

Internal Revenue Service
MEMORANDUM

date: APR - 6 1999

to: All Employees
Cincinnati Service Center

from: Director D
President, National Treasury Employees Union (NTEU), Chapter 73

subject: New Alternative Work Schedule (AWS) Agreement

Attached is the new AWS Agreement between the Cincinnati Service Center and NTEU Chapter 73. This agreement is the product of interest-based collaborative discussions between management and NTEU. Both management and the Union engaged in open, constructive problem solving efforts and we believe we have reached an agreement that will benefit our employees, our taxpayers, and management.

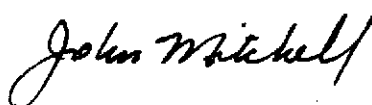
Under terms of the agreement, each branch submitted its own proposed AWS guidelines, tailored to the unique work load requirements of the branch. The negotiating team reviewed each branch submission and has concurred with the guidelines. Your branch chief will also be giving you a copy of the guidelines for your branch.

Your branch chief will be conducting meetings to explain the agreement and the guidelines for your branch. Please review this information carefully and submit your Work Schedule Request (copy attached) to your manager for approval by ~~June 4~~, 1999. If your request is approved, your new schedule will begin on ~~July 18~~, 1999. ^{July 31}

Again, we are enthusiastic about this new agreement and believe it has the potential for enhancing employee satisfaction while ensuring that we continue our commitment to providing excellent service to the taxpayer. ^{OUT 10 APR 29 08/31}



R. Wayne Hicks



John Mitchell

Attachments 3
AWS Agreement
AWS Questions and Answers
Work Schedule Request

"QUALITY PEOPLE DOING QUALITY WORK"

**ALTERNATIVE WORK SCHEDULES AGREEMENT
BETWEEN THE INTERNAL REVENUE SERVICE
CINCINNATI SERVICE CENTER AND CHAPTER 73
OF THE NATIONAL TREASURY EMPLOYEES UNION**

FEBRUARY 1999

**Alternative Work Schedules Agreement
Cincinnati Service Center and NTEU Chapter 73**

I. Introduction

- A. This Agreement, signed on February 19, 1999, has been negotiated within the framework of the National Agreement (NC V, Articles 23 and 47) between the Cincinnati Service Center (CSC) of the Internal Revenue Service (IRS) and Chapter 73 of the National Treasury Employees Union (NTEU), and subject to the provisions of applicable law, rule and regulation.
- B. This Agreement covers all bargaining unit employees except intermittent and temporary employees employed at the CSC. It supersedes the locally negotiated Alternative Work Schedules (AWS) Agreement between the CSC and NTEU Chapter 73 dated May 1986 and is subordinated to applicable provisions of the nationally negotiated Customer Service/NTEU Agreement dated October 1998.
- C. The parties recognize that the use of AWS and staggered work hours has the potential to increase employee productivity and morale, provide greater service to the public, and improve business results in accordance with the balanced performance principles of the new IRS. The parties further recognize that work schedules should be established close enough to the front line to ensure that they are properly aligned with actual workload and staffing patterns.
- D. The parties to this Agreement reserve and retain their respective rights under applicable law, rule, regulation and contract.

II. Definitions

Three forms of AWS are available for CSC bargaining unit employees. They include the 4/10 and 5/4-9 compressed work schedules (CWS) and the Flexitour with credit hours flexible work schedule. Staggered work hours are also available for CSC bargaining unit employees. AWS, staggered work hours and related terms are defined in Article 23, NC V and the U.S. Office of Personnel Management (OPM) Handbook on AWS, as follows:

- A. Tour of Duty is the particular work schedule established including the hours of the day, the days of the week, and the scheduled regular day off (RDO). This includes the 4/10 and 5/4-9 CWS and Flexitour with credit hours flexible work schedule.

