

AGREEMENT

ALTERNATIVE WORK SCHEDULES

INTERNAL REVENUE SERVICE, AUSTIN SERVICE CENTER
AND
THE NATIONAL TREASURY EMPLOYEES UNION, CHAPTER 72

ARTICLE 1 - PURPOSE

This Agreement, together with the National Center Agreement III, appropriate regulations and laws, establishes the terms and conditions of employment covering alternative work schedules (AWS).

ARTICLE 2 - COVERAGE

This agreement covers all full time bargaining unit employees at the Austin Service Center.

ARTICLE 3 - DEFINITIONS

- A. Work Schedule - The hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek/pay period. This includes the standard 5/8 plan, staggered 5/8 plan, 5/4/9 plan, 4/10 plan, and flexitour with credit hours.
- B. Standard 5/8 - A traditional non-AWS schedule which includes a regularly scheduled tour-of-duty of ten (10) workdays of eight (8) hours each during the biweekly pay period.
- C. Staggered Work Hours - A work schedule which includes a regularly scheduled tour of duty of ten (10) workdays of eight (8) hours each during the biweekly pay period. Employees may choose one of the available start times offered under this agreement. This start time will be in effect for all ten workdays.

- D. 5/4/9 Compressed Work Schedule - A work schedule that includes eight (8) workdays of nine (9) hours each, one (1) workday of eight (8) hours, and one (1) non-workday within the biweekly pay period.
- E. 4/10 Compressed Work Schedule - A work schedule that includes four (4) workdays of ten (10) hours each week of the pay period and has one (1) additional day off each week of the pay period to complete the basic work requirement of 80 hours.
- F. Flexitour with Credit Hours.
1. "Flexitour with credit hours" is a work schedule that includes a basic work requirement of five (5) workdays of eight (8) hours in each administrative workweek of the biweekly pay period and the ability of employees to work, with managerial approval, additional hours (credit hours).
 2. Employees working flexitour schedules may select starting and stopping times within established flexible time-bands but must be present during the hours of the administrative workweek designated as "core-time."
 3. "Credit hours" are any hours worked in excess of an employee's basic work requirement used to vary the length of the workday or workweek at the request of management or the employee, with managerial approval, and if work is available.
 4. Employees will be allowed to earn a maximum of two (2) credit hours on a workday and up to eight (8) credit hours on a non-work day. Credit hours will be earned and used in one (1) hour increments.
 5. Credit hours may be used in place of, or in combination with, the different types of leave.

ARTICLE 4 - ADMINISTRATION

A. GENERAL.

1. All employees may choose any of the work schedules listed in Article 3 of this Agreement, subject to its availability, by submitting a written request to their first-line manager.
2. The AWS day(s) off and AWS short day (5/4/9 and 4/10 schedules) will be selected by individual employees, with at least 50% of the group available for duty on any given day. The determining factor relative to preferred short days or days off will be the Service Computation Date (SCD). In cases where the first choice of off day is unavailable to the employee(s) under the provisions of this agreement at the time of initial selection, the employee(s) will be placed on a waiting list. When another slot for that off day becomes available, the employee(s) on the waiting list will be offered the opportunity to switch to it.
3. Employees may request to change their work schedule by submitting a written request to their manager. Employees will be allowed to make no more than two permanent changes to their work schedule and/or AWS day off/short day each year during the period January 1 through December 31. Temporary changes, a pay period or less, may be made as agreed by the manager and employee.
4. Employees assigned to flexitour may, on an occasional basis, vary the start time of their shift, provided the variation will not cause a severe workload interruption and approval is obtained from the manager in advance.
5. Employees on flexitour may submit changes to their regularly scheduled starting times to their first-line manager in the pay period prior to the affected pay period. The manager will approve the changes requested barring a severe work interruption. The employee may submit a "Request for Tour-of-Duty Accommodation Due To Hardship form" when the requested change would require absence during the established core time.

