

CENTER AND CALL SITE RESTRUCTURING IMPLEMENTATION AGREEMENT BETWEEN INTERNAL REVENUE SERVICE AND NATIONAL TREASURY EMPLOYEES UNION

PREAMBLE

Over the past two years, the Internal Revenue Service (IRS) and the National Treasury Employees Union (NTEU) have cooperated in a multi-step process that resulted in the successful merger of the former District Office Call Sites with Service Center operations in October 1999, the creation of ten campuses with three separate operational components in October 2000 and the initiation of the process for consolidating and transitioning workload in January 2001.

This agreement represents the next major step in the center and call site transition and will result in the implementation of a number of important program changes.

Specific implementation dates are provided in subsequent sections of this agreement. Further program changes, not explicitly described and addressed in this agreement, will be covered by subsequent agreements or supplements to this agreement.

INTRODUCTION

This agreement is entered into pursuant to the provisions of the Federal Labor Relations Statute, 5 U.S.C. § 7101 et seq., between the Internal Revenue Service (Employer) and the National Treasury Employees Union (NTEU), collectively referred to as the "parties," over the implementation of center and call site restructuring.

DEFINITIONS

- Where utilized in this agreement, the term "center and call site restructuring" refers to all aspects of the restructuring of the IRS related to further workload and organizational changes to centers and call sites in the Wage and Investment Division and the Small Business/Self-Employed Division.
- A "center" is comprised of a Submission Processing Center, an Accounts Management Center, and a Compliance Services Center, including several

aligned call sites. Presently, ten sites referred to as “campuses” are in operation nationwide at Andover, Atlanta, Austin, Brookhaven, Cincinnati, Fresno, Kansas City, Memphis, Ogden and Philadelphia. Each campus is aligned with one or more call site operations.

- Where utilized in this agreement, the term “impacted employees” refers to employees who are not assigned into a continuing position through the placement process described in Article 6, Subsection 2A1 of this agreement.

To complete the implementation of center and call site restructuring, the Employer has determined that the following actions will be taken on the dates indicated:

1. Effective October 1, 2001, one (1) layer of management will be removed at Submission Processing, Compliance Services and Accounts Management Centers. At the Submission Processing and Compliance Services Centers, the Division Chief level of management will be eliminated and at the Accounts Management Center, the Section Chief level of management will be eliminated. Each center and call site will possess four (4) layers of management as listed in the first column below. The corresponding level of management from the former center and call site structure is listed in the second column.

<u>New Structure</u>	<u>Former Structure</u>
Director	Director
Operations	Division/Branch
Department	Branch/Section
Team	Unit

2. Effective January 1, 2002, and beginning with Tax Year 2001, Form 1040EZ will no longer be processed through the Service Center Recognition/Image Processing System (SCRIPS) due to changes made to the form. Form 1040 EZ will be processed through the Integrated Submission and Remittance Processing (ISRP) system. Presently, SCRIPS processing is handled by the Austin, Cincinnati, Kansas City, Memphis, and Ogden Centers. Effective January 1, 2003, the Employer will consolidate to four (4) SCRIPS sites, with Memphis no longer processing documents through SCRIPS.
3. With the exception of the workload described in Paragraph 4 below, the alignment of Individual Master File (IMF) and Business Master File (BMF) workload by Business Operating Division, in Submission Processing, will be completed on or after January 1, 2002.
4. During the 2002 filing season, IMF 1040 Family returns will continue to be processed at both the Ogden and Cincinnati Submission Processing Centers.

5. Presently, the Taxpayer Advocate Toll Free Line is handled by the Atlanta, Fresno, Pittsburgh and Richmond Call Sites. On or after November 1, 2001, the Baltimore Toll Free site will begin handling the Taxpayer Advocate calls presently routed to the Pittsburgh Toll Free Site. Other Toll Free accounts workload will be adjusted to ensure that the overall workload and staffing levels remain unaffected due to the change. Also, the change will have no impact on the Taxpayer Advocate Toll Free Line operations at the Atlanta, Fresno and Richmond Call Sites.

6. On or after January 1, 2002, the programs listed below will be consolidated. With the exception of the 6020(b) program, all programs were previously located, to some extent, at the ten (10) center campuses. The 6020(b) program was previously processed at only Atlanta, Austin, Fresno, Memphis and Ogden. The consolidated sites follow each program.
 - ACS Support
Cincinnati, Fresno, Kansas City and Philadelphia

 - ASFR (Automatic Substitute for Return-Reconsiderations only)
Brookhaven and Fresno

 - Automated 6020(b)
Ogden

 - Backup Withholding C
Kansas City and Philadelphia

 - Direct Exam-Non-EITC Dup TIN
Kansas City

 - TFRP (Trust Fund Recovery Program-Monitoring)
Philadelphia

 - Adjustments – BMF Correspondence (excluding Balance Due Notices), External Notices – 94X series (includes 941, 943, 945, 941C and 940) and Non-94X series (includes 1120, 1065, etc.)
Transcripts and Internal Notices (CP 185, 186, 193, etc.) 94X series (includes 941, 943, 945, 941C, and 940) and Non-94X series (includes 1120, 1065, etc.)
Cincinnati and Ogden

 - EIN (TeleTIN, FaxTIN, PCFAX)
Brookhaven, Cincinnati and Philadelphia

 - POA/CAF
Memphis and Ogden

- SSA Wage Discrepancy (includes Ministerial Waivers – Form 4361) Philadelphia

As part of the back-end consolidation, workload will be balanced between the centers as follows:

- EITC Programs

Workload (state mapping changes) will be spread among Wage and Investment Division sites. Small Business/Self-Employed Division EITC workload will be processed in Brookhaven and Philadelphia and no longer processed at the Cincinnati, Memphis and Ogden Centers.

- Offers in Compromise-Monitoring

Workload will be moved out of Cincinnati and Ogden and into Brookhaven, Memphis and Philadelphia (through state mapping changes).

- Adjustments-IMF Correspondence

IMF Correspondence will be moved out of Cincinnati and Ogden and into Brookhaven, Memphis and Philadelphia (through state mapping changes).

Prior to the actual transfer of work on January 1, 2002, the Employer will identify the necessary staffing and conduct the appropriate training. Existing inventories will be worked at the present sites.

7. Four (4) Automated Collection System (ACS) Call Sites will be consolidated with Toll Free operations. Effective December 3, 2001, the St. Louis and Indianapolis ACS Call Sites will be consolidated with the Toll Free operations at those locations. Effective on or after July 1, 2002, the Dallas and Cleveland ACS Call Sites will be consolidated with Toll Free operations at those locations. The Atlanta, Austin, Denver, Fresno, Nashville, Oakland and Seattle ACS Call Sites will increase ACS staffing levels to handle any changes in workload volumes related to the consolidation of the four (4) ACS Call Sites. Due to the ACS consolidation, all changes in ACS site staffing levels will be offset by corresponding increases or decreases in Toll Free Accounts Management staffing at that site. Changes in staffing may still occur for reasons unrelated to ACS consolidation.
8. On or after January 1, 2002, current Toll Free agent groups and applications will be moved into specialized telephone cells. Six (6) specialized cells will be established for Toll Free operations. Cell specialization will occur over a three (3) year transition period beginning January 1, 2002. During the transition, and following the completion of any necessary training, employees will be assigned to a specific cell utilizing the provisions of this agreement.

