teleworking (other than the Softphone) in case there are technical difficulties.
12. Before the beginning of a month, employees may submit a request to telework on specified dates during that month.
13. Additional “Regularly Scheduled Telework” Specific Rules

If regularly scheduled**,** the employee must identify the specific designated days of the week (and hours) he or she wants to telework. The requested days must not conflict with employee’s general duties (for example, a Procedure and Administration attorney who regularly attends the Tax Court motion session on Wednesdays could not work regularly scheduled teleworkon Wednesdays).

**Section ~~6~~ 7 – Management Rights and Responsibilities Regarding Telework and Remote Work**

1. The Office will consider the following factors in order to make a reasonable decision about whether to permit an employee to telework **or work remotely**:
2. The work must be portable;
3. The progress on the work performed is capable of being verified as appropriate for the amount of time to be worked at the alternate work site;
4. The employee’s office must have adequate coverage, as determined by management, at the traditional work site. The Office will be reasonable in making this determination and will not make blanket determinations to exclude an office from participation;
5. The employee must have the appropriate equipment for telework **or remote work**;
6. The Office may deny or limit telework **or remote work** based on the amount of material which must be protected, the sensitivity of the information, the method of transit, the work facilities and storage at the alternate site, and the degree of security risks to the Office or IRS;
7. The office work schedule must be considered, including the employee’s particular work duties and priorities for the day telework is requested (e.g., for attorneys, paralegals and support employees working on Tax Court calendar cases, **whether** telework ~~is generally~~ ~~not~~ **is** appropriate in the week before a trial calendar);
8. ~~The impact on the office because of the number of consecutive days the employee will be out of the office (e.g., when an employee’s schedule combining requested telework with leave, training or other out-of-office time results in an extended absence);~~
9. The impact of granting telework **or remote work** on the work of others (including managers) in the Office (e.g., the impact of support staff being out of the office when attorneys need them for on-site work);
10. When appropriate, other ad hoc factors to be considered (e.g., branch or group meetings, specific needs for employee expertise, etc.).
11. Management has the right to verify that the appropriate amount of work was completed during an employee’s telework **or remote work** hours. Management can require reasonable verification through a variety of means, including but not limited to:
12. Requiring the employee to provide the written work at the end of the telework **or remote work**day/period*;*
13. Requiring the employee to provide a brief written explanation of the work done during the telework day/period upon their return to their regular work site;
14. Discussing the work performed with the employee; and
15. Requiring the employee to verify the amount of hours that were worked while on telework **or remote work**.

However, verifiable does not mean that all employees must routinely submit work (which is not otherwise ready for review) to their supervisors for verification of completion when they return to their regular work site **or if they are a remote worker**. Management verification under this provision shall not be intended to discourage an employee’s use of telework **or remote work**.

1. Management has the discretion to determine when files and other Office materials and equipment must be returned to the office**.** When possible, management shall provide the affected employee(s) with reasonable advance notice.
2. Due to the variable nature of legal work, a regularly scheduled telework day, or days, may be cancelled. Similarly, a previously approved project-based telework day may be cancelled. If an employee’s telework day is cancelled, he or she may substitute, with management approval, another day or days and telework in that same week or in the following two week period.
3. ~~Supervisors may designate days when no telework may be worked during core hours. Supervisors will designate no more than one recurring “no telework” day per week.~~