6. Notwithstanding the election made in paragraph A.1., the employee may submit a request for temporary or permanent change to their tour-of-duty by completion of a "Request for Tour-of-duty Accommodation Due to Hardship" form.
7. NTEU officers and stewards may choose a flexitour with credit hours work schedule regardless of the organizational unit to which they are assigned. Such individuals may earn credit hours for attending meetings with the employer outside their regularly scheduled tours-of-duty in accordance with Article 2.F.1. of this Agreement.
8. Employee requests to work credit hours will be approved provided there is work available. Credit hours will be distributed on an equitable basis throughout the work unit. No employee can be required to earn credit hours.
9. The Employer has determined that managers will approve the use of credit hours absent a severe work interruption.
10. An employee on flexitour may accumulate no more than 24 credit hours for carry over to a succeeding bi-weekly pay period. An employee on flexitour who leaves the Service, or who is no longer subject to flexitour, will be paid for any unused credit hours as provided by law.
11. Employees in travel or training status or on detail will adhere to the tour of duty of the organization Segment to which they are temporarily assigned.
12. Employees who are permanently promoted or reassigned to a new organizational segment must choose a work schedule available in that unit prior to the effective date of the personnel action. Employees who are involuntarily reassigned to a new organizational element must choose an approved work schedule within twelve (12) months from the effective date of the reassignment. If, after twelve months, all of the available work schedules would cause an undue hardship, the employee may submit a "Request for Tour-of-Duty Accommodation Due to Hardship" form.

B. INITIAL IMPLEMENTATION.

1. Branches may submit exceptions to this agreement to increase, decrease, or establish changes to the start and stop times, core times, and/or percentage of group available for duty on any given day, with supporting documentation, to NTEU Chapter 72 within (21) calendar days from the signature date of this Agreement. NTEU may submit exceptions as indicated above for any Branch that did not submit exceptions. NTEU exceptions will be submitted to the agency negotiating team, with supporting documentation, within 30 days after the Branch submission time has expired. The agency negotiating team and NTEU will negotiate each Branch exception on a Division by Division basis.
2. Management will reproduce and distribute copies of this Agreement to all employees currently employed and actively working, all return-to-duty seasonal employees as recalled and all newly hired employees hired during the term of this Agreement. The initial distribution will take place at formal meetings no later than thirty (30) calendar days from the effective date of this Agreement and/or completion of exception agreements for their respective Branch. Delays, such as nonavailability of interpreters, union representatives, etc, will be by mutual consent of both parties.
3. All employees will be given the opportunity to choose an AWS work schedule and/or start time as provided herein within thirty (30) calendar days of the formal meeting as captioned in Article 4.B.3.
4. Any employee not choosing to change their work schedule or tour-of-duty will continue to work as they are currently assigned. If the Employee's current work schedule has been excepted from his/her respective unit of assignment, the employee must choose an approved work schedule within twelve (12) months of the effective date the new work schedules are approved. If, after twelve (12) months, all of the available work schedules would cause an undue hardship, the employee may submit a "Request for Tour-of-Duty Accommodation Due to Hardship" form.

C. HOURS OF OPERATION.

Following are the available start and stop times for all Alternative Work Schedules (AWS) tours of duty. The parties acknowledge that some of these start and stop times will not be available in some organizations due to IDRS availability. The parties agree to negotiate additional start and stop times based on changes in individual work group needs and/or IDRS availability.