9. Effective with the consolidation of ACS Call Sites as described in Paragraph 7 above, specialized categories of Automated Collection System (ACS) telephone calls will be centralized at designated ACS Call Sites as follows:
- Wage and Investment Division Defaulted Installment Agreement inquiries will be centralized at the Kansas City ACS Call Site. The Jacksonville ACS Call Site will serve as back-up to Kansas City.
 - Small Business/Self-Employed Division Defaulted Installment Agreement (DEFIA) inquiries will be centralized at the Philadelphia ACS Call Site. The Brookhaven ACS Call Site will serve as back-up to Philadelphia.
 - Federal Employee and Retiree Delinquency Initiative (FERDI) account inquiries will be centralized at the Jacksonville ACS Call Site. The Fresno ACS Call Site will serve as back-up to Jacksonville.
10. Beginning January 1, 2002, the existing Toll Free and local telephone lines serving Practitioners will be consolidated into a nationwide Toll Free service located at the five (5) Small Business/Self Employed campus sites: Ogden, Memphis, Brookhaven, Cincinnati and Philadelphia. Effective January 2, 2002, one-third (1/3) of the present sites will be consolidated. On or after February 18, 2002, an additional one-third (1/3) of the present sites will be consolidated. On or after April 1, 2002, the final one-third (1/3) of the present sites will be consolidated. At the five (5) consolidated sites handling Practitioner calls, the Employer will provide adequate staffing to handle the increase in workload.
11. Presently the Employer Identification Number (EIN) function (TeleTIN, FaxTin, Paper SS4, and PCFax) is performed at ten (10) centers. Each center performs the FAX and paper TIN issuance process. The TeleTIN process is located in eight (8) of the ten (10) centers with each center operating independently. Effective January 1, 2002, the EIN function will be consolidated from ten (10) to three (3) sites: the Brookhaven, Cincinnati and Philadelphia Accounts Management Centers. The losing sites will work through existing inventories and reroute incoming FAX and paper traffic beginning December 17, 2001. A new nationwide toll free telephone number will be established by January 1, 2002, for TeleTIN. Call volumes will be distributed among the three (3) consolidated sites. The calls will be directed to the next available assistor at one (1) of the three (3) sites. All areas of the United States will have telephone access from 7:30 a.m. to 5:30 p.m. local time.
12. The Customer Contact Center Optimization (CCCO) team developed a Competency Assessment Battery (CAB) instrument to measure technical competencies important to resolving both individual and business taxpayer inquiries. The CAB consists of six (6) modules which correspond to the new "phone cell" structure developed by the CCCO team. Within each module are subsections which correspond to the nineteen (19) applications (work

streams) performed in responding to, and/or resolving, taxpayer inquiries. Each subsection is designed to correspond with a specific training course, or set of training courses, relative to performing the application/work stream. The Employer will pilot the CAB instrument at the St. Louis and Indianapolis Call Sites as described in Article 8, Section 2 of this agreement.

The remainder of this document contains the provisions agreed to by the parties, related to the impact and implementation of the decisions made by the Employer, as described above. The provisions provide the means to move centers and call sites in the Wage and Investment Division and the Small Business/Self-Employed Division from the bargaining phase to full implementation consistent with Article 3, Subsections 3B and 4A of the Restructuring Agreement.

Therefore, the parties mutually agree that this agreement only applies to the implementation of center and call site restructuring in the Wage and Investment and Small Business/Self-Employed Divisions and does not establish a precedent for any other negotiations involving the restructuring and modernization of the IRS.

To the extent this agreement contradicts or duplicates the Service Center Workload Transition Agreement (SCWTA), dated October 6, 2000, this agreement supercedes the SCWTA. To this end, the parties further agree as follows:

ARTICLE 1 COMMUNICATIONS

The following Sections contain provisions that provide an effective means for providing information to bargaining unit employees concerning the center and call site restructuring.

SECTION 1 - COMMUNICATION OF THE AGREEMENT

- A. Consistent with the provisions of Article 8 of the NORD/NC V Agreement, the Employer will conduct formal meetings at centers and call sites during work hours to discuss this agreement and changes in working conditions with all bargaining unit employees of the Submission Processing, Compliance Services and Accounts Management Centers, including aligned ACS and Toll Free Call Sites.
 - 1. Subject to the right to assign work, the Employer will hold the meetings within twenty (20) business days of the effective date of this agreement as described in the Article 9, Subsection 1 of this agreement.
 - 2. The Union will be afforded no less than five (5) days advance notice consistent with Article 8, Subsection 1A of the NORD/NC V Agreement.

3. The Union will be afforded thirty (30) minutes at the end of the meetings to meet with employees consistent with Article 8, Subsection 1F of the NORD/NC V Agreement.
- B. All center and call site employees will attend the meeting, described in Subsection 1A above, to discuss this agreement.
 1. Prior to the meeting, employees will be permitted up to one (1) hour to read the agreement.
 2. At least five (5) days prior to the meeting, the Union, at the local level, will be afforded the opportunity to review and comment on the agenda for the meeting and any materials to be distributed. The Employer will review the comments and make any appropriate changes.
 - C. The Employer acknowledges the obligation to provide the agreement, and any other written materials that will be distributed to employees, in alternate formats and to make reasonable accommodations for the meetings consistent with law, rule and regulation.
 - D. Within a reasonable amount of time prior to distribution to employees, the Employer will provide an electronic copy of this agreement to the National Office of NTEU for distribution to impacted chapters.
 - E. A question and answer session will be part of the meetings. Following the meetings described in Article 1, Sections 1 and 2 of this agreement, the local parties will jointly develop a “Frequently Asked Questions” document for that center or call site.
 1. If the local parties are unable to agree on an answer to a question to be included in the “Frequently Asked Questions” document, the question will be referred to the Workforce Relations Division and the NTEU National Office for resolution.
 2. The “frequently asked questions” document will be distributed to all center and call site employees.
 3. Employees will be provided a reasonable amount of time to read the document.
 - F. The Employer has determined that the Workforce Relations Division will respond in writing to remaining unanswered questions.
 1. All bargaining unit employees of the Submission Processing, Compliance Services, Accounts Management Centers and aligned call sites will receive a copy of the questions and answers.
 2. Employees will be provided a reasonable amount of time to read the question and answer document.
 3. The Employer will provide an electronic copy of the questions and answers to the National Office of NTEU for review and comment prior to distribution.

SECTION 2 – NOTIFICATION OF EMPLOYEES

- A. To provide employees with more meaningful information, a jointly developed informational notice, titled “Where We’re Headed,” and designed specifically for center and call site employees, will be distributed. The notice will

summarize all program changes at that center or call site, the staffing impacts and the career options available for impacted employees.

1. The informational notice will replace the first notice and the related requirements described in Article 5, Section 1 of the Restructuring Agreement. The parties agree that the use of Form 12294, as outlined in Article 5, Subsection 1D of the Restructuring Agreement will be discontinued.
 2. The informational notice will be distributed to all employees at each campus by November 2, 2001.
 3. Consistent with the provisions of Article 8 of the NORD/NC V Agreement, the Employer will conduct formal meetings during work hours to discuss the informational notice and available placement opportunities with all impacted employees of the Submission Processing, Compliance Services, Accounts Management Centers and aligned call sites. The meetings are to be distinct from the meetings to be held under Section 1 above.
- B. A second notice will be hand-delivered or delivered via certified mail to all impacted employees prior to November 26, 2001.
1. The second notice will meet the informational requirements of Article 5, Subsections 3A, B and C of the Restructuring Agreement.
 2. With the exception of Article 5, Section 2 and references to listings and postings in Article 5, Section 4, all other provisions of Article 5 and Article 6 of the Restructuring Agreement regarding second notices will apply, including the use of the Form 12294A.
 3. In lieu of the listings and postings required under the Restructuring Agreement, the Employer will provide the local NTEU Chapter(s) a list of all employees that are mapped, indicating the previous position and the continuing position, and the local parties will jointly review remaining placement opportunities.
- C. Employees who are being reassigned or realigned to a new work area, as a part of the implementation of center and call site restructuring, will receive an additional separate orientation regarding work rules.
1. The orientation will focus on a discussion of work rules, including but not limited to, breaks, lunch periods, leave approval and work schedules.
 2. At least five (5) days prior to the meeting, the Union, at the local level, will be afforded the opportunity to review and comment on the agenda for the orientation meeting and any materials to be distributed. The Employer will review the comments and make any appropriate changes.

ARTICLE 2

CHANGES TO ORGANIZATIONAL STRUCTURE

The following Sections relate to the decision by the Employer, described in Paragraph 1 of the Introduction to this agreement, to change the organizational structure of centers and call sites.

SECTION 1 – SPAN OF CONTROL

- A. The parties at the local level will review and discuss the impact of any changes to span of control made by the Employer.
- B. Once during the term of this agreement, and following notice as prescribed by Article 47 of the NORD/NC V Agreement, the local parties are authorized to negotiate over any appropriate arrangements and procedures, if necessary, to mitigate any adverse impacts on employees.
 - 1. The local negotiations will be conducted in accordance with Article 47 of the NORD/NC V Agreement.
 - 2. Local agreements may not conflict with any National agreements.
 - 3. All local agreements negotiated pursuant to Article 47 of the NORD/NC V Agreement will be subject to agency head review pursuant to 5 U.S.C. § 7114(c).
- C. The Employer has determined that the Team Manager level span of control guidelines are not changing due to the implementation of center and call site restructuring.

