

MEMORANDUM

TO: IRS Chapter Presidents

RE: NEW Article 23 — Alternative Work Schedule Program

SUMMARY: NTEU and the IRS have agreed to an alternative work schedule program that will be implemented July 1, 2012, for all IRS bargaining unit employees.

NTEU and the IRS have reached an agreement with respect to an agency-wide alternative work schedule (AWS) program that will replace the existing language in Article 23 of the parties' 2009 National Agreement II, and allow employees to retain their current AWS (e.g., start times, regular days off, etc.). As you may recall, during the 2009 term contract negotiations, the IRS agreed to expand AWS with four pilot programs (i.e., Accounts Management, Correspondence Examination, MITS, and TAS) if NTEU negotiated one AWS program for the IRS that would supersede all local AWS agreements. With the conclusion of successful pilot programs in each business unit, NTEU returned to the bargaining table in March 2011 to begin negotiations on Article 23. NTEU was represented by Linda Branson (Chapter 5); Mary Wright (Chapter 32); John Darden (Chapter 46); John Kelshaw (Chapter 60); Lynne Allen (Chapter 68); Brian Rudolph (Chapter 71); and Raven Hall (NTEU Negotiations Department). Each bargaining team member worked tirelessly on creating an AWS program that benefits all IRS bargaining unit employees and maintains benefits that some chapters have enjoyed for decades. They collectively read over 90 local AWS agreements and personally reached out to all of those chapters for feedback. NTEU fought to the end, and while we were able to convince management to move on most issues, others were decided by a factfinder, i.e., flexible time band (Section 3B2); standard for earning credit hours (Section 4A1(a)); and a waiting period to return to AWS after misconduct (Section 6C).

Additionally, NTEU negotiated a notification period that allows chapters to maintain certain practices not specifically addressed in Article 23. The AWS program will be implemented July 1, 2012, and local parties have 90 days from implementation (i.e., October 1, 2012) to notify the national parties of any local practice that they would like to continue. The national parties will then create a list of existing practices to remain. All other practices not on the list will be unenforceable and terminate six months after implementation (i.e., January 1, 2013).

Finally, NTEU won many benefits that will allow bargaining unit employees more flexibility in their work lives. Those benefits include, but are not limited to the following:

- All employees currently on AWS are grandfathered into the program, and will retain their start times, regular days off, etc.
- Instead of a one-size-fits-all AWS program with many restrictions, the parties agreed to tailor AWS to certain business units (e.g., Campus and Remote Call Sites; Non-Campus Public Contact; MIT; and TAS). If employees are not covered by one of these groups, then they are covered by the general provisions of Article 23 which offers the most AWS flexibility.
- Under the new language, there are more AWS options available: flexitour with credit hours, gliding, maxiflex, compressed work schedule (e.g., 5/4-9, 4/10). There is also a staggered work schedule

option which is not considered an alternative work schedule. It is a fixed schedule that allows employees on a regular 8-hour tour of duty to vary start times throughout the workweek.

- Core hours were reduced. They are now 9:30 a.m. to 2:30 p.m. instead of 9:00 a.m. to 2:30 p.m. The five-hour period is also reflected in core hours for swing and night shift employees.
- Flexible time bands have been expanded from 7:00 a.m. – 7:30 p.m. to 6:00 a.m. – 8:30 p.m. Also, the new flexible time band may be extended to earn credit hours with prior supervisory approval.
- There is no longer a start time restriction of 7:00 a.m. for public contact employees — i.e., current Article 23, Section 8 has been eliminated.
- Gliding is the newest flexible work schedule which allows employees on an eight-hour schedule to vary their start and end times daily without prior notice to the supervisor. This means, for example, that an employee may start work any day between 6:00 a.m. – 9:30 a.m. without notice to his/her supervisor.
- Maxiflex is no longer limited to Revenue Officers and Revenue Agents. NTEU won expansion of the program into other areas such as Appeals, Headquarters, LB&I, SB/SE Non-Campus, MITS, TAS, etc.
- Field Assistance employees at Taxpayer Assistance Centers with four or more employees will be offered compressed work schedules and flexitour with credit hours.
- Campus and Remote Call Site telephone employees are no longer subject to a national percentage limitation, which caused a freeze on CWS in some locations. Chapters will also retain their ability to determine the percentage of 4/10 and 5-4/9 schedules that will be made available to employees.
- Employees who are on detail or temporarily assigned to another position will retain their permanent AWS upon completion of the temporary assignment.
- There are no blackout days for regular days off (RDOs) or noncore days.
- All schedules (regardless of business unit) will be approved based on the same criteria — i.e., the schedule will not cause a diminished level of service, insufficient coverage, or increased cost. System and seating availability may also impact AWS availability. If seating availability may impact the number of AWS approved, NTEU negotiated a provision that requires management to notify and consult with the chapter prior to making any final determinations.

For more details, please see the attachments. Also, please be advised that changes in Article 23 will be covered at the IRS pre-day for all spring training conferences. If you have any questions with respect to this matter, please contact Raven Hall in the Negotiations Department via e-mail at Raven.Hall@nteu.org until the agreement is implemented on July 1, 2012. Thereafter, please contact your National Field Representative.

Colleen M. Kelley
National President