**Section ~~7~~ 8 – General “Day to Day” Rules for Telework Use**

1. Accessibility (**e.g.,** telephone and e-mail) while on telework **or remote work.**
   1. The employee working at the alternate work site must be accessible, as defined below, during the employee’s normal tour of duty (except for approved leave/credit hours) to the same extent the employee would be available if he or she were in the office.
   2. “Accessible” means that the employee must be available by phone, by ~~Lync~~ **approved virtual technology**,and**/or** bye-mail via a Counsel-issued laptop unless the supervisor has specifically allowed an employee to not use a computer. Employees on telework will not leave “out of office” messages on voice mail, e-mail, or in the OUTLOOK calendar referring callers to someone else in the office.
   3. Unless exempted from having a computer, employees who telework during regular work hours are expected to check e-mails frequently (approximately every two hours) and respond as appropriate.
   4. Employees must leave a phone number with their supervisor and office secretary where they can be reached at the alternate work site.
   5. Employees must check their phone messages frequently (approximately every two hours) and respond as appropriate.
   6. In the event an employee experiences equipment or service problems while ~~teleworking~~ **working at an alternate work site** during work hours, the employee must contact **their** ~~his or her~~ supervisor to determine whether the employee: (a) may continue ~~teleworking~~**working at the alternate work site** without the required equipment, or (b) must take leave or return to the office to finish **their** ~~his or her~~ tour of duty. If the employee is directed to return to the office to finish **their** ~~his or her~~ tour of duty, it shall be treated as a recall and the provisions of Subsection ~~7~~**8**(D) shall apply. Decisions on whether the employee may take leave under these circumstances will be made in a reasonable manner, taking into consideration the timing of the problem in relation to the employee’s tour of duty. If the employee has attempted to contact the supervisor and has sufficient work, the employee may continue ~~teleworking~~ **working at the alternate work site** unless otherwise instructed.
   7. **Where face-to-face meetings are warranted but impractical, employees will be notified in advance (normally at the time the meeting is scheduled) of the requirement to use their camera in a virtual meeting when there is a particular need for the employee be visually seen (e.g., the employee is presenting to the meeting, for purposes of introducing the employee to others). In those situations, the employee may be directed to turn their camera on for the meeting or relevant portion thereof, provided the employee has the necessary working equipment. Employees who are directed to use the camera feature may discuss the requirement with their supervisor and may be exempted from the requirement for good cause (e.g., reasonable accommodation, recovering from an injury). Employees may blur the background or use other appropriate backgrounds when using virtual platforms. If there is a business need for management to record a meeting (e.g., for training purposes), management will notify the participants in advance and identify whether use of the camera is optional. No other recordings (video and/or audio) are permitted.**
   8. **Employees may make ad hoc changes to their telework schedule with managerial approval, to accommodate meetings with taxpayers, taxpayer representatives, other members of the public.**
2. Leave and Tours of Duty
   1. Employees will be permitted to work at telework sites full days or a portion of a day. Unless prior approval is given from a supervisor, an employee is expected to work their regular tour of duty including core hours while teleworking.
   2. Employees will inform the supervisor if they are unable to perform work during **their tour of duty** ~~a time~~ when they were scheduled to telework **or work remotely,** due to illness or **other** personal **issues,** ~~problems during the telework tour of duty~~ and request appropriate leave. Such leave requests will be approved / disapproved under the standards of Articles 9 and 10.
   3. An employee may (with management approval) move or change a regularly scheduled telework day or a previously approved project-based telework day. This can be done so long as the change is within the same pay period. **If a telework day falls on a holiday, the employee may telework on another day in the same pay period as the holiday.**
   4. Employees working at alternate work sites must comply with all established procedures for requesting approval for and taking leave.
   5. Credit hours may be worked **by all bargaining unit employes** at a telework **or remote work** location**, with supervisory approval,** (subject to maximums set forth in Article 5) and may be worked non-contiguously to the employee’s regular work schedule. For example, an employee may work at the regular work site between 7:30 a.m. and 4 p.m. and return home and work 2 credit hours between 8 p.m. and 10 p.m. The hours from 8 p.m. to 10 p.m. would be telework credit hours and would have to be approved in advance by management and follow all relevant rules in this Article. **An employee’s request to work credit hours at an alternate work site will be approved if management determines that appropriate work is assigned, necessary, and available.**
   6. An employee may work repaid/prepaid religious compensatory time under Article 5 (Work Schedules) at an alternate work site.
3. Child / dependent care

**While t**~~T~~elework **and remote work are** ~~is~~ not intended to serve as a substitute for child /dependent care or other care giving responsibilities**, this does not preclude employees with such caregiving responsibilities from working at an alternate work site solely because the dependent is at home.**

