

INTERNAL REVENUE SERVICE  
**MEMORANDUM**

date: Dec 21, 1999

to: Executive Staff  
North Texas District

from: District Director 4000 DAL  
North Texas District

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subject: IRS/NTEU Staggered, Compress, and Alternative Work Schedules (AWS) Agreement

This memorandum transmits the IRS/NTEU agreement covering staggered, compressed, and AWS agreement between North Texas District and NTEU, Chapters 1, 3, 4, 10 14, 29, 36, 45, 46, 52, 59, and 222. The agreement supplements Article 23, Sections 2 and 7 of NORD V.

Please distribute the agreement within your functions for dissemination to all employees. The parties recognize that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for alternative work schedules or staggered work hours. For this reason, the agreement should be reviewed and discussed with employees in individual and group settings as necessary.

If you have any questions, please let me know; or members of your staff may contact your servicing Labor Relations Specialist.

A handwritten signature in cursive script, likely belonging to the District Director mentioned in the text.

Attachment  
CC: Chief, Labor Relations 1520 DAL

NTEU CHAPTERS 1, 3, 4, 10, 14, 29, 36, 45, 46, 52, 59, and 222  
 IRS North Texas District  
 AGREEMENT  
 Covering STAGGERED, COMPRESSED, AND ALTERNATIVE WORK SCHEDULES (AWS)

The parties recognize that the use of flexible and compressed work schedules and staggered work hours has the potential to improve productivity and morale in the IRS and provide greater service to the public. This agreement is in accordance with Article 23, Sections 2 and 7 of NORD V. The parties recognize that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for alternative work schedules or staggered work hours.

**Section 1 -Definitions**

- A. **5/4-9.** This plan is a schedule that, within a pay period of ten workdays, includes eight nine-hour days, one eight-hour day and one non-work day.
- B. **4-10.** This plan is a work schedule that includes four workdays of ten hours each in each administrative workweek of the biweekly pay period.
- C. **Flexitour with Credit Hours.** This plan includes the following:
1. Flexitour means a flexible schedule in which an employee, having once selected starting and stopping times within established flexible time bands, continues to adhere to these times until the periodic opportunity to change arises.
  2. The basic work requirement will be ten eight-hour days during the bi-weekly pay period.
  3. Flexible time means that part of the schedule of working hours during which employees may choose their time of arrival at and departure from work within limits consistent with the duties and requirement of the position. In certain organizational units, it may be necessary to pre-identify the number of employees who can select specific arrival times.
  4. Credit hours mean any hours worked under this work schedule, which are in excess of an employee's basic work requirement, and which are worked, with managerial approval, at the election of the employee. Both parties recognize that employees cannot be unreasonably denied the election to work credit hours. The union recognizes that employees cannot elect -to work credit hours when there is no productive work to be done. The Employer has determined that reasons for denial will be provided to the employees in writing upon request.

- 5. Credit hours earned can subsequently be used at the election of the employee and with managerial approval to vary the length of a workday or workweek. The Employer has determined that managers will approve use of credit hours absent a severe work interruption. Credit hours may be earned and used in the same day, but cannot be used on a recurring basis to change the tour of duty.
- 6. An employee will be allowed to earn a maximum of two credit hours per workday and up to ten hours on a non-workday. Non-workdays as used in this agreement mean Saturdays, Sundays, and holidays (see Section 3-1).
- 7. Credit hours will be earned or taken in one-hour increments per day. However, these one-hour increments may be split into 15-minute increments at the start and/or end of the day.
- 8. Employees may earn in excess of 24 credit hours in a pay period, but no more than 24 credit hours may be carried over to any succeeding biweekly pay period. A part-time employee may carry over a pro-rated number of credit hours.