SECTION 2 - GRIEVANCE PROCESSING

- A. Consistent with the Crosswalk Agreement dated October 3, 2000, grievances filed on or after October 7, 2001, will be heard in the new management structure as follows:
 - 1. Step one - Team
 - 2. Step two - Operations Manager or designee
 - 3. Step three - Director or designee
- B. The Employer has determined that designations will only be made to individuals with the authority to remedy the dispute.
- C. For notification purposes, and prior to October 7, 2001, the parties mutually agree that a joint memorandum will be sent to all Center Directors and Chapter Presidents.
- D. Any grievance filed or appealed to a higher step, under the prior organizational structure, will be considered properly filed through December 31, 2001.

ARTICLE 3 WORK RULES

The general provisions found in the following Sections cover bargaining unit employees affected by the changes to working conditions described in the Introduction to this agreement.

SECTION 1 - TRAINING

- A. During the first steps of the restructuring of center and call sites, the Employer provided training and OJT to employees as needed. The Employer has

determined to continue this practice during the final steps of the implementation of center and call site restructuring as follows;

1. Employees assigned a different mix of work or new work as a result of the implementation of centers and call sites will receive timely and applicable training on programs identified by the Employer.
 2. The Employer will consider all available information, including input from employees, prior to determining the training to be provided and the timetable for accomplishing the training.
 3. If an employee has not worked a program or application, or been provided training in the past six (6) months on the program or application, the employee will receive training.
 4. The Employer will assign qualified instructors and OJI coaches to complete any training and/or OJI that is provided to employees.
 5. As needed, the Employer will expand the size of OJI cadres to meet the needs of employees receiving training/OJI due to the implementation of the center and call site restructuring.
 6. Consistent with Article 30, Subsection 2D of the NORD/NC V Agreement, employees are encouraged to work with their manager to establish an Individual Development Plan to address the skills needed in their assigned position.
 7. Subject to the right to assign work, the training will be provided prior to assigning work to the employee on that specific program.
- B. Employees assigned a different mix of work or new work as a result of the implementation of center and call site restructuring, who disagree with the scope, content and/or length of training provided by the Employer, may request additional training and/or OJI.
1. If the request for additional training and/or OJI is denied, the Employer will provide the reasons in writing to the employee.
 2. If the request for additional training and/or OJI is subsequently approved, the Employer will determine, and inform the employee, in writing, of a tentative timeframe for completing the additional training and/or OJI.
 3. Consistent with Article 30, Section 8 of the NORD/NC V Agreement, employees will have the right to raise the lack of necessary training as a defense to a disciplinary, adverse or unacceptable performance action. In addition, an employee can raise a lack of necessary training as a defense in the grievance process to the lowering of his or her annual performance appraisal.
- C. The Employer will provide meaningful opportunities for, and will consider, pre-decisional input from local NTEU on training issues through the Site Implementation Teams, local Training Committees, or Ad Hoc Leadership Teams.
- D. The Employer acknowledges the obligation to provide timely reasonable accommodations consistent with law, rule and regulation.
- E. Subject to the right to assign work, the Employer has determined that employees selected to serve as OJIs/coaches will be given duty time away

from their regular assignments to assist impacted employees in learning the new work. Consistent with Article 25, Subsection 1A of the NORD/NC V Agreement, workload will be adjusted, as needed, due to OJI duties.

- F. Subject to the right to assign work, the Employer is committed to assigning work leaders to technical assistance, coaching and mentoring of employees in their units, with particular attention to impacted employees.

SECTION 2 - EVALUATIONS

The Employer has determined that the arrangements and/or processes outlined in this Section will be used when evaluating employees assigned a different mix of work or new work as a result of the implementation of center and call site restructuring.

- A. Employees assigned a different mix of work or new work, as a result of the implementation of center and call site restructuring, who receive training on a program, will not be evaluated on that specific program for a period of sixty (60) calendar days following the completion of training. The sixty (60) day period includes OJI and learning curves.
- B. The Employer recognizes that additional efforts may be required to ensure that employees who have attained a particular level of performance in their previous position have the fullest opportunity to maintain or improve that level of performance in their new position.
- C. Consistent with Article 12, Subsection 4R of the NORD/NC 5.5 Agreement, the fact that an employee assumes new tasks, receives new Critical Job Elements, changes positions, is a trainee, and/or receives a promotion to a new position, does not create a presumption that his or her performance is only "Fully Successful." Rather, an employee's performance rating will be based strictly on his or her performance against those Critical Job Elements that apply during the appropriate performance rating cycle.
- D. Employees are encouraged to self-review/monitor their work. This is not an authorization to take additional time (e.g. wrap, read, meeting, administrative) for these reviews.
- E. Consistent with Article 12, Subsection 4M of the NORD/NC V Agreement, the Employer will monitor the performance of employees whose work changed as a result of the implementation of center and call site restructuring, including providing any non-evaluative feedback (both positive and negative) during the sixty (60) day period described in Subsection 2A above. As needed, the Employer will counsel employees in relation to their overall performance, with special emphasis given to situations where the employee's performance indicates a decrease in the overall rating.
- F. Employees may individually elect to waive the sixty (60) day transition period described in Subsection 2A above.
- G. In all other situations, employees will be held accountable for assigned workload and evaluated consistent with the provisions of Article 12 of the NORD/NC V Agreement.

- H. Consistent with Article 12, Subsection 8A of the NORD/NC V Agreement, the Employer will not use comparative statistics to assess or evaluate the work of any employee.
- I. Employees that meet the minimum appraisal period requirements, consistent with Article 12 of the NORD/NC V Agreement, will receive departure ratings as follows:
 - 1. An employee who changes from one permanent position to another in the last sixty (60) days of the annual rating period will receive a departure appraisal, Form 6850, that becomes the annual rating of record.
 - 2. An employee who departs a temporary or permanent position more than sixty (60) days from the end of the annual rating period will receive a departure appraisal, Form 6850, annotated as a departure rating.
 - 3. If a manager departs his or her position, the manager will prepare a performance appraisal, Form 6850, for consideration in the next annual appraisal by the new manager.
- J. Consistent with Article 12, Section 4 of the NORD/NC V Agreement, the Employer will ensure that employee evaluations issued after an employee changes positions or receives new assignments will appropriately reflect performance during the rating period prior to changing positions, receiving new assignments or experiencing a change in the mix of work.
- K. Employees assigned new work, but remaining on the same critical elements, as a result of the restructuring of centers and call sites, will meet with their managers and receive an explanation on how the employee's critical elements relate to the new work assignments. The meetings will be considered formal discussions in accordance with 5 U.S.C. § 7114.
- L. The National Total Evaluation Performance System (TEPS) Committee will address issues related to the implementation of this agreement, including, but not limited to;
 - 1. impacts on TEPS related to the IMF/BMF workload transition;
 - 2. impacts on TEPS related to the assignment of unmeasured work to Submission Processing employees to fill receipt gaps; and
 - 3. administration of TEPS under the new critical job elements.
- M. Consistent with Article 12, Subsection 20F of the NC V Agreement, local TEPS Committees will be responsible for identifying and proposing solutions for local TEPS administration issues related to the implementation of center restructuring. In addition, the local TEPS Committees will be responsible for the following:
 - 1. Monitoring monthly TEPS reports for the OFPs (Organization, Function and Program) of measured employees and, on a case-by-case basis, recommending changes in TEPS base points to the appropriate management official.
 - 2. Monitoring to ensure data is excluded for measured employees, whose mix of work changed as a result of the workload transition, on OFPGs with less than six (6) employees working the OFPGs in a quarter, consistent with Article 12, Appendix Paragraph 6 of the NC V Agreement.

3. Monitoring to ensure base points and numerical standards are set consistent with Sections 14 through 21 and the Appendices of Article 12 of the NC V Agreement.

