

ALTERNATIVE WORK SCHEDULES (AWS)
ARKANSAS-OKLAHOMA DISTRICT
MEMORANDUM of AGREEMENT

between

Department of the Treasury
Internal Revenue Service (IRS)

and

The National Treasury Employees Union (NTEU)
Chapter 45 - Oklahoma
Chapter 59 - Arkansas

Effective Date
September 27, 1996

NOTE:

This document has been modified from the original to improve readability and for conversion to Adobe PDF. All sections of the original document have been maintained but page numbers might be different. In addition, this title page and a table of contents have been added.

Although references in this agreement are to NORD IV, because management declined to negotiate this agreement for NORD V, the current agreement is still in effect.

David Hayes April 2001
President
NTEU Chapter 45

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PREAMBLE

The Arkansas-Oklahoma District and NTEU, Chapter 59 and Chapter 45, have agreed that Alternative Work Schedules will be advantageous to employees and the organization. This agreement will enable the employee to choose a work schedule which is compatible with his/her life-style and provides the organization with the human resources necessary to accomplish its mission.

Section I Positions Covered by AWS

- A. All permanent full-time, seasonal, temporary (to the extent allowable by law and budget) and permanent part-time bargaining unit employees in the Arkansas-Oklahoma District are covered by this agreement.
- B. All parties recognize that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for alternative work schedules and/or staggered work hours.

Section II AWS Work Schedule Availability

- A. Employee participation in the Alternative Work Schedule (AWS) program is optional. The regular 8 a.m. to 4:30 p.m. tour of duty, five days per week, will be available to all employees.
- B. In addition to the existing regular tour of duty, this District will utilize the following alternative work schedules, as defined in Nord IV.
 - 1. Staggered hours,
 - 2. Flexitour with credit hours (regular and mirrored 5/4-9 or 4-10) and
 - 3. 5/4-9 (except taxpayer service personnel during filing season).
- C. Part-time employees may elect a staggered hours or a Flexitour with credit hours work schedule, with management approval
- D. The Flexitour with Credit Hours option also includes the following:
 - 1. Credit hours may be earned, combined and subsequently used in the same pay period, at the election of the employee and with managerial

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approval, to vary the length of a work day or work week. This election by an employee shall be subject to limitations generally prescribed to ensure that the duties and requirements of the employee's position are fulfilled. Employee requests to work credit hours and management determinations will be documented in writing.

2. A credit hour may be earned in 15 minute increments to total not less than one (1) credit hour per day. Partial hours will be forfeited. Credit hours can only be taken in whole hour increments.
3. An employee will be allowed to earn a maximum of two (2) credit hours per regularly scheduled work day. Up to ten (10) credit hours may be earned on an employee's regularly scheduled non-work day or holiday.
4. A maximum of twenty-four (24) hours may be carried forward from one pay period to the next. Part-time employees may carry forward a pro-rated number of credit hours.
5. An employee leaving the Flexitour system must use any balance of credit hours before departure.
6. Credit hours may be earned for program travel, provided the travel is to or from a location in excess of 40 miles from the duty station and to the extent the travel time exceeds the employee's normal commute time.

[Editor's Note: This provision is obsolete due to the Office of Personnel Management ruling in 2000 which states that credit hours cannot be earned in travel status. NTEU disputes this interpretation and future changes are possible, however, for at least fiscal year 2001, NO credit hours may be earned in travel status.
http://www.opm.gov/oca/worksch/HTML/Cred_hrs.htm#travel]

7. Mirrored 5/4-9 or 4-10: Credit hours may be used to, in effect, shorten the work week to less than five (5) days or the work day to less than eight (8) hours. The fact that the use of credit hours mirrors another work schedule (i.e., 5/4-9, 4-10) will not be the sole basis to deny a credit hour request. The Employer has determined managers will approve the use of credit hours in this manner, absent a severe work interruption.
- E. Core time means those designated hours during a bi-weekly pay period which an employee on an alternative work schedule must be present for work. The

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core time for the Arkansas-Oklahoma District is 9:00 a.m. to 3:00 p.m., including lunch.