- D. **Staggered Work Hours.** This schedule is a set tour of duty of ten eight-hour days during the biweekly pay period with stated starting and ending times that must include the core hours specified in Section 2-1 of this agreement. This schedule, once selected, will be adhered to until the opportunity for change, as specified in this agreement, occurs.
- E. **Core Hours.** These are designated hours during the biweekly pay period when an employee on a flexible schedule must be present for work, on leave, or using credit hours as specified in Section 1- C.5. Specifically, core hours include the time frame from 9:30 A.M. until 3:00 P.M.
- F. **Seniority** will be determined by "Entered on Duty Date" and ties will be broken by flip of a coin between the employees involved.
- G. **Employees** as used in the Agreement refers to all North Texas District Bargaining Unit employees

**Section 2- Tour of Duty**

- A. Subject to the Employer's right to assign work, employees may not start work (Tour of Duty) more than one hour prior to the availability of equipment, the beginning of scheduled work processes, or before the taxpayer may be legally contacted.
- B. Employees in positions involving public contact may begin work (Tour of Duty) no earlier than:
  - 1. Revenue Officers (Field going) 7:00 A.M.
  - 2. Tax Auditors (Examination) 7:00 A.M.  
Tax Auditors (EP/EO) 6:30 A.M.

3. Revenue Agents (CEP) 7:00 A.M.  
(Or at the time the taxpayer allows the employee access to the audit site).
  4. Revenue Agents (Field going) 7:00 A.M.  
(Or at the time the taxpayer allows the employee access to the site if they are working at the same site for one continuous pay period or more).
  5. Revenue Agents (EP/EO Determination Specialist) 6:30 A.M.
- C. Credit hours may be earned, with managerial approval, prior to or after an employee's normal tour of duty, however no earlier than 5:30 A.M. and no later than 8:00 P.M. There will be no night differential paid for credit hours worked before 6:00 A.M. and after 6:00 P.M. This subsection does not apply to the Customer Service Division due to the extended hours of the call sites.
- D. No employee's tour of duty will begin earlier than 7:00 A.M. or end later than 6:00 P.M., except those employees designated in Section 2-B whose tours of duty will begin no earlier than 6:30 A.M. In addition, the agreement allows management to approve different start times for unusual situations on a temporary basis; however, the temporary tour of duty may not start before 6:00 A.M. or end later than 6:00 P.M. This subsection does not apply to the Customer Service Division due to the extended hours of the call sites. There will be no night differentials paid for credit hours worked before 6:00 A.M. and after 6:00 P.M.
- E. Subject to the provisions of this Agreement, the following Alternative Work Schedules (AWS) are available to all permanent full-time or permanent part-time employees in all Divisions, except as limited in Section 4:
1. 5/4-9
  2. 4-10
  3. Flexitour with credit hours
  4. Staggered work hours
- F. All employees not eligible for AWS under this Agreement, or not electing AWS, will select a tour of duty consisting of ten (10) eight hour work days that must include the specified core hours (see Section 1-E).
- G. Start and end times for all AWS will be limited to quarter-hour periods such as 7:00 A.M., 7:15 A.M., and 7:30 A.M.
- H. All full-time employees will adhere to the 80-hour pay period requirements in selecting an AWS.

- I. Core hours for all employees will be from 9:30 A.M. through 3:00 P.M., except that employees may request and management may approve different core hours in order to better serve our customers. This subsection does not apply to the Customer Service Division due to extended hours of the call sites.