- B. Employees who work a CWS are not entitled to earn or use credit hours. Employees with a balance of credit hours may be paid for the credit hours at their regular rate in a one-time-only lump sum upon their initial election of a CWS under this Agreement. When sick leave or annual leave is taken on a scheduled CWS workday, the number of hours charged to sick leave or annual leave is either eight (8) hours, nine (9) hours or ten (10) hours depending on the number of hours scheduled to be worked on that CWS day. When a holiday falls on a scheduled CWS workday, the amount of holiday time recorded is the number of hours that the employee would have been scheduled to work on that CWS day.
- C. 5/4-9 is a tour of duty that consists of eight (8) workdays of nine (9) hours each, one (1) workday of eight (8) hours and one (1) RDO within the bi-weekly pay period. The employee works a total of 80 hours during the pay period. For example, if an employee who works eight (8) workdays of nine (9) hours each Monday through Thursday, one (1) workday of eight (8) hours the first Friday and has one (1) RDO the second Friday, of every bi-weekly pay period takes annual leave on the second Thursday of the pay period, the employee is charged nine (9) hours of annual leave for the day off.
- D. 4/10 is a tour of duty that consists of four (4) workdays of ten (10) hours each and one (1) RDO within each administrative workweek of the bi-weekly pay period (e.g., if an employee who works four (4) workdays of ten (10) hours each Tuesday through Friday of each workweek is out sick on Wednesday, the employee is charged ten (10) hours of sick leave for the day off).
- E. Flexi-tour with credit hours is a work schedule that includes a basic work requirement of five (5) workdays of eight (8) hours each in each administrative workweek of the bi-weekly pay period and the ability of employees, with managerial approval, to work additional hours (credit hours); the credit hours earned this way may be used at the election of the employee, and with managerial approval, to vary the length of a workday or workweek.
- F. Credit hours are hours worked in excess of eight (8) work hours per day or forty (40) work hours per week.
- G. Staggered work hours is a work schedule that includes a regularly scheduled tour of duty of ten (10) workdays of eight (8) hours each during the bi-weekly pay period. Starting and stopping times must be selected in advance.
- H. Projected workload interruption or overstaffing will in every case be based on verifiable data. The parties agree that all such projections and the data on

which they are based will be shared with NTEU before any changes are made in AWS tours or staggered work hours.

III. Starting and Stopping Times

Time bands encompass the earliest starting time and the latest stopping time of a shift. Each Branch may have designated times of the administrative workweek when employees must be present, and may establish flexible time bands around these designated times within which employees working Flexitour work schedules may select starting and stopping times, in accordance with the provisions of NC V and applicable law, rule and regulation. Branches may adjust these designated times and flexible time bands to avoid projected workload interruption or over-staffing. All starting and stopping times will be on the hour or half hour.

IV. Eligibility

A. All CSC bargaining unit employees will be eligible for AWS participation, except as indicated in Subsections 1-5 below and Section X of this Agreement.

1. In order to participate in CWS, employees must be employed by the CSC six months or longer or have completed their first season.
2. In order to participate in AWS, employees must be rated fully successful or higher. If an employee is rated less than fully successful, or placed on a performance improvement opportunity letter, his or her manager may move the employee off their current AWS work schedule or deny the employee's request for AWS participation.

If the manager removes the employee from AWS, the manager will assign the employee to the manager's tour of duty, the lead's tour of duty, or the normal tour of duty for that unit. The employee may request another tour of duty and such request will not be unreasonably denied.

3. If an employee is on a leave-restriction letter or under any other sanction for a time-and-attendance related violation, his or her manager may move the employee off their current AWS or deny their request for AWS participation.
4. An employee may be moved off their current AWS, denied AWS participation, or restricted in their AWS participation to specific forms of AWS or particular time periods of the administrative workweek to avoid projected workload interruption or overstaffing.

5. Factors that will be considered when approving tour selections in each Branch may include but may not necessarily be limited to adequate supervision in the work area, access to the building, health and safety, the availability of workspace and equipment support (e.g., an IDRS terminal), the beginning and ending of scheduled work processes, when a taxpayer may be legally contacted, and projected workload volumes.
 6. Tour requests based on hardship situations will be handled on a case-by-case basis.
- B. The parties recognize that some forms of AWS may not be appropriate for certain positions or organizational segments because of the nature of the work performed.
 - C. The parties recognize that employees require a management official or a designee to refer supervisory issues to in their work area. Each Branch will ensure that such management official is designated on all tours.

V. Flexitour with Credit Hours

- A. Employees will be allowed to earn a maximum of two credit hours per regularly scheduled workday and up to ten credit hours on regular non-workdays.
- B. Credit hours will be earned and used in one-hour increments.
- C. A maximum of twenty-four (24) credit hours may be carried forward from pay period to pay period, for full time employees. Part-time employees may carry forward a pro-rated number of credit hours.
- D. An employee's use of accumulated credit hours will not be denied, except in the case of projected workload interruption. Use and carry forward of accumulated credit hours will be administered in the same way as use and carry forward of annual leave, in accordance with the provisions of Article 32 of NC V.

VI. Selection of Tours

- A. Employees working AWS may select their tour twice during each calendar year at times of their choosing, and more frequently subject to agreement by management. Removal from AWS for one of the causes cited in Section IV above will not count as the employee's regular selection of tour.

- B. Seasonals will be required to request their tour each time they are recalled. Such requests will be considered in accordance with the provisions of this Agreement and will not count as the employee's regular selection of tour.