1. Recall**/Travel** to the office
   1. Management has the right to direct employees to report to the office (POD) due to special circumstances, e.g., work assignments, meetings, Tax Court case issues, or details to other duties. **Management will make reasonable efforts to provide alternative methods, such as virtual meetings teleconferencing, use of fax and e-mail, and/or other methods to avoid unplanned situations requiring the telework or remote work employee to report to the conventional work site. For remote workers with an alternate work site outside of the local commuting area of the work site to which the employee is directed to report, management will generally provide at least five (5) work days advance notice of the need for the employee to report to the agency work site.**
   2. When the Office recalls an employee **who is teleworking**, the approval to telework for the relevant time period is denied effective as of the time of the recall and the employee must report to **their** ~~his or her~~ office as soon as practicable. If possible, the recall should be planned to give the employee sufficient notice and time to travel to the office site during **their** ~~his or her~~ regular commute time. If the employee receives notice of the recall and must report to the office on that same day, any time spent traveling during duty hours to the office will be considered regular work hours. Failure to return to the office when recalled may be cause for discipline.
2. Employee Legal Rights Relating To Telework **and Remote Work**
   1. Employee coverage for work-related injuries or illnesses sustained or occurring at the alternate work site will be controlled by the Federal Worker’s Compensation Act.
   2. Nothing in this Article diminishes an employee’s FLSA rights or any other rights provided by statute and/or regulation.
3. Telework **and Remote Work Time** Reporting

Employees shall report all telework **and remote work** hours in the system designated by management (for example, in the SETR timekeeping system or its successor).

**Section ~~8~~ 9 – Telework and Security of Computer Equipment and Paper Files**

* + 1. Employees must protect all government records and data against unauthorized disclosure, access, and destruction. Employees must comply with all required security measures and disclosure provisions, including password protection and data encryption so that at no time are the security, disclosure, or privacy requirements of the Office compromised.
    2. When an employee requires CUI (controlled but unclassified information) **to perform their duties** at an alternate work site ~~in order to telework~~, the employee must take reasonable steps to protect the information in transit and at the alternate work site. Files and other information must be secured in a way that renders these records and data inaccessible to anyone other than the employee. If an employee’s alternate work site is **their** ~~his or her~~ home, this means within the employee’s home the files/computer must be secured from others who live or visit the home via a locked door to the room where the employee keeps the files, or via a locking briefcase / file cabinet / other container.
    3. Employees must ensure that government provided equipment / property is used only for authorized purposes.
    4. Due to security standards, employees may not store, access, process or transmit CUI over personally-owned IT equipment. Because research search terms may disclose personally identifying information, trial or audit strategy, or other CUI, research should generally be done only on government equipment.

