

CHIEF COUNSEL TELEWORK BRIDGE PILOT AGREEMENT

Name:

Date of Request:

Job Title/Grade:

Organization:

Type of Telework Request

(Refer to 2018 Counsel-NTEU Agreement, and 2021 Counsel-NTEU Telework Bridge Pilot Memorandum of Understanding for more information on qualifications):

Level 1 (2 Days per week) – Up to 32 hours per pay period (Project-Based and/or Regularly Scheduled).

- Open to all employees (specifically including GS-318, GS-986 and GS-999).

Level 2 (3 Days per week) – Up to 48 hours per pay period (Project-Based and/or Regularly Scheduled).

- Open to all employees, except for employees occupying positions in the GS-318, GS-986 and GS-999 series (i.e., Legal Assistants and Secretaries), and employees hired after the start of the Telework Bridge Pilot Memorandum of Understanding in their first 6 months with Counsel.
- No requirement for employee to “share” their office, unless needed. If needed, space will be addressed pursuant to Article 48, Section 4.B.3(a).

Level 3 (4 Day per week) – (Regularly Scheduled Only – 4 set days per Monday – Friday week).

- Occupy an Attorney, Tax Law Specialist, Paralegal, and non-support staff positions (e.g., Tech Advisors, Budget Analysts, and Librarians).
 - Must have been with Counsel for 3 years (cumulative).
 - Must agree to share or hotel their space with at least one, and up to two, other Level 3 teleworkers, depending on the needs of the post of duty (See Section L of the 2021 Counsel-NTEU Telework Bridge Pilot Memorandum of Understanding).
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Post of Duty (POD):

Alternate Site:

Contact Phone Number at Alternate Site *(Not Soft Phone/Desk Phone):*

Agreement Period *(See Section G of the 2021 Counsel-NTEU Telework Bridge Pilot Memorandum of Understanding):*

From (date of signature): _____

Telework Schedule (Note: Level 3 teleworkers are not eligible for project-based telework):

What telework schedule are you requesting?

___ Project-based (meaning request for telework each time with information on project to be done)

___ Regularly scheduled telework (meaning set schedule of day(s) per Monday – Friday work week)

___ Or combination of project-based and regularly scheduled

If you are requesting any regularly scheduled telework, please mark the specific days requested:

(WEEK 1) Monday Tuesday Wednesday Thursday Friday
(WEEK 2) Monday Tuesday Wednesday Thursday Friday

Procedural Requirements Checklist:

1. By signing this Telework Agreement, I am voluntarily requesting telework. I understand that my official duty station will remain _____. All pay, leave and travel entitlements will be based on my official duty station.
2. I have read and understand the attached policies and procedures regarding telework in the IRS Office of Chief Counsel. I understand that by signing this Telework Agreement I will be required to work (as explained more on the attached pages) when my regular post-of-duty is closed.

Employee's Signature

Date

CHIEF COUNSEL POLICIES AND PROCEDURES FOR TELEWORK

Time, Leave and Office Closings:

1. I understand while doing telework I must be available to supervisors, customers, clients, and co-workers. Accordingly, I will be available for all business during my regularly scheduled tour of duty while teleworking, except for approved leave or credit hours.
2. I agree to notify my supervisor and request appropriate leave if I am unable to perform work during my tour of duty. I understand that I will be responsible for requesting leave or credit hours in accordance with established office procedures for all periods I do not work during my tour of duty while on approved telework.
3. I understand that I may (in appropriate circumstances) be called back to my official duty station in accordance with the rules and procedures explained in Article 48, Section 6(D).
4. I understand that, when an emergency condition forces the closure of my POD and employees working in that facility are granted administrative leave, the general rule is that I will not receive administrative leave, except for employees occupying a position in the GS-318, GS-986, and GS-999 series (i.e., Legal Assistants and Secretaries), and must instead work at my telework location. More details about these rules are explained in Article 48, Section 10 of the 2018 Counsel – NTEU Agreement.

Safety and Security Issues:

5. I understand that it is my responsibility to observe the required security precautions normally associated with my work. I will apply safeguards to protect any information regarding tax returns and return information as defined in I.R.C. § 6103 and comply with the Privacy Act, 5 USC § 552(a). Due to security standards, I may not use my home computer for Office work.
6. I agree to provide an adequate work area for the performance of my official duties. I understand any accident or injury at the telework site while I am performing work duties must be brought immediately to the attention of my supervisor. I understand that Federal Employee's Compensation Act regulations and procedures will be applied if I am injured while performing work duties.

7. I understand I am responsible for ensuring the safety of the work environment at my telework location and the Government will not be liable for damages to my personal or real property occurring during the course of my performing official duties, or while using Government equipment in my residence, except to the extent that the Government is held liable under the Federal Tort Claims Act or the Military Personnel and Civilian Employee's Claims Act. I also understand a claim for negligent or wrongful acts or omissions that occur while I work at my residence may be covered under the Federal Tort Claims Act.

Costs and Equipment:

8. I understand that the Government will not be responsible for providing high-speed internet access or any operating costs, home maintenance, phone installation, or other incidental costs (e.g., utilities) associated with the use of my residence/alternative work site. This does not preclude reimbursements for authorized expenses incurred while conducting official business for the Office (e.g., long distance phone calls). I understand that I will be responsible for notifying my supervisor of any Government resources or services I may need to use, as well as the amount of expenses for such resources or services, and that any such services or resources (other than long distance phone calls to the office from the alternate work site) must be approved before my securing them. Requests for reimbursement of these services and resources will be substantiated by appropriate receipts.
9. I understand I will be responsible for the protection of any Government equipment provided to me, and that I am solely responsible for the cost, if any, of transporting such Government equipment from my official duty station to my telework location as well as the costs, if any, of returning the equipment to my official duty station.

(For bargaining unit employees only):

I have read and agree to abide by all provisions of Article 48 of the CC – NTEU 2018 Counsel – NTEU Agreement, and 2021 Counsel-NTEU Telework Bridge Memorandum of Understanding.

(If deemed necessary by manager approving form):

Due to employee's specific job, there are requirements on how long files can be kept at a telework location.

Any other unique rules based on employee's particular job

I have discussed the employee's Telework Agreement with him or her and I am approving this Agreement:

Manager Signature

Date