STAGGERED WORK HOURS 5/8

Day Shift
6:00am to 2:30pm
6:30am to 3:00pm
7:00am to 3:30pm
7:30am to 4:00pm
8:00am to 4:30pm

Night Shift
3:30pm to 12:00am
4:00pm to 12:30am
4:30pm to 1:00am
5:00pm to 1:30am
5:30pm to 2:00am

5/4/9 PLAN

Day Shift
6:00am to 3:30pm
6:30am to 4:00pm
7:00am to 4:30pm
7:30am to 5:00pm

Night Shift
3:30pm to 1:00am
4:00pm to 1:30am
4:30pm to 2:00am
5:00pm to 2:30am

4/10 PLAN

Day Shift
5:30am to 4:00pm
6:00am to 4:30pm
6:30am to 5:00pm

Night Shift
4:00pm to 2:30am
4:30pm to 3:00am
5:00pm to 3:30am

FLEXITOUR WITH CREDIT HOURS

Day Shift
6:00am to 2:30pm
6:15am to 2:45pm
6:30am to 3:00pm
6:45am to 3:15pm
7:00am to 3:30pm
7:15am to 3:45pm
7:30am to 4:00pm
7:45am to 4:15pm
8:00am to 4:30pm

Night Shift
3:30pm to 12:00am
3:45pm to 12:15am
4:00pm to 12:30am
4:15pm to 12:45am
4:30pm to 1:00am
4:45pm to 1:15am
5:00pm to 1:30am
5:15pm to 1:45am
5:30pm to 2:00am

CORETIME

Day Shift
8:00am to 2:00PM

Night Shift
5:30pm to 11:30am

ARTICLE 5 - EMPLOYEE, UNION, AND EMPLOYER RIGHTS

Unless explicitly stated herein, this Agreement does not waive any employee, Union, or employer right or privilege guaranteed by statute, regulation, or Agreement between IRS and NTEU.

ARTICLE 6 - GRIEVANCES

Violations of this Agreement are grievable under the Grievance Procedure Article of the National Center Agreement III.

ARTICLE 7 - TERM

This Agreement will become effective thirty-one (31) days from the date of execution or upon receipt of agency head approval, whichever occurs first, and will remain in effect until the expiration of NCA III. This agreement will become effective for Branches requiring exceptions immediately upon execution of the exceptions.

For IRS:

Charles J. Peoples
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Charles J. Peoples
Director, AUSC

4-15-94
.....
Date

For NTEU:

Betty M. Walker
.....
Betty M. Walker
President, NTEU Chapter 72

4-15-94
.....
Date

Input Perfection Section

Tax Examiner Units/Groups

All schedules are available to all employees. A Monday through Friday Tour of Duty is available. The availability of specific start times is limited by the following conditions:

Day Shift

- ⌘ Staggered 5/8 schedules may select an 08:00AM start time only during non-peak periods.
- ⌘ Flexitour schedules may select a 07:45AM or 08:00AM start time only during non-peak periods.
- ⌘ 5/4/9 schedules may select a 07:00AM or 07:30AM start time only during non-peak periods.
- ⌘ 4/10 schedules are only available during non-peak periods and must begin at either 06:00AM or 06:30AM.

Night Shift

- ⌘ Staggered 5/8 schedules may select a 04:00PM or 04:15PM start time throughout the year.
- ⌘ Staggered 5/8 schedule employees that do not require close supervision may select a 03:30PM start time if a desk is available.
- ⌘ Flexitour schedules may select a 04:00PM or 04:15PM start time throughout the year.
- ⌘ Flexitour schedule employees that do not require close supervision may select a 03:30PM or 03:45PM start time if a desk is available.
- ⌘ 5/4/9 and 4/10 schedules are not available.

Quality Review Unit

All schedules are available to all employees. Scheduled AWS off days must be distributed within each unit so that 75% of the employees are available on a given day. A Monday through Friday Tour of Duty is available. Day shift Tour of Duty start times are offered as follows:

- ⌘ Staggered 5/8 schedules may select a start time from 06:00AM to 09:30AM in half hour increments.
- ⌘ Flexitour schedules may select a start time from 06:00AM to 09:30AM in 15 minute increments.
- ⌘ 5/4/9 schedules may select a start time from 06:00AM to 08:30AM in half hour increments.
- ⌘ 4/10 schedules may select a start time from 06:00AM to 07:00AM in half hour increments.