SECTION 3 - SPACE, EQUIPMENT AND FURNITURE

- A. To accomplish the implementation of center and call site restructuring, employees may be required to physically relocate within the commuting area of the center campuses and call sites.
- B. For employees required to physically relocate within their post-of-duty (POD), the Employer will provide as much notice as possible. Employees required to physically relocate to a different POD, within the commuting area, will be provided fifteen (15) workdays notice.
- C. All hardship requests related to the physical relocation of an employee will be considered on a case-by-case basis by the Employer. Examples of hardships include, but are not limited to transportation issues, medical conditions and child/elder care arrangements. Denials may be grieved under Article 41 of the NORD/NC V Agreement.
- D. Subject to the Employer's right to determine the budget of the Agency and consistent with existing National agreements, the Employer is committed to providing all center and call site employees the space, equipment and furniture that meets the National Workplace Furniture and Occupancy Standards and is necessary to effectively complete the implementation of center and call site restructuring in the Wage and Investment Division and the Small Business/Self Employed Division.
- E. If physical moves are required to accomplish the implementation of centers and call sites restructuring, the local parties are authorized to engage in such bargaining. Physical movement of employees will be subject to the availability of funds and the availability of the necessary space. The local negotiations will be subject to the following provisions:
 1. Prior to providing notice, the Employer will provide NTEU with the opportunity to participate pre-decisionally in space design and location discussions.
 2. All employees required to physically relocate will be provided the same, equivalent or upgraded, furniture and equipment, necessary to perform their assigned duties in an efficient and effective manner. Adequate space and storage areas to perform the work will be provided.
 3. The parties acknowledge that where two (2) or more employees must share a workstation (e.g. one employee on day shift and the other on night shift), the Employer will make every effort to provide adequate storage space for the work materials and personal items of each employee. If the implementation of Center and Call Site restructuring increases the need for sharing workstations, at a particular site, the local parties are authorized to negotiate over space and equipment issues relating to that change. Subject to budgetary limitations, the Employer will strive to

provide shared workstations that meet the National Furniture and Occupancy Standards.

4. The Employer acknowledges the obligation to provide reasonable accommodations for employees with disabilities consistent with law, rule and regulation.
5. Local negotiations will be conducted in accordance with Article 47 of the NORD/NC V Agreement.
6. The negotiations will cover matters related to the movement of bargaining unit employees, including the topics referenced in Article 11, Subsection 15B of the NORD/NC V Agreement.
7. Local agreements may not conflict with any National agreements, including the NORD/NC V Agreement, covering space, furniture or equipment.
8. Local negotiations, including impasse procedures, on those space moves that must take place to avoid jeopardizing the filing season, must be completed within thirty (30) calendar days following the date local NTEU receives the information necessary to bargain over the space moves. During this period, the Employer will delay implementing the proposed changes to working conditions consistent with applicable law, rule or regulation.
9. All local agreements negotiated pursuant to Article 47 of the NORD/NC V Agreement will be subject to agency head review pursuant to 5 U.S.C. § 7114(c).

SECTION 4 - ANNUAL LEAVE, ADMINISTRATIVE TIME, LUNCH AND BREAKS

- A. Employees reassigned to a different work area, due to the implementation of center and call site restructuring, will retain any annual leave dates approved prior to the effective date of this agreement.
- B. The local parties are authorized to negotiate over any issues relating to break and lunch schedules that are impacted by the implementation of center and call site restructuring.
 1. Local negotiations will be conducted in accordance with Article 47 of the NORD/NC V Agreement.
 2. Local agreements may not conflict with any National agreements.
 3. Local negotiations, if any, will be completed by the implementation dates set out in the Introduction to this agreement.
 4. All local agreements negotiated pursuant to Article 47 of the NORD/NC V Agreement will be subject to agency head review pursuant to 5 U.S.C. § 7114(c).
- C. Employees are entitled to request annual leave as provided under Article 32 of the NORD/NC V Agreement.
- D. Consistent with the provisions of the NORD/NC V Agreement, employees may be afforded the opportunity to participate in blood drives, Special Emphasis Programs and Union representational activities with supervisory approval.

- E. The implementation of center and call site restructuring is not anticipated to have an adverse impact on the opportunities for employees to take annual leave, beyond the current workload constraints, or participate in the activities described in Subsection 4D above.
- F. Nothing in this Section shall restrict the Employer's right to assign employees consistent with applicable laws, rules, and regulations.

SECTION 5 - SHIFTS AND ALTERNATIVE WORK SCHEDULES

- A. The Employer has determined that involuntary shift changes (e.g., night shift to day shift) are not planned as a result of the implementation of center and call site restructuring. Any subsequent decision by the Employer to involuntarily change a shift, as a result of the implementation of center and call site restructuring, will be considered a change in the conditions of employment subject to the notice requirement of Article 47 of the NORD/NC V Agreement.
- B. Subject to the provisions of 5 U.S.C. § 7106, the Employer has determined that, to the extent possible, employees will retain their present Alternative Work Schedule (AWS) option.
 - 1. The Employer has determined that changes to days off and hours of duty (start and stop times) within the employee's present shift may be necessary to implement ACS site consolidation and back-end program consolidation.
 - 2. Changes to days off and hours of duty will be made consistent with the applicable local agreement.
 - 3. Should the Employer determine that an adverse Agency impact, as defined in 5 U.S.C. § 6131, cannot be avoided under the applicable local agreement, it will so notify NTEU.
 - 4. The parties will locally negotiate a one-time supplement to the applicable local agreement to address the adverse Agency impact. The negotiations will be limited to adjusting days off under existing AWS and changes to hours of duty (start and stop times), as well as any appropriate arrangements for employees impacted by the changes.
 - 5. The negotiations, including impasse procedures, will be completed within forty-five (45) days of providing NTEU notice and documentation of the existence of, or potential existence of adverse impact.
- C. The Employer has determined that employees required to involuntarily change days off within an AWS option or hours of duty (start and stop times) within an employee's present shift will be permitted, upon request, a sixty (60) day transition period.
- D. All hardship requests related to changing the hours of duty or compressed work schedule of an employee will be considered on a case-by-case basis by the Employer. Examples of hardships include, but are not limited to transportation issues, medical conditions, educational commitments and child/elder care arrangements. Denials may be grieved under Article 41 of the NORD/NC V Agreement.

- E. Employees placed into positions in Accounts Management and Compliance Services programs, that are consolidating into their sites, will have the same AWS options that are currently available to employees who perform that work or substantially similar work (e.g., EIN and TeleTIN) at their site, unless a local agreement provides otherwise.

ARTICLE 4

WORKLOAD TRANSITION

Sections 1 and 4 of this Article contain general provisions that cover bargaining unit employees affected by the changes described in the Introduction to this agreement. Sections 2 and 3 of this Article contain provisions that relate to changes described in Paragraphs 2, 3 and 4 of the Introduction to this agreement.

SECTION 1- RELEASE AND RECALL

- A. Employees will be placed on the release/recall list in the organization they are assigned, based upon the implementation of center and call site restructuring, consistent with Article 14 of the NORD/NC V Agreement.
- B. Employees will be assigned skill codes consistent with the provisions of Article 14, Subsection 1D1 of the NORD/NC V Agreement.
- C. Consistent with Article 14, Subsection 1D1 of the NORD/NC V Agreement, for recall for the 2002 filing season, impacted employees will be assumed to possess the skills that have been assigned to other employees in identical positions (same title, series and grade) within the employee's assigned Operation/Department.
- D. Employees will receive Seasonal Employment Agreements consistent with Article 22, Subsection 2E of the NORD/NC V Agreement.
- E. The Employer has determined that the seasons prescribed in Seasonal Work Agreements for current and newly hired employees will not be decreased pending the completion of supplemental negotiations described in Section 4 below.
- F. The parties at the National level will establish a joint team, on the effective date of this agreement, to study the impact of changing the layers of management and Critical Job Elements on the release and recall of seasonal employees.
 - 1. The joint team will be composed of four (4) members appointed by the Employer and four (4) members appointed by NTEU.
 - 2. Both NTEU and the Employer may appoint one (1) advisor to assist the joint team.
 - 3. By November 23, 2001, the joint team will forward recommendations to the NTEU National Director of Negotiations and the Director, Workforce Relations Division on the following;
 - a. recommendations for replacing branch-wide and division-wide release and recall in light of the new organizational designations;

- b. recommendations for current local agreements allowing lower than branch-wide release and recall; and
 - c. (if not covered during the implementation of the Critical Job Element Agreement) recommendations for utilizing the new Critical Job Elements for ranking employees for release and recall.
4. Based upon the recommendations, the National parties will develop a Memorandum of Understanding effective on January 1, 2002.