F. Tours of Duty/Start Times

1. Tour of duty - the scheduled hours of work of each day in a pay period. This will include the starting and stopping times each day in a pay period, and the scheduled day off under the 5/4-9 option.
2. Starting and stopping times will be limited to fifteen (15) minute intervals.
3. Revenue Officers, group secretaries, Revenue Agents assigned to the field, taxpayer service personnel, estate tax attorneys, tax auditors, revenue representatives and group clerks may have tours of duty that begin no earlier than 7:30 a.m. and no later than 9:00 a.m. All other employees may elect tours of duty that begin no earlier than 7:00 a.m. and as late as 9:00 a.m.
4. Temporary Deviations
 - (a) Flexitour - employees in job series 512, 801, 880, 881, 896, 905, 1350, and 1169, who choose the Flexitour with credit hours work schedule, may temporarily delay their selected start time provided they do not have a prior commitment such as a taxpayer appointment, meeting with their manager, or group meeting. These temporary delays of start times must fall between the employee's regularly scheduled start time and 9:00 a.m. Employees exercising this option must notify their manager of their anticipated arrival at the earliest opportunity. When practical, prior day notice is encouraged. Employees abusing their discretion are subject to revocation of this provision following second level review.
 - (b) All work schedules - Field employees, on all work schedules, may temporarily deviate from their selected start time to begin their work day as early as 7:00 a.m. when:
 - (1) The employee is scheduled to travel outside of the boundaries of the official duty station and in excess of forty (40) miles, or

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- (2) The employee has a taxpayer appointment prior to 7:30 a.m., or
 - (3) In other circumstances, if approved, using the criteria found in Section II, subsection D.1 of this agreement and in NORD IV, Article 23, Section 2.
- (c) Employees performing Examination work at the taxpayer's location will generally adopt the hours of the taxpayer. However, in no event will an employee be required to begin work after 8:00 a.m.

Section III General Procedures

- A. Implementation of this agreement will not change the current sign-in/sign-out, lunch period, or leave procedures. Newly assigned employees to a group will be allowed to choose from the options/tours of duty available at the time of assignment. No bumping will occur.
- B. Resolution of conflicts in simultaneous employee requests for work schedules or tours of duty will be determined by the following criteria in this order: length of IRS service, length of federal civilian service, and selection of number from hat.
- C. Requests for a permanent change in a work schedule or tour of duty will be made in writing at least eight (8) calendar days prior to the beginning of the pay period in which the change is to become effective.
- D. Managers will respond to the employee's request for an AWS option or change at the earliest available time. Generally, the response shall not take more than four (4) work days. Prior to notification to the employee, all denials of employee requests will require second level review.
- E. As new positions are created during the life of this agreement, they will be discussed with NTEU and considered for participation in AWS.

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Section IV Implementation

- A. This agreement will become effective thirty-one (31) days after the date of execution or upon agency approval, whichever comes first.
- B. Subject to the provisions in NORD IV, Article 23, Section 2, this agreement will remain in effect concurrent with the NORD IV Agreement or until the parties mutually agree to modify or terminate this agreement, whichever comes first.
- C. A copy of this agreement will be distributed to all bargaining unit employees by the employer no later than fifteen (15) work days after the effective date of this agreement. New employees will receive their copy at the time of their orientation.

For the Union:

For the Employer:

s/Alton Fowler 9/4/96
Alton Fowler Date
President
NTEU Chapter 59

s/K. J. Sawyer 9/6/96
K. J. Sawyer Date
District Director
Arkansas-Oklahoma District

s/Andy Anderson 9/5/96
M. R. (Andy) Anderson Date
President
NTEU Chapter 45

Negotiation Teams:

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