

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

July 28, 1999

Mr. Frank D. Ferris
Director of Negotiations
National Treasury Employees Union
901 E Street, N.W., Suite 600
Washington, D.C. 20004-2037

Re: Call Messaging and Written Referral Support Provided by A/C (Examination) to A/C (Customer Service) in Fiscal Year 2000 and Beyond

Dear Mr. Ferris:

This is to confirm discussions among representatives of the Assistant Commissioner (Customer Service), Assistant Commissioner (Examination), Assistant Commissioner (International), Stuart H. Fields, and yourself concerning the call messaging and written referral support that Examination employees will provide to Customer Service during fiscal year 2000 and beyond.

As was the case during the 1999 filing season, the Service remains committed to increasing the level of access to taxpayers. To fulfill this commitment, the Service has determined that the A/C (Examination) and A/C International District employees will continue to assist the A/C (Customer Service) in providing call messaging and written referral support. Such assistance includes the use-of tax auditors and revenue agents.

The Service is committed to taking all steps practical to avoid adverse impact on employees assigned this work. This includes impact at the time of assignment as well as potential impact upon return to normal duties.

As a result of the discussions referenced above, the Service has decided to take the actions outlined below to implement this initiative:

1) The provisions of this LOU apply to the support as described above that tax auditors and revenue agents will provide to Customer Service beginning January 1, 2000. This date may vary in each impacted office based upon workload. Management -has determined that call messaging and written referral support will occur from January 1 through April 30 of each year.

2) The Service has determined that Examination and International District employees will be primarily responsible for research work and -responses to taxpayers on pre-identified issues, including problem resolution program work, forwarded to Examination either by telephone messages or written

referrals (received via paper or electronically). They may also provide support to the taxpayer education program and responses to correspondence.

3) When considering whether to engage in the negotiations authorized below, the local parties are urged to consider the appropriateness of continuing in effect those locally negotiated provisions that applied during the 1999 filing season. However, such provisions must be consistent with this LOU. The parties are also urged to consider local Examination, International District and Customer Service program workload needs.

4) Once local managers have determined which tasks referenced in numbered paragraph 2 above will be assigned to a position and what the necessary qualifications are (including the needed skills, such as bilingual skills), the Service will notify NTEU local chapters of those qualifications. After the above is accomplished, qualified employees having a current annual performance rating of at least fully successful, must be selected as determined in numbered paragraph 5 below as supplemented by local negotiations.

5) The Service will determine the order in which grade levels are used. For example, GS-09s may be used before GS-11 s. However, once that determination is made, qualified volunteers will be selected in order of the most senior EOD by grade. In order to balance the needs of the Service with those of employees, where there are not enough qualified volunteers during the normal work week (Monday - Friday) and traditional work hours, the Service retains the right to assign employees involuntarily. Employees will be notified of their selection for a detail under this LOU as far in advance as possible. The notice will include an estimate of the number of days an employee will be assigned to this work so he or she can make decisions about the rest of his or her work inventory.

6) The local parties are authorized to negotiate over hardship exceptions to the assignment, reasonable accommodation, and selection issues. Selection issues could include whether volunteers will be solicited from all or part of the Examination or International District organization. Hardship will not be limited to medical hardships and may include other types of hardships such as commuting or child care. The Service will accommodate hardships by any locally agreed upon mechanism that is not inconsistent with NORD V, this LOU or applicable law.

7) The local parties are strongly urged to reach an agreement as a result of their negotiations. However, any local disputes that still exist on August 31, 1999 must be sent to a national dispute resolution committee of Service and NTEU officials who will resolve the impasse. Members of the Committee will be for the Service: National Director, Office of Compliance Specialization (or designee); Assistant Commissioner (international) (or designee); and Assistant Commissioner (Customer Service) (or designee); and for NTEU National: Director of Negotiations (or designee).

By September 10, 1999, both local parties must fax to their respective dispute resolution committee member(s) the following information:

(A) A statement of the dispute (include an explanation of the merits, or lack thereof, of the positions of the parties); and

(B) A copy of the parties' most recent proposals (including those provisions for which agreement has been reached).

Local Examination management should forward material to the National Director, Office of Compliance Specialization at fax (202) 401-4552; local International management should forward material to the Assistant Commissioner (International) at FAX (202) 874-1782; local Customer Service

management should forward material to the Assistant Commissioner (Customer Service) at fax (202) 622-4398, and local NTEU chapters should forward material to the NTEU National Director of Negotiations at fax (202) 783-4085.

If the committee cannot resolve the issues by September 20, 1999, the national parties shall use the impasse procedures of Article 9, Section 2(J) of NORD V and seek assistance from an outside neutral to resolve the issue(s). The neutral will assist the parties to informally and voluntarily settle the disputed issue(s) and to reach agreement through appropriate means, including the issuance of recommendations. Any recommendations made by the neutral will not be precedential. In order to expedite the resolution of issues through this process, discussions or hearings may be held with the neutral party via three-way telephone conferences. Such hearings shall proceed without transcripts or briefs and result in the issuance of bench recommendations within twenty-four (24) hours of the conclusion of the conference.

If there is a dispute remaining after the impasse neutral's recommendation, it will be resolved pursuant to 5 U.S.C. § 7119 or other Appropriate provisions of 5 U.S.C. § 7101 *et seq.* The party that moves such remaining disputes to the statutory impasse resolution process carries the burden of proof regarding the reasons the neutral's recommendation does not resolve the issues at impasse.