SECTION 2 – INCENTIVE PAY AND GAINSHARING

- A. The implementation of the IMF/BMF Business Operating Division alignment at the Submission Processing Centers may alter the opportunities employees have to earn Incentive Pay and Gainsharing awards.
- B. Employees will continue to be eligible to earn Incentive Pay and Gainsharing awards when completing workload eligible for Gainsharing and Incentive Pay.
- C. Consistent with applicable National agreements, local Incentive Pay and Gainsharing Committees will be responsible for assessing the impact of the implementation of center and call site restructuring.
- D. The local Incentive Pay and Gainsharing Committees will be responsible for the following;
 - 1. oversight and monitoring of issues related to the implementation of center and call site restructuring;
 - 2. until a supplement to this agreement is negotiated addressing Incentive Pay and Gainsharing, identifying any reduction in opportunities for employees to earn Incentive Pay or Gainsharing and developing potential changes or adjustments to address the reduction; and
 - 3. recommending adjustments, changes, etc., to the Submission Processing Center Director and NTEU Chapter President, as provided in the National Incentive Pay Charter.
- E. The parties agree to complete negotiations by March 31, 2002, over the decision by the Employer to consolidate to four (4) SCRIPS sites.
- F. The local parties at the five (5) SCRIPS sites are authorized to conduct negotiations over the movement of 1040 EZ workload from SCRIPS to ISRP.
 - 1. The local negotiations will be conducted in accordance with Article 47 of the NORD/NC V Agreement.
 - 2. Local agreements may not conflict with any National agreements.
 - 3. Local negotiations, including impasse procedures, must be completed by January 1, 2002.
 - 4. All local agreements negotiated pursuant to Article 47 of the NORD/NC V Agreement will be subject to agency head review pursuant to 5 U.S.C. § 7114(c).

SECTION 3 – PROCESSING IMF INVENTORIES AT OGDEN AND CINCINNATI

- A. The local parties are authorized to negotiate over the impact and implementation of the decision by the Employer to process IMF workload at the Ogden and Cincinnati Submission Processing Centers.
 - 1. Local negotiations will be conducted in accordance with Article 47 of the NORD/NC V Agreement.
 - 2. Local agreements may not conflict any National agreements.
 - 3. Local negotiations, including impasse procedures, must be completed by January 1, 2002.
 - 4. All local agreements negotiated pursuant to Article 47 of the NORD/NC V Agreement will be subject to agency head review pursuant to 5 U.S.C. § 7114(c).

SECTION 4 – IMPACTS OF RECEIPT/WORKLOAD GAPS

- A. The parties recognize that the implementation of center and call site restructuring could result in the following;
 - 1. a decrease in the opportunities for data transcribers at Submission Processing Centers to earn incentive pay and SCRIPS employees to earn Gainsharing awards;
 - 2. the need to locate substitute work for permanent (year-round) employees due to gaps in receipts at IMF Submission Processing Centers; and
 - 3. shorter periods of employment for seasonal employees.
- B. The parties recognize the importance of minimizing the potential impacts described above and therefore agree to establish a Supplemental Bargaining Committee as outlined below.
- C. A Supplemental Bargaining Committee will be established to study and develop methods for reducing the potential negative impacts caused by the implementation of center and call site restructuring. The Committee will negotiate over adding supplements to this agreement to address these potential adverse impacts.
 - 1. The Committee may consider, for example, creating dual positions or providing retention bonuses for data transcribers.
 - 2. The Committee may also consider creating dual positions for other employees affected by receipt/workload gaps.
 - 3. The Committee may develop processes for identifying additional work to fill receipt/workload gaps and for matching interested seasonal employees with work opportunities to protect the length of seasons and/or extend seasons.
 - 4. The Committee may develop a process for assigning employees to substitute work during gaps in receipts/workload.
 - 5. The Committee will be composed of an equal number of members appointed by the Employer and the Union.
 - 6. The Committee will receive assistance from subject matter experts as needed.

7. In addition to the responsibilities described above, the Committee will complete agreements to supplement this agreement in accordance with the milestones and ground rules outlined in the Memorandum of Understanding on supplemental negotiations.
8. The Committee may also negotiate over employees, outside Submission Processing Centers and within the Wage and Investment Division or the Small Business/Self-Employed Division, who are negatively impacted by receipt/workload gaps and workload transition due to the implementation of center and call site restructuring.

ARTICLE 5 PROGRAM CONSOLIDATION

This Article contains provisions that relate to the changes described in Paragraphs 6 and 11 in the Introduction to this agreement.

SECTION 1 – BACK-END CONSOLIDATION

- A. Employees that must be placed as a result of a consolidation as described in Paragraph 6 in the Introduction to this agreement, will be placed using the provisions of Article 6 of this agreement.
- B. The Employer has determined that any employee losing their work due to back-end program consolidation will be offered the opportunity to relocate and be realigned to a vacant position in the job the employee is currently performing (e.g., ACS Support Tax Examiner in Ogden willing to move to Fresno). No moving expenses are authorized in such circumstances.
- C. During implementation, the Employer will conduct monthly briefings with local NTEU Chapters, if requested, at each site a program is consolidated.
- D. The Union reserves the right to bargain locally, to the extent provided by law, over any changes in working conditions related to the consolidation of any program that are not explicitly addressed by this agreement.

SECTION 2 – NATIONWIDE TOLL FREE TELEPHONE SERVICE FOR THE EMPLOYER IDENTIFICATION NUMBER (EIN) PROGRAM

- A. The Employer has determined that the Joint Operations Center (JOC) will provide service to the TeleTin sites consistent with that provided to Toll Free, ACS, and other specialized applications such as National Taxpayer Advocate.
- B. The Employer has determined that newly classified GS-6 positions will be competitively filled. Employees selected will be required to be proficient in the issuance of EINs via paper, FAX and telephone.
- C. The existing EIN function employees who do not successfully compete, or choose not to compete, for the newly established GS-6 positions, will become impacted employees and will be covered by the provisions of Article 6 of this agreement.

- D. Employees assigned to the Toll Free Telephone Service for EIN will be covered by the applicable provisions of the Customer Service Agreement dated July 29, 1999.
- E. The Employer will notify and bargain with NTEU prior to implementing business measures for EIN. The Employer has determined that consistent with the National Partnering Agreement it will involve NTEU pre-decisionally in developing the measures.

ARTICLE 6

PLACEMENT OF IMPACTED EMPLOYEES

This Article establishes the process by which all center and call site employees will be placed into positions in the restructured centers and call sites and is applicable to bargaining unit employees affected by the changes described in the Introduction to this agreement. The process for placing employees described in this Section amends the provisions of Article 4 of the Restructuring Agreement.

SECTION 1 - GENERAL

- A. The parties agree that the following placement process will be utilized for placing center and call site employees into continuing positions in the restructured centers and call sites:
 - 1. Center and call site employees will be placed into a continuing position at the same grade, series, work schedule, shift and POD as their current permanent position of record. However, in the event the Employer must assign an employee under Subsection 2C below, the Employer may identify placement opportunities within the commuting area. Employees may also volunteer for placement opportunities outside their post-of-duty (POD), but within the commuting area, under Subsection 2B below.
 - 2. Placements into Submission Processing Centers, Compliance Services Centers and Accounts Management Centers, and aligned call sites, will be in accordance with the guiding principles of the Restructuring Agreement:
 - a. employees should follow their work with the least possible disruption for employees and the IRS;
 - b. impacted employees will be given the opportunity to volunteer for positions at their current series and grade level prior to being assigned to a position by management;
 - c. the Employer will assign employees to permanent positions for which they qualify, if the employee cannot otherwise be placed; and
 - d. employees who cannot be placed into permanent continuing positions in their Commuting area at their current grade level will be designated transition employees in accordance with the Guidelines for Workforce Transition dated June 22, 2000, and provided the safety net of options as delegated by the Fiscal Year 2002 Workforce Transition Policy dated October 17, 2001.

3. To ensure that the principles of the Restructuring Agreement are properly carried out for the implementation of center and call site restructuring, the parties agree to modify the placement process outlined in Article 4 of the Restructuring Agreement. Specifically, steps one (1) through four (4) are replaced by Subsections 2A, B and C below, and the appendices to this Article.