VII. Travel or Training Status

All employees in a travel or training status or on a detail will adhere to the tour of duty of the training class or the organizational segment to which they are temporarily assigned. In cases where adhering to the new tour of duty causes a problem in completing or exceeding the basic work week, the employee's manager will determine the appropriate remedy based on application of governing law, rule or regulation.

VIII. Reassignments and Details

- A. Employees working AWS who are involuntarily reassigned or detailed to another organizational segment will be allowed to keep their AWS, absent projected workload interruption or overstaffing.
- B. Employees working AWS who are voluntarily reassigned, promoted, demoted or detailed to another organizational segment will work that segment's schedule. In no case will this result in the "bumping" of an employee already on an established AWS in the segment, nor will this count as the employee's regular selection of tour.

The voluntarily reassigned employee may request another tour of duty. EOD will not be a factor in consideration of such requests, which will be granted on the basis of the segment's workload requirements. The employee will be considered on the basis of EOD for the next available tour opening, if requested.

A voluntarily reassigned employee who returns to their original organizational segment is not guaranteed the tour they had when they left that segment.

IX. Administration

- A. The CSC Director or designee and the NTEU Chapter 73 President will establish an AWS joint committee. The joint committee's purposes will be to:
 - 1. ensure the effective implementation of this Agreement;
 - 2. provide an open forum for discussion, clarification and resolution of AWS issues arising under this Agreement; and

3. clarify questions concerning the intent, interpretation or application of the provisions of this Agreement, during the first twelve (12) months after it becomes effective.
- B. The AWS joint committee will be composed of the three representatives from each party who served on the 1999 local AWS negotiation team. If one of these representatives is unable to serve on the joint committee, the CSC Director (or designee) or the NTEU Chapter 73 President will appoint a successor representative. At least two members from the CSC and two members from NTEU Chapter 73 must be present to constitute a quorum of the AWS joint committee. The AWS joint committee will revisit the need for its continuation after this Agreement has been in effect for one year.
 - C. The AWS joint committee will use interest-based/collaborative discussion techniques and trained/experienced facilitators, as needed, to support their deliberations and model customer-focused teamwork.
 - D. If following review of a Branch AWS proposal or discussion of AWS issues arising under this Agreement, the parties have not reached agreement on all issues, they agree to follow the mediation/arbitration procedure set forth in Article 47, Section 4 of the NC V Agreement.
 - E. The Employer will provide copies of this Agreement to all employees.

X. Duration

- A. This Agreement will become effective upon approval of the parties locally and nationally, will remain in effect during the term of NC V, and will be subject to the rollover provisions of the successor National Agreement.
- B. If certain portions of this Agreement are disapproved by the Agency head, the remainder of the Agreement will go into effect on the date of approval of the Agency head or, if no action is taken with the thirty (30) day review period established by Title 5 U.S.C. 7114, on the 31st day following its execution by the local parties.
- C. This Agreement will become effective on a date to be mutually agreed upon between the parties, but no sooner than thirty-one (31) days from execution or Agency head approval.

D. Either party may reopen this Agreement by written request within thirty (30) days of the anniversary dates of this Agreement during the duration of NC V.

Sara Stutz 2/19/99
Chief Negotiator, CSC (Date)

Debbie Plybon 4-2-99
Chief Negotiator, NTEU 73 (Date)

R Wayne H. S. 4/5/99
Director, CSC

John Mitchell
President, NTEU Chapter 73

Work Schedule Request

Name	I request the following work schedule beginning:
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Check one tour of duty

- Regular 5/8 without credit hours
 Staggered 5/8
 5/8 Flexitour with credit hours
 Compressed 5/4/9
 Compressed 4/10

If you have requested 5/4/9 CWS, indicate desired day off for the pay period:

S	M	T	W	TH	F	S	S	M	T	W	TH	F	S

If you have requested a 4/10 CWS, indicate desired day off:

Indicate your requested starting/stopping times:

S	M	T	W	TH	F	S	Start Time		Stop Time	

Employee <i>(signature)</i>	Date	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Effective date	Manager <i>(signature)</i>	Date
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Comments

Definitions

“Staggered work hours” is 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.

“Flexitour with credit hours” is a work schedule that includes a basic work requirement of five (5) workdays of eight (8) hours each in each administrative workweek of the biweekly pay period and the ability of employees to work, with managerial approval additional hours (credit hours).

“Compressed 5/4-9” is a work schedule that includes eight (8) workdays of nine (9) hours each, one (1) workday of eight (8) hours and one (1) non-work day within the biweekly pay period.

“Compressed 4-10” is a work schedule that includes four (4) workdays of ten (10) hours each in each administrative workweek of the biweekly pay period.