8) Consistent with NORD V, Article 24, § 2A, overtime for Examination and International District employees who provide support to Customer Service will be distributed as equitably as possible. The local parties will discuss rules for the equitable distribution of overtime for such employees. They are guided by the national parties' shared interest in encouraging volunteers for any overtime work and they are encouraged to develop simple, workable rules for overtime distribution- An Examination or International District employee who volunteers for overtime work need not volunteer to work every day for which overtime is offered. This LOU does not affect an Examination or International District employee's eligibility for overtime in his or her permanent unit. However, overtime for call messaging and written referral support takes precedent over overtime work in the employee's permanent unit if there is a conflict.

9) Any employee that may be assigned to this work will be invited to a meeting at which the Service will explain the reason for the assignments and answer questions. Pursuant to NORD V, Article 8, § 1F, the local NTEU chapters will be permitted up to thirty (30) minutes at the end of the meeting to meet with the employees, without the employer present, to further discuss the matter. All time spent during the briefing and in follow-up meetings will be administrative time for impacted employees and official time for their representatives.

10) This initiative will not result in any change in local agreements in the areas of Alternative Work Schedules (AWS), tours of duty, breaks, flexiplace, or scheduled leave. Similarly, local management will not change any past practices in the above areas without first giving notice to the local NTEU chapter and, if requested, bargaining is completed. Flexiplace arrangements may have to be altered to the extent that Examination or International District employees assigned call messaging or written referral duties are required to be at their posts of duty to successfully perform their assignments. The Automated Referral (R-Mail) System and any impact that system has on this LOU will be negotiated separately by the parties.

11) In order to find an appropriate balance between regularly assigned work and the call messaging and written referral assignments, the Service has determined that upon request of Examination and International District employees interested in these assignments, the employees will be given an opportunity to meet with their immediate supervisors to discuss if and to what extent an inventory reduction is required, and appropriate extensions of time to complete their normal work

assignment. The employee may prepare a memorandum reflecting the substance of this discussion. The manager will review the memorandum, suggest changes as appropriate, and indicate concurrence in a timely manner. Further, the Service has determined that employees performing call messaging and related duties will be given a proportionate reduction in their normal workload to permit them to do this work and/or appropriate extensions of time to complete their normal work.

12) To avoid adverse impact on Examination and International District employees, employees assigned call messaging and written referral duties will be permitted to attend continuing education (CPE) or other short term group developmental activities available to their normally assigned group or occupation during their assignment to this work. Similarly, the Service has determined if an employee is assigned to a training course that is part of the mandatory development for employees in his or her occupation, that employee will not be required to perform call messaging or written referral duties on scheduled training days.

13) In no case will an employee's promotion be delayed nor will an employee be non-selected for a promotion due to performing call messaging or written referral duties for Customer Service

14) The Service has determined that prior to being assigned the call messaging and written referral duties, impacted employees will be provided appropriate training necessary to satisfactorily perform those duties. The training modules given to specific employees will be determined locally based on organizational needs and employee skills. Training modules may include tax law, professional treatment of customers, and researching the IRM. The tax law training may include, but not necessarily be limited to, the following specific technical areas of tax law: aliens, rental, depreciation, sale of business, self-employment income, self-employment taxes, and employee business expense. Appropriate training should commence without delay.

15) The Service has determined that this initiative will not result in a change to impacted employees' position descriptions or critical elements.

16) This initiative will not result in a delay of the processing of contract grievances. Processing time frames, and any extensions, will be in accordance with the provisions of NORD V, Article 41.

17) The Service has determined to take those actions necessary to ensure that climate control systems consistent with weekday conditions will be in place for those employees who work on Saturdays, Sundays or extended hours as a result of this initiative.

18) Consistent with NORD V, Article 23, § 2E, Examination and International District employees performing call messaging or written referral duties who (a) are on a flexitour schedule with credit hours while performing such duties, and (b) work on a regular nonwork day, may work up to ten (10) credit hours for such work. Employees not on a flexitour schedule with credit hours may earn up to ten (10) hours of compensatory time.

19) Evaluative feedback will be provided to employees in accordance with the applicable provisions of NORD V and any local agreements. Should the Service at the local level telephone monitor for employee evaluative purposes, monitoring will be conducted in accordance with the provisions of NORD V, Article 12, §§ 4 and 9.

20) Pseudonym requests from Examination and International District employees serving on these details will be reviewed in accordance with § 3706 of the Restructuring and Reform Act of 1998 and the existing procedures that have been agreed to by the national parties.

21) This LOU will remain in effect for yearly periods beginning with its executive by the national parties, unless either party services the other party with written notice during the month of April of its desire to modify or terminate this LOU.

If the above reflects your understanding of the actions that the Service will be taking with respect to the implementation of this initiative, please indicate that understanding below and return the original of this letter to Mr. Fields, or contact him at (202) 622-5575 if you have any questions.

Sincerely,
[Signature]
John P. Martin
Director of Workforce Relations

[Signature]
Ronald S. Rhodes
Deputy Chief
Customer Service Field Operations

Concurrence:

[Signature]
Frank D. Ferris
Director of Negotiations, NTEU

Date [7/28/99]