### **Section 3- Election of and Changes to AWS**

- A. Employees shall consider the nature and demands of their position and their actual and projected workload in selecting AWS. Employees will be afforded the opportunity to work credit hours provided there is work available to the employee, the work can be performed at the requested time, and there is no adverse impact on future work.
- B. The Employer has determined that the approval of the employee's chosen AWS will be the responsibility of the employee's immediate manager. Managers should consider the nature and demands of their unit/group, the impact on customer service, employee coverage during normal business hours (defined as 8:00 A.M. to 4:30 P.M). and their actual and projected workload in approving the AWS requested by the employee. If there is no adverse effect on the employee's ability to carry out his/her duties, the ability to provide customer service, or the ability of the employee's work unit to function efficiently, the chosen AWS will be approved.
- C. If an AWS choice is not approved because of staff shortages resulting from other employees selecting similar AWS, preference shall be given to employees on a seniority basis. However, this seniority preference will not be accorded to those employees coming into a work unit (e.g., promoted, reassigned, etc.).
- D. Subsequent elections or changes to those tour of duty options specified in Section 2 of this agreement may be made by the employee prior to the beginning of a pay period. These elections must be requested at least ten workdays in advance of the effective date. The effective date should coincide with the beginning of a pay period.
- E. Employees may temporarily alter their AWS within a pay period upon request and with the approval of their immediate manager or his/her designee to accommodate special circumstance.
- F. Employees may formally request AWS changes at anytime due to hardship.
- G. Employees in travel, training classes, or on detail will adhere to the tour of duty of the organizational segment to which they are temporarily assigned. Tours of duty for employees attending training during portions of a pay period will be adjusted to ensure time in duty status equals, but not exceeds, 80 hours.
- H. If an employee on Flexitour with credit hours changes to a different tour of duty other than Flexitour with credit hours, the employee will be expected to use their credit hours before the effective date of the change. In the rare event that there is a credit hour balance remaining at the date of the change, the employee will be paid for the unused credit hours (up to 24) at his or her current rate of basic pay.

- I. Requests for working and earning credit hours on holidays should be submitted in writing in accordance with local procedures. Employees who work credit hours are not entitled to and further waive any premium pay in lieu of credit hours for any credit hours requested and worked.

#### **Section 4- Timekeeping and Special Provisions**

- A. All current procedures pertaining to sign out registers and notifications to manager or work-unit secretary regarding the destination or whereabouts of an employee will remain in effect.
- B. Employees selecting an AWS option may be required. to submit biweekly individual timesheets to coincide with and facilitate the preparation of timecards.
- C. Leave used will reflect the employee's chosen AWS.
- D. When a holiday falls on a scheduled day off, the following rules shall apply in designating the workday as the "in lieu or holiday. When the holiday falls on Monday, Tuesday, Wednesday, Thursday, or Friday, the immediate preceding workday will be the "in lieu of" holiday.
- E. Part-time permanent employees will be eligible only for the AWS specified in Section 1-C.
- F. Any employees assigned to an On The Job Training (OJT) coach will have the same tour of duty as the coach unless the immediate manager or his/her designee agrees otherwise.
- G. In order to participate in AWS, employees must be "Fully Successful" or higher. If an employee is rated less than fully successful, his or her manager may move the employee off their current AWS work schedule. If the manager removes the employee, the manager will assign the employee to the manager's tour of duty. the Lead's tour of duty, or a normal tour of duty. The employee may request another tour of duty and such request will not be unreasonably denied.

#### **Section 5 -Implementation and Duration**

- A. The Employer will provide a copy of this agreement to all employees no later than 30 days after the effective date of Agreement.
- B. AWS elections and approvals for those employees wishing to change their existing AWS or to opt for an AWS under this Agreement will be made within 45 calendar days of the effective date of this Agreement. Any subsequent changes of elections will be governed by Section 3-D.

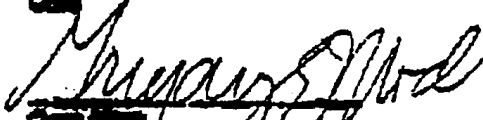
- C. This Agreement is subject to re-negotiation at either party's option after 12 months from its effective date.
- D. This Agreement supersedes the previous staggered, compressed, and alternative work schedule Agreement between NTEU Chapter 46 and the North Texas District of the Internal Revenue Service.
- E. This Agreement will become effective upon approval of the head of the agency, or 31 days after its execution, whichever is earlier. It will remain in force concurrent with NORD V.

For NTEU


For IRS:

  
 Bill E. Risher  
 President, NTEU Chapter 4


6-2-99  
 Date

  
 Murray S. Wood  
 President, NTEU Chapter 10

8/16/99  
 Date


  
 Al Cunniff  
 President, NTEU Chapter 28

8/16/99  
 Date

  
 David Hayes  
 President, NTEU Chapter 46

8-10-99  
 Date

  
 [Illegible]  
 President, NTEU Chapter 46

  
 [Illegible]  
 North Texas District Director

7-12-99  
 Date