**Section ~~9~~ 10 – Telework and Remote Work Restrictions**

1. ~~Because telework is not an entitlement, a~~**A**n employee may be ~~prohibited~~ **restricted** from **voluntarily** teleworking **or working remotely** if the Office has reasonable grounds to question the employee’s proper use of telework **or remote work as provided in this Section**. ~~This Section outlines the steps involved in restricting future telework available to an employee~~.
2. Employees **who request to voluntarily telework or work remotely** may be ~~prohibited~~ **restricted** from working **under those arrangements**~~telework~~ **for cause** if:
3. ~~Management has more difficulty reaching the employee working telework by phone than management would have if the employee was in the office;~~;
4. Management reviews the work performed by an employee ~~on telework~~and determines that the employee’s work is inadequate or inappropriate for the amount of time worked at the alternate work site (i.e., the employee performs less work when ~~on telework~~ **at the alternate work site** than when in the office for the same amount of time);
5. An employee does not (after management’s specific **written** request) provide management with adequate verification of the work performed **at the alternate work site**~~while on telework~~;
6. Management has been put on notice of a specific credible concern about the employee being unresponsive while working **at the alternate worksite on more than one (1) occasion, without a reasonable explanation**~~telework~~;
7. The employee ~~teleworks~~ **works at the alternate worksite** before receiving approval to do so or telework*s*in excess of the pay period limits **without approval**;
8. There is a **sustained** decline in **the** employee’s quality or quantity of work that is reasonably attributable to the fact that the employee is **working from an alternate worksite**~~teleworking~~; or
9. The employee violates any of the other rules regarding telework **or remote work** set forth in this Article.
10. If the Office determines that one or more of the problems outlined above exist, the Office will first discuss this matter with the employee. Absent a reasonably acceptable explanation, the employee will be counseled on the telework **or remote work** rules and placed on notice in writing that continued determinations by management about problems with the employee’s use of telework **or remote work** may result in a restriction of future telework **or remote work** for a **reasonable** period of time **based on the facts of the situation,** not to exceed **four months for the first offense or** one year **for subsequent offenses**. **The employee is entitled to union representation during such discussions, upon request.**
11. If future problems occur after the counseling mentioned in Subsection C above, the Office may notify the employee in writing that for a stated **and reasonable** period of time (not to exceed **four months for a first offense and** one year **for a subsequent offense**) **based on the facts of the situation,** no request for telework **or remote work** will be approved. This notice will describe the circumstances that led to its issuance. **This notice will be provided at least one (1) pay period in advance of the effective date of a telework restriction, and at least 30 days in advance of a remote work restriction.**
12. **If a remote work arrangement is terminated by the Office because the employee’s duties have changed and their work is no longer portable, the Office will pay the relocation expenses, if any, for the employee who works remotely outside of the commuting area of the POD to which they are required to report. Notice of termination of remote work under this subsection will be provided in writing at least sixty (60) days in advance of the intended termination date.**
13. **If an employee’s remote work arrangement is restricted or terminated and the employee is required to report to an agency POD, the Office will make every reasonable effort to reassign the employee to a POD within the local commuting area of the employee’s residence**. **If that is not possible, the Office will identify the available PODs and the employee will be given the opportunity to choose from among the available PODs.**

**Section ~~10~~ 11 – Hardship and/or Emergency Situations**

1. Physical Incapacity
2. This Subsection applies to those situations in which the presence of a temporary physical illness/injury or other medical condition significantly impairs the mobility of the employee. In this situation, the employee’s physical condition prevents him or her from reporting to the traditional work site, or the condition imposes such a significant adverse impact on the employee’s travel time that the routine use of leave (including leave without pay) would be necessitated. **It also applies to employees who are caring for a family member with a temporary physical illness/injury or other medical condition.**
3. Employee(s) approved to work at an alternate work site due to physical incapacitation may initially be granted up to three (3) months of such accommodation, depending on the severity of the hardship and the presentation of administratively acceptable medical documentation. Extensions, in up to three (3) month increments, may be granted for an additional six (6) months.
4. The authorization to work at an alternate work site due to physical incapacitation is intended to serve only as a temporary accommodation pending the employee’srecovery**, or the recovery of a family member for whom the employee is caring,** from a temporary ailment.
5. Persons with disabilities

Employees with disabilities under the Rehabilitation Act of 1973, as amended, may be entitled to reasonable accommodation which may include working at an alternate work site. Telework arrangements reached pursuant to the Rehabilitation Act may be more expansive (i.e., not subject to day/hour or equipment restrictions) than thosecontained within this Article.

1. Inclement Weather / Short-Term Physical Emergencies / “UnscheduledTelework*”*

This Subsection applies to those situations in which the temporary presence of adverse weather**,** ~~or~~ commuting conditions**, or other health or safety conditions,** prevent the employee from reporting to the traditional work site. In these situations, the office officially remains open but the Office of Personnel Management (or other authority outside of Washington**,** **D.C.**), has announced that liberal leave, unscheduled leave, “unscheduled telework” or a similar policy is in effect for the POD.