SECTION 2 – ACTIONS TAKEN TO PLACE EMPLOYEES

- A. Mapping of non-impacted employees.
 1. Initially, employees whose permanent position of record will continue, with substantially the same duties consistent with the examples in Appendix A, Paragraph A of this agreement, will be mapped into the restructured center or call site.
 2. The Employer will provide the local NTEU Chapter(s) a list of all employees that are mapped, indicating the previous position and the continuing position.
 3. Employees not mapped will be considered impacted employees and placed utilizing the procedures in Subsection 2B below.
- B. Opportunities for impacted employees to volunteer for positions.
 1.
 - (a) The local parties will jointly review all positions identified by the Employer that have not been filled in Subsection A above prior to offering impacted employees continuing position(s), identified by the Employer within both the commuting area and within the Wage and Investment Division or Small Business/Self-Employed Divisions.
 - (b) See Attachment A of this agreement for further guidance on available positions.
 2. Each impacted employee will be notified of all of the available positions within the Wage and Investment Division and the Small Business/Self-Employed Division within the commuting area for which the employee meets basic qualifications. The notice will include an explanation of the placement process, employees' rights and options, specific information on eligible position(s) (title, series, work schedule, grade, function and department), shifts, location (POD) of the position, and a point of contact. The notice will be delivered in person, or via certified mail if employee is unavailable.
 3. Within five (5) workdays of the receipt of the notice, impacted employees will indicate their preference for the position(s) offered by the Employer.
 4. Impacted employees will be placed in available positions in seniority order utilizing IRS EOD.
 5. Employees not placed will be placed utilizing the procedures in Subsection 2C below.
- C. Assignment of remaining employees
Remaining employees will be placed into permanent positions within the Wage and Investment Division or the Small Business/Self-Employed Division

within their POD. Any employee not placed in their POD will be placed within their commuting area in the Wage and Investment Division or the Small Business/Self-Employed Division. Placements within the POD and Commuting area will be accomplished utilizing inverse seniority order as described in Appendix B to this Article.

1. An employee assigned to a position by the Employer, at a different POD under Subsection 2C, will receive fifteen (15) workdays notice.

D. Transition employees

1. Employees not placed utilizing the procedures in Subsections 2A, B or C above will be designated as transition employees in accordance with the Guidelines for Workforce Transition dated June 22, 2000.
2. Transition employees will receive career counseling, provided meaningful interim work assignments and will be subject to placement into continuing positions consistent with the Guidelines for Workforce Transition dated June 22, 2000. Transition employees will receive the benefits as described in the Fiscal Year 2002 Workforce Transition Policy Memorandum dated October 17, 2001.
3.
 - (a) The Employer will review any continuing positions in the commuting area that remain available to determine whether any transition employees could be placed into positions within the same series, grade and work schedule, but on a different shift. If the Employer identifies such placement opportunities, it will notify all transition employees eligible for the positions.
 - (b) Eligible transition employees will be canvassed for their interest in such placements. Employees will have ten (10) workdays in which to respond. If more eligible transition employees volunteer than the number of available positions, placements will be made in IRS EOD seniority order. If insufficient eligible transition employees volunteer, placements will be made in inverse IRS EOD seniority order.
 - (c) The Employer will notify the transition employees who will be placed into continuing positions under 3(b) above, and those employees will be allowed sixty (60) days prior to being required to change shifts. During this time the employees will be allowed to pursue any other placement and transition options provided in the Guidelines for Workforce Transition, dated June 22, 2000.
 - (d) If the Employer identifies subsequent vacancies within the commuting area within the same series, grade and work schedule of remaining transition employees, but on a different shift, it will repeat the process described above.
 - (e) Notwithstanding the provisions of Article 23, Section 6 of the NORD/NC V Agreement, a transition employee placed into a continuing position on a different shift (e.g., day shift to night shift), will, upon request, be granted preference to return to a subsequent vacancy in the commuting area within their series, grade and work schedule, on their previous shift. This preference will extend for twelve

(12) months from the date of the placement. In the case of multiple requests from eligible transition employees, the procedures in Article 23, Subsection 6B1 of the NORD/NC V Agreement will be followed.

NOTE: See Appendix A for examples that illustrate the intent of the parties regarding the placement of employees.

E. Remaining Vacancies.

If there are any vacant positions remaining after completing the steps outlined in Subsections 2A, B, C and D, above, the positions will be filled in accordance with Article 4, Section 1, steps five (5) through seven (7), of the Restructuring Agreement.

F. Employee Appeals.

All employees will have an opportunity to request a review of the Employer's determination by filing a Form 12294A, Request for Review of Placement Determination. If the employee remains in disagreement with the result, the employee may file a grievance by utilizing the expedited grievance process described in Article 6 of the Restructuring Agreement.

APPENDIX A - PLACEMENT EXAMPLES

Below are some examples intended to be demonstrative and do not exclude the identification of other similarly situated employees.

A. Mapping of non-impacted employees

1. A Submission Processing employee in a Wage and Investment Center currently in an IMF unit.
2. A Compliance Services employee assigned to a program that is continuing to be staffed at the same level at their center.
3. An Accounts Management employee assigned to work (Toll Free) that is continuing at that site.
4. A Submission Processing employee at a Wage and Investment Center assigned to a BMF unit, where IMF and BMF units exist at their grade level, and where the change in work assignment to IMF work will not require additional duties.
5. A Compliance Services employee, such as ACS employee, who will continue to work a major portion of his or her current assignments even though some or their current work is moving (e.g. losing FERDI or DEFIA work).
6. An Accounts Management employee, who will continue to work a major portion of their current assignments, even though some of their work is moving (e.g., losing Practitioner Priority Services calls).

B. Opportunities for impacted employees to volunteer for positions.

1. Displaced Accounts Management and Compliance Services employees currently assigned to a unit that will be dissolved due to back-end program consolidation (e.g., POA/CAF, ACS Support, SSA Wage Discrepancy, etc.).

2. ACS employees in call sites no longer performing ACS CSR duties as a result of ACS site consolidation.
 3. Submission Processing employees in units that are dissolved or where a new position that meets the criteria for placement at step one is not available.
 4. Secretaries, support personnel and analysts who are displaced as a result of the reduction in layers of management.
- C. Assignment of remaining employees.
1. Employees who cannot be placed into continuing positions for which they volunteered due to their seniority ranking.
 2. Employees who opt not to volunteer for any available positions for which they qualify under Subsection B above.
- D. Transition employees.
Employees who could not be placed through steps A, B, or C.

APPENDIX B – VOLUNTEER/ASSIGNMENT PROCESS

- A. Remaining positions not filled through the mapping process will be filled using the following supplemental volunteer/assignment procedures in conjunction with Subsections 2B and 2C.
- B. Volunteers throughout the process will be placed using IRS EOD seniority order. Employees placed by management assignment will be placed in inverse IRS EOD seniority order.
- C. All placements will be based on an employee's current permanent position of record.
- D. To facilitate the volunteer and management assignment process, the following four (4) distinct steps must be followed in sequential order:
 1. Volunteer process – employees will first be allowed to volunteer for continuing positions within the commuting area that match their work schedule, grade, series and shift.
 2. Management Assignment – employees who could not be placed under step 1, or who opt not to volunteer, will be placed into remaining continuing positions within the commuting area that match their current work schedule, grade, series and shift.
 3. Volunteer Process – employees not placed under steps 1 or 2 will be allowed to volunteer for remaining continuing positions for which they qualify within the commuting area that match their current work schedule and grade, but which differ in series and/or shift from their current position.
 4. Management Process – employees not placed under steps 1, 2 or 3 will be assigned to remaining continuing positions within the commuting area that match their current work schedule and grade, but which differ in series.

Examples:

- Work Schedule – Full Time; Part-Time; Seasonal; Intermittent; etc.
- Grade – GS-5; WG-5, etc.
- Commuting Area – geographical area as defined by the Employer
- Series – 592; 962; etc.
- Shift – Day, Swing, Graveyard; etc.

ARTICLE 7 EMPLOYMENT

This Article contains general provisions that cover bargaining unit employees affected by the changes described in the Introduction to this agreement.

