

TAXPAYER ADVOCATE

SERVICE

1100 Commerce Street
Dallas Texas 75242

Date: January 25, 2000

MEMORANDUM FOR: Jim Littlejohn, President NTEU Chapter 46

FROM: Laurel Cummings. Local Taxpayer Advocate

SUBJECT: Taxpayer Advocate Service Memorandum of Understanding

The following are the notes from a meeting held between NTEU Chapter 46 President, Jim Littlejohn, and Local Dallas Taxpayer Advocate, Laurel Cummings to discuss the Memorandum of Understanding for The Taxpayer Advocate Service (TAS) regarding Space and Equipment, Direct Report Personnel, and the Movement of Work. Adam S. Dodd, TAS Group Manager and TAS NTEU Liaison was present at this meeting. The purpose of this memorandum is to record concurrence with NTEU on items shared during the meeting.

I Space and Equipment Standards

It was discussed that the Local TAS Site Activation Team is currently dormant. The issues regarding temporary space had been worked by the team and floor plans shared and agreed upon by NTEU on the 5 offices that will temporarily house the TAS. This work has not been completed by facilities but they are working on completion. The TAS work spaces are in the locations, with the exception of the vacated teller unit, that housed the functional PRP units. In 1100 Commerce there are 2 offices on the 9th floor, 1 office on the 10th floor and 1 office on the first floor. In 1114 Commerce there is one office on the 6th floor. Until TAS permanent space is secured and plans for a built out begin, the Site Activation Team will remain dormant. The NTEU representative on the Site Activation Team is Amy Didion, Eules Exam.

Upon selection, the employees placed in each of the five groups will be located with their manager. Desk assignments within each group will be made based on employee BOD/Seniority. An exception was agreed upon regarding the already hired analysts who have moved into their desks so that they will not have to move again when all of the employees are hired. An additional exception was agreed upon for the management assistant who will be placed permanently with the receipt team on the 10th floor of 110 00 Commerce.

In light of being in the middle of the filing season, reporting dates and movement of selected employees into TAS workspace will be negotiated with the employee's function. It is our intent to be flexible, with the exception of reporting for required training, when discussing

reporting dates with the functions. This process has begun with the recent bilingual selections.

All of the components of the workstations discussed in paragraph E will not be a reality in the temporary space. The specifications of the MOU will be achieved to the greatest extent possible in the temporary space. Each employee will have a desk, a chair, and a phone, etc. based on what facilities could arrange in the space and with furniture on hand. Computers have arrived and will be installed on each employee's desk with the specified software. IS is working on this currently. A single interview booth has been constructed in the first floor office for TAS and interviews with customers will be held in that location or in an unoccupied interview booth in walk-in.

In paragraph K, the local Dallas office is currently in Category 2. The delivery and set up of the workstations, however, is contingent upon permanent space being identified. TAS has been offered space in 1100 Commerce and in 1114 Commerce that is unacceptable and we are currently working to secure other alternatives. This may necessitate a delay in our ability to move to permanent space by the September 30, 2000 date in the MOU. It is our intent is to find the most comfortable space for our employees and a convenient location for our customers.

In paragraph M, it is agreed that formal meetings described will be held on a case by case basis, as the need to relocate arises.


II Direct Report Personnel

The current Direct Report employees in the Dallas TAS were identified, 3 Support and 4 Non Support positions. All of the 3 Support personnel will be realigned/reassigned into the new TAS organization; one grade 7 management assistant, a grade 6 and a grade 5 secretary. All other support positions will be filled competitively.

Of the 4 Non Support positions, it is likely that none of them will be selected through the competitive process into the new TAS organization and they will be designated "Section 2" employees. Once the implementation guidance, regarding this MOU and the placement of Section 2 employees is received, a meeting will be held between Mr. Littlejohn and Ms. Cummings to discuss impact. In the interim Ms. Cummings will pursue, with the effected employees and the Functional Division Chiefs, opportunities for placement. It was discussed that a few if not all of these 4 employees do not want to leave TAS and in some cases very resistant, due to past events, to the concept of returning to the function they were in prior to coming to the Advocate. A clarification of the term "detail" in the MOU was discussed as well as the status of local agreements regarding details. There are currently no local agreements in place in Dallas and NORD V, Article 16 requirements would open the detail up to many individuals not just the ones we need to place. It was agreed, to pursue the clarification of the term detail, vs. temporary placement after the receipt of implementation guidance and in case address the best interest of the effected employee.

Section D, Departure ratings was briefly discussed, but being routine, no issues beyond what is stated in the MOU were discussed.

The status of functional employees currently detailed to the old PRP unit was also discussed. Meetings with the Exam and Collection have been conducted to discuss placement of these employees into the functions from which they originated. Discussions with Customer Service have not yet taken place. The functional division chiefs have acknowledged their responsibility but will not extend specific placement locations until the Advocate operation stands up. The MOU allows for immediate movement of functional employees, however, the Advocate will attempt to be flexible based on the availability of seating while placement arrangements are being discussed.


2-3-2000
Concurrence,
Jim Littlejohn,
President NTEU Chapter 46

Concurrence,
Laurel Cummings,
Local Taxpayer Advocate, Dallas