* + 1. Employees affected by these conditions or emergencies may work at an alternate work site if the employee is eligible for telework under the terms of this Article and the employee has sufficient work in **their** ~~his or her~~ possession that is consistent with the terms of this Article. Employees may obtain conditional approval from management in anticipation of the events described in this Subsection. Management will not consider the adequate coverage requirement of Section ~~6~~**7**(A)(3), or**,** unless specifically required by the work to be performed while on telework, the equipment requirements of Section 2(I) in deciding whether to allow telework in these situations.
    2. The unscheduled telework under this Subsection will only count towards the telework time limits in Section 4 when the unscheduled telework coincides with either: an employee's regularly scheduled telework day, a pre-scheduled project-based telework day under Section 4, or telework that was conditionally approved under Section ~~10~~**11**(C)(1). For example, if a National Office employee had received conditional approval to work Tuesday project-based telework in advance of a possible snowstorm and OPM later announces “unscheduled telework” on Tuesday and Wednesday, the Tuesday telework counts towards the pay period limits (but any telework worked on Wednesday does not).
    3. The Office, at the employee’s request, will assist in identifying “portable work” that may be done by support staff in “unscheduled telework” situations like inclement weather or unusual commuting situations that impact one particular POD for a limited number of days. It is the support employee’s responsibility to request telework and then suggest projects that may be suitable. Such work may be for all or part of a work day

1. Telework When POD is Closed
2. Employees who teleworkwill not receive administrative leave on a day when their assigned office/POD is closed, except as provided in **Article 12**~~this Section~~. **The specific rules pertaining to telework when the POD is open with delayed arrival, open with early departure, and closed are found in Article 12, Section 4.**
3. ~~The early departure administrative leave rules in Article 12 apply to teleworkers who physically reported to the POD prior to the POD closing.~~
4. ~~When an emergency condition forces the closure of a POD and employees working in that facility are granted administrative leave, an employee who was previously scheduled to telework on that day must continue working and will not receive administrative leave.~~
5. A teleworker whowas not previously scheduled to telework on a day when the POD is closedis expected to either telework or take leave**, consistent with Article 12, Section 4**.
   1. This provision applies assuming that the teleworker has equipment (if needed) and/or work.
   2. Teleworkers who do not have sufficient work to fill their full tour of duty will be granted ~~administrative~~ **weather and safety** leave for the remainder of the day.
   3. ~~This provision does not apply to support staff (such as employees in the GS-318 and GS-986 series) due to the nature of their position~~.
6. The Office may direct teleworkers to take their laptops and all appropriate work materials home in advance of a possible office/POD closing. If the Office does so, it will provide advance notice. If a teleworker did not receive the advance notice because the employee was not present at work and the teleworker did not have adequate work or equipment when the POD was closed, that employee will be provided an appropriate amount of ~~administrative~~ **weather and safety** leave.

1. However, if any employee is prevented from accomplishing work because of that same emergency condition that affected the POD (for example, where a power outage forces closure of an office, and that same power outage prevents a teleworker from completing **their** ~~his or her~~ work assignments at home), that teleworker will be provided the same amount of ~~administrative~~ **weather and safety** leave granted employees who were working in the closed facility. A teleworker claiming ~~administrative~~ **weather and safety** leave under this provision may be responsible for providing appropriate documentation in support of that claim.
2. In unusual circumstances where the building is closed for more than one (1) business day due to a building emergency, the Office may order a teleworker to return to the building to retrieve necessary equipment and appropriate work materials so that employees can telework during the emergency if the following conditions are met:
   * + 1. Appropriate authorities (e.g., GSA, the fire marshal, law enforcement) have determined that conditions are safe for employees to temporarily enter;
       2. Notice is given to impacted bargaining unit employees and, as applicable, to the Chapter 251 President or applicable stewards in the field; and
       3. The Office will make arrangements to assist employees as needed, including retrieving work materials.

E. Emergency Preparedness

Employees are required to provide emergency contact information to the Office. This information should generally include contacts both in and out of the area in which the employee lives, if available, and may include an employee’s personal cell number. This information will be entered into HR Connect (or its successor). The purpose of the emergency contact information is to enable the Office to contact the employee, or if the employee is unavailable, to contact someone else who may be able to contact the employee. Within ninety (90) days after the effective date of this Agreement, the Office will remind employees of this obligation**.** Thereafter, employees will be required to verify their information on a yearly basis and will be encouraged to make updates as their information changes. The Office will ensure that all information entered into HR Connect (or its successor) in relation to this provision is restricted to the appropriate management officials who have a need to know.