SECTION 1 - CAREER PATHS

- A. The parties recognize the importance of affording employees as many opportunities as possible to advance in their careers in the restructured organization.
- B. Details are recognized as a way to enhance the careers of IRS employees. To this end, the local parties are encouraged to make use of local forums, such as site councils or Ad Hoc Leadership Teams, to develop cross-functional approaches to facilitate the use of developmental details within the commuting area for eligible employees.
- C. The Employer is also committed to furthering the careers of employees by:
 - 1. Conducting regular career fairs and other career development events. To accomplish this, local representatives of NTEU, the Professional Development Centers, and the Wage and Investment and Small Business/Self-Employed Operating Divisions will meet within sixty (60) days of the date of this agreement to plan and schedule a career fair to take place within the next year. Other Divisions may be invited to attend at the discretion of the local parties.
 - 2. Making information on qualification requirements for positions available.
 - 3. Providing information and guidance on meeting the requirements of the competitive selection process (e.g. correctly completing an MPQ).
 - 4. Encouraging the establishment of Individual Development Plans (IDPs) consistent with Article 30, Subsection 2D of the NORD/NC V Agreement.
 - 5. Providing information to employees on the availability of career services, on-line training, computer-based training and e-learning courses offered by the Service.
 - 6. Encouraging employees to apply for funding through the Human Resources Investment Fund for training opportunities.
- D. Subject to the right to assign work, interested employees will be allowed a reasonable amount of administrative time to attend career fairs and other career development events conducted by the Employer.

SECTION 2 - GRADE LEVELS

Consistent with the Guidelines for Workforce Transition dated June 22, 2000, the Employer has determined that it will not initiate a reduction-in-grade action as a result of the implementation of center and call site restructuring.

SECTION 3 – EXCEPTED APPOINTMENTS

- A. Changes to work assignments, as a result of the implementation of center and call site restructuring, may impact employees on Excepted Appointments.
- B. The Employer acknowledges the obligation to address necessary adjustments to Employment Agreements and provide reasonable accommodations consistent with law, rule and regulation.
- C. Prior to changing working conditions, the Employer will notify NTEU at the appropriate level and bargain to the extent provided by law.

ARTICLE 8

CUSTOMER CONTACT CENTER OPTIMIZATION

The following Sections contain provisions related to the decisions by the Employer to transition workload as described in Paragraphs 5, 7, 8, 9 ,10 and 12 in the Introduction to this agreement.

SECTION 1 - GENERAL

- A. The Employer is committed to maintaining career paths for Accounts Management and Compliance Customer Service Representatives (CSRs). The Employer has determined that it will strive to maintain technical GS-9 and above positions (e.g. TRR, TSS, TLS, Lead CSR, etc.) at each center and call site. The Employer will provide local NTEU data on the current number of authorized technical GS-9 and above positions and the number of on-board employees in these occupations for each call site and center. The Employer will notify local NTEU when the number of technical GS-9 and above positions is projected to increase or decrease.
- B. The Employer recognizes the importance of providing work assignments commensurate with the grade and skill level of the employee.
- C. With the automation of certain Toll Free accounts work (i.e. refund inquiries), the parties anticipate that there will be a reduced demand for call screening. The Employer is committed to identifying and striving to maintain call site entry-level positions and identifying other entry-level workload and positions to maintain a career bridge to the CSR position.
- D. If there is a material change in the ongoing mix of paper and telephone work at a center or call site, as a result of the implementation of CCCO, the Employer will notify the local NTEU chapter(s), pursuant to Article 47, and at the request of the local NTEU chapter, the parties will bargain over the impact and implementation at the local level.

- E. The Employer will convene a joint workgroup to recommend tailoring relevant tools and resources to cell specializations and Business Operating Division work alignments (e.g., job aides, probe and response guides, etc.) needed to improve efficiency, quality and employee satisfaction.
- F. The parties recommend that the Wage and Investment and Small Business/Self-Employed Divisional National Partnering Councils (DNPCs) evaluate the impact of the CCCO changes on business measures, (such as level of access and quality of service), employee satisfaction, and customer satisfaction.

SECTION 2 - COMPETENCY ASSESSMENT BATTERY (CAB)

- A. As an initial pilot, the Competency Assessment Battery (CAB) will be administered to all ACS employees in St. Louis and Indianapolis. NTEU stewards will be given the opportunity to take the CAB. After the administration of the CAB, employees will be given a jointly-developed survey that assesses employees' own perceptions of their strengths and weaknesses on the topics assessed, and their perceptions of the quality, content, and process of administration of the CAB.
- B. The CAB will be administered in a proctored environment during work time. It will not be administered during read or meet time. NTEU may be present during administration of the CAB to observe the process.
- C. The CAB will be used exclusively for identification of training needs.
- D. Employees will take as much time to complete the CAB as they need. During the pilot, employees will take the CAB without any research tools. Employees will be asked for feedback on lack of research tools in the survey referenced in Subsection 2A above.
- E. Employees with disabilities will be accommodated so that the CAB can be administered simultaneously with other employees. The CAB will be rescheduled in make-up sessions to accommodate any employees on pre-scheduled leave, in other training, on detail, etc.
- F. Employees will be given all CAB modules for the application/cells that will be ultimately handled at each site.
- G. The Employer has determined that if the CAB identifies training needs for an employee, and that employee has not been trained in that area, the employee will not receive calls in that area until they receive that training, including OJT. However, if those training needs are in areas where the employee has previously received training, within the past six (6) months, the Employer will endeavor not to assign calls in that area without OJI assistance. The parties recognize that, during times of heavy telephone traffic, the employee may be assigned those calls. Employees will not receive negative evaluative feedback in an area until all training is complete.
- H. Assessments will be scanned and reviewed for accuracy. Employees will receive the results from the CAB within forty-eight (48) hours.
- I. Results of the CAB will be strictly confidential. The only individuals with access to the CAB results will be the employee, the Training Coordinator, and

the Strategic Human Resources representatives responsible for administering and furnishing CAB results. Consistent with Article 30, Subsection 2C, an employee's individual assessment may not be revealed to a line manager. The results of the CAB will not be retained in employees' files (i.e., EPF and drop files). In addition, the parties agree that CAB results and the identification of training needs will not be referenced in the context of a performance-related matter.

- J. The Employer will share the pilot results (not individual scores) of the CAB and of the survey with National and local NTEU within ten (10) days of the completion of each.
- K. Before the CAB is rolled-out beyond the pilot for ACS employees in St. Louis and Indianapolis, National NTEU will be fully briefed on any planned further use, and will have an opportunity to bargain.

SECTION 3 - ACS CONSOLIDATION

- A. During implementation, the Employer will conduct monthly briefings with NTEU, if requested, at the four (4) consolidated sites.
- B. NTEU reserves the right to bargain locally, to the extent provided by law, over any changes in working conditions related to the consolidation of the ACS program that are not explicitly addressed by this agreement.
- C. The Employer has determined that ACS employees at the four (4) consolidated sites will receive training on customer service techniques to assist in the transition from a collection approach to a customer service approach.
- D. ACS employees at the consolidated sites will receive the IDRS and tax law training appropriate to the cells assigned to the site. The Employer will ensure that ACS employees are provided training on all such cells as expeditiously as possible. Local site teams will develop specific timeframes to meet this objective. This training schedule is designed to ensure that ACS employees at the consolidated sites will be able to compete for opportunities such as team leaders, instructors, OJI, etc.
- E. The Employer has determined that former ACS employees at the four (4) consolidated sites, who lose night differential as a result of consolidation, will receive priority for any newly established Toll Free tour of duty that includes night differential.
 - 1. The tours of duty will be offered in seniority order, utilizing IRS EOD, to qualified former ACS employees.
 - 2. Former ACS employees may request shift changes consistent Article 23, Section 6 of the NORD/NC V Agreement.
- F. If additional staffing is required at sites gaining ACS work, the Employer has determined that qualified employees will be asked to volunteer for ACS work. If too many qualified employees volunteer than needed, selections will be made utilizing the earliest IRS EOD. If an insufficient number of qualified employees volunteer, the Employer consistent with Article 13 of NORD/NC 5 agreement, will competitively select employees to fill staffing needs due to the

increase in ACS workload. The Employer reserves the right to limit the number of positions filled by volunteers if such a limit is needed to ensure sufficient skills remain in the Toll Free operation.

- G. The Employer has determined that any employee losing ACS work due to ACS consolidation will be offered the opportunity to relocate and be realigned to a vacant position in the job the employee is currently performing (e.g., ACS CSR in St. Louis willing to move to Nashville). No moving expenses are authorized in such circumstances.
- H. The parties recognize that the Employer has implemented training in Indianapolis and has asserted a need to begin training in St. Louis prior to January 1, 2002. The Employer has determined that the following will occur at the St. Louis and Indianapolis Call Sites:
 - 1. Classroom and on-the-job training will be provided.
 - 2. Training will be provided on basic procedural changes and additional training may be provided on subjects that are directed by the results of the CAB.
 - 3. Should the results of local implementation activities (i.e., local bargaining, formal meetings, administration of the placement process, etc.) require changes in areas impacted by the implementation of training (e.g., training on procedural changes or due to the placement process) adjustments shall be made to implement such changes.
- I. The Employer has determined that the following steps will be followed at the St. Louis Call Site:
 - 1. The CAB will be administered as soon as possible, with the week of November 5, 2001, as a target date.
 - 2. Following the administration of the CAB instrument, the planned forty (40) hour training session will be conducted.
 - 3. The CAB results will be used to determine long term training needs.
 - 4. ACS employees will begin handling Toll Free calls on December 3, 2001.
- J. The Employer has determined that the following steps will be followed at the Indianapolis Call Site:
 - 1. Allow the training already started to continue through conclusion.
 - 2. Administer the CAB instrument following the training described in Subsection J1, but prior to December 3, 2001.
 - 3. ACS employees will begin handling Toll Free calls on December 3, 2001.
- K. Any local negotiations needed at the Indianapolis and St. Louis Call Sites will be completed by December 3, 2001.

SECTION 4 – SPECIALIZED TELEPHONE CELLS

- A. The Employer has determined that employees will be assigned to cells based upon the skill level of the employee and projected workload demand. However, prior to making assignments to particular applications/cells, the Employer will solicit from employees their preferences and interests in working the particular application/cell.

- B. Employees will be given sufficient information relative to the application(s)/cell(s) at issue to allow them to make an informed choice.
- C. Employees will be selected for the application/cell based on IRS EOD, in the absence of a local agreement providing another method of selection. In the event there are more volunteers than assignments, employees will be selected for the assignments by earliest IRS EOD.
- D. Current employees will be solicited for available training on particular subjects/applications prior to designating new hires to receive such training.

SECTION 5 – ACS WORKLOAD SPECIALIZATION

- A. Centralization of workload specialties
 - 1. The Employer has determined that employees located at the call sites, who previously handled the calls described in Paragraph 9, in the Introduction to this agreement, will be assigned other ACS workload.
 - 2. At the sites handling FERDI and Defaulted Installment Agreements, all employees in the ACS Operation assigned the calls will be trained.
 - 3. During implementation, the Employer will conduct monthly briefings with NTEU, if requested, at the consolidated sites.
 - 4. NTEU reserves the right to bargain locally, to the extent provided by law, over any changes in working conditions related to the ACS workload specialization that are not explicitly addressed by this agreement.

SECTION 6 – PRACTITIONER PRIORITY SERVICES

- A. Employees at the consolidated sites will be assigned to the Practitioner calls utilizing the following procedures:
 - 1. The Employer will solicit volunteers from qualified employees to handle the Practitioner calls.
 - 2. Opportunities will be offered to the identified employees in seniority order (IRS EOD).
 - 3. If an insufficient number of employees volunteer, the Practitioner calls will be assigned in inverse seniority (IRS EOD) order.
 - 4. One-third (1/3) of the selectees will be placed on a one (1) year rotational assignment to Practitioner Priority Services.
 - 5. Upon completion of the one (1) year assignment, the employee will return to other Toll Free workload, but be retained as back up for Practitioner Priority Services.
 - 6. The Employer will select volunteers annually under Subsections 4A1, 2, 3 and 4 above to replace the employees whose rotational assignment has expired.
 - 7. Additional employees will also be selected in this process to provide back-up for Practitioner Priority Services.
- B. The Employer has determined that any residual work will be completed at the losing sites following consolidation.

- C. During implementation, the Employer will conduct, at NTEU's request, monthly briefings with the local chapter(s) at each site a program is consolidated.
- D. The Union reserves the right to bargain locally, to the extent provided by law, over any changes in working conditions related to the consolidation of the Practitioner Line that are not explicitly addressed in this agreement. Local negotiations will be conducted consistent with Article 47 of the NORD/NC V Agreement.
- E. The Employer has determined that no employee currently handling Practitioner calls at sites losing this work will be adversely impacted by implementation of the Practitioner Priority Services (e.g., no job loss, downgrade, involuntary shift change or loss of AWS).
- F. The parties agree that the Practitioner Priority Services work, and employees assigned such work, are subject to the applicable terms of the "Customer Service Filing Season Agreement," dated July 29, 1999.
- G. By October 29, 2001, the Employer will supply information requested by NTEU at the National level related to the sites losing Practitioner Priority Services workload.
- H. Negotiations, including impasse procedures, over the impact and implementation of the Employer's decision to discontinue Practitioner Priority Services at the losing sites will be completed by November 28, 2001.

SECTION 7 - TAXPAYER ADVOCATE TOLL FREE SERVICES TRANSITION

- A. The local parties at the Baltimore and Pittsburgh Call Sites are authorized to negotiate over matters related to the determination by the Employer, described in Paragraph 5 in the Introduction to this agreement, to move Taxpayer Advocate calls from the Pittsburgh Toll Free Site to the Baltimore Toll Free Site.
- B. The local negotiations will be subject to the following provisions:
 - 1. Local agreements may not conflict with any National agreements.
 - 2. Local negotiations will be conducted consistent with Article 47 of the NORD/NC V Agreement.
 - 3. Local negotiations, including impasse procedures, must be completed by November 1, 2001.
 - 4. All local agreements negotiated pursuant to Article 47 of the NORD/NC V Agreement will be subject to agency head review pursuant to 5 U.S.C. § 7114(c).
- C. Subject to the right to assign work, no involuntary changes in tours of duty will result at the Baltimore and Pittsburgh Call Sites due to this change.

ARTICLE 9 DURATION AND EFFECT

SECTION 1 – DURATION

- A. This agreement will become effective thirty-one (31) calendar days following its execution, or upon agency head approval by the Department of Treasury, whichever occurs first. This agreement will remain in effect until the expiration of the NORD/NC V Agreement.
- B. The parties mutually agree that this agreement may be supplemented to cover additional changes needed to successfully complete the implementation of center and call site restructuring.


SECTION 2 - EFFECT

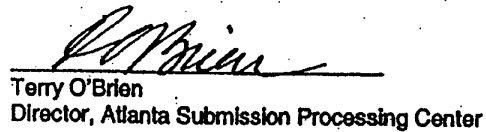
- A. The parties agree that with the completion of bargaining, consistent with Article 3, Subsection 3B of the Restructuring Agreement, the status quo provisions of the Restructuring Agreement will no longer apply to the Wage and Investment Division and Small Business/Self-Employed Division Centers.
- B. The parties agree that upon the termination of status quo, the working conditions established at that time will continue in the future unless changed consistent with;
 - 1. Article 47 of the NORD/NC V Agreement;
 - 2. the provisions of Article 9, Subsection 1B of this agreement; or
 - 3. in accordance with applicable law, rule and regulation.

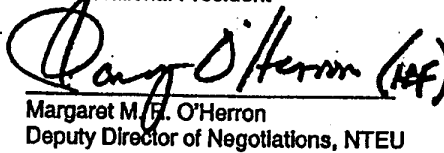
SECTION 3 - EXISTING LOCAL MEMORANDUMS OF UNDERSTANDING (MOUs) AND LOCAL AGREEMENTS

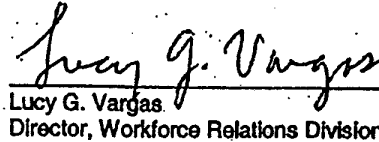
- A. All local agreements, MOUs, policies and practices, in effect on the effective date of this agreement will continue in effect for the term of this agreement or the expiration of the NORD/NC V Agreement.
- B. The parties agree that in any situation where there is a conflict between the specific wording of this agreement and any local agreement, policy, practice or MOU, described in Subsection 3A above, the terms and conditions of this agreement will control.
- C. All local agreements negotiated pursuant to Article 47 of the NORD/NC V Agreement will be subject to agency head review pursuant to 5 U.S.C. § 7114(c).

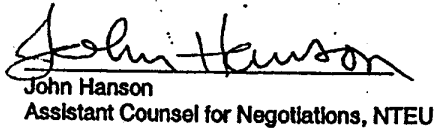
This agreement is entered into on October 31, 2001, at Washington, D.C.


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NTEU National President


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Director, Atlanta Submission Processing Center


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