

Highlights of Significant Changes

NORD/NC V

During the last six months the IRS and NTEU have engaged in the negotiation of the NORD/NC V master agreements. The parties worked diligently and constructively to resolve the hundreds of issues presented in the bargaining and the many differences between them. However, the negotiations resulted in a bargaining impasse and, in accordance with the NORD/NC V ground rules, the assistance of a third party impasse neutral was employed. Following a mediation phase and a fact-finding hearing, the Impasse Neutral issued a "Report and Recommendation" on February 23, 1998.

With the receipt of the Report and Recommendation, the negotiations around NORD/NC V have been completed. Following is a listing, by article, of the major changes that are the product of the bargaining. All changes are reflective of both NORD and NC Agreements except as provided. Language that is [bracketed] was recommended by the Impasse Neutral.

Article 1 - Coverage

- No substantive changes were made to this Article.
- NTEU will file a unit clarification appeal to move the Martinsburg and Detroit Computing Centers under the NORD agreement.

Article 2 - Precedence of Law and Regulation

- This Article was rolled over.

Article 3 - Employer Rights

- This Article was rolled over.

Article 4 - Protections Against Prohibited Personnel Practices

- No substantive changes were made to this Article.

Article 5 - Employee Rights

- First-line manager or designee will advise employees of their representational rights prior to reporting to Inspection for an interview.
- Miranda Rights will be given in a custodial interview regarding possible criminal conduct.
- Different rights will be given in a non-custodial interview involving possible criminal conduct.
- The Privacy Act principle was codified so that information regarding an employee should, to the extent practicable, be gathered directly from the employee.
- Provision was made for Union attendance, upon request, at "last rites" meetings.

Article 6 - Outside Employment

- No substantive changes were made to this Article.

Article 7 - Personnel Records

- A process and time frames were established for providing employees access to their Official Personnel Folder (OPF). Sanctions for failing to provide the OPF were also established.

Article 8 - Union Rights

- Provision was added for NTEU to receive quarterly budget briefings, budgetary documents, and access to the on-line viewing of financial data.

Article 9 - Stewards and Official Time

- NTEU may appoint up to two (2) stewards who are IRS retirees.
- Provision was made to codify NTEU's statutory rights regarding representational coverage for NTEU Chapters (Geographical representation).
- Official/Bank Time will be reported on Form 3081.
- In a Memorandum of Understanding (MOU), NTEU confirmed that stewards must report their use of official/bank time.
- In an MOU, the IRS provided clarification surrounding the scheduling of labor/management activities during peak times in Customer Service Sites.

Article 10 - Dues Withholding

- Several technical corrections were made to this Article addressing the information that the employer provides to the Union.
- Provision was made for the automatic transfer of dues withholding from one chapter to another upon the transfer or reassignment of BU employees.
- The SF 1187T, Request for Transfer of Payroll Deduction, has been abolished by NTEU.
- In an MOU, NTEU clearly states its commitment to timely initiating and submitting SF-1188's, terminating dues withholding. NTEU states its commitment to train stewards and to initial and return SF-1188's to members within reasonable periods of time, e.g., three (3) workdays.

Article 11 - Facilities

- [The Union will be provided with a computer and any related equipment to enable the Union to make full use of the electronic mail system.]
- [Access to electronic mail was granted to National NTEU and all chapter presidents. NTEU's use is for representational purposes. Further, NTEU's use is subject to applicable rules and regulations and the provisions of Article 11, Section 4E].

Article 12 - Performance Appraisal System

- [To secure a scored appraisal, Union representatives must work a minimum of 120 hours of work during the evaluation year.]
- [Changes in numerical standards will not take effect until bargaining is completed. (NC)]

Article 13 - Promotion/Other Competitive Actions

- Provision was made for the electronic transmission of vacancy announcements.

Article 14 - Release/Recall Procedures

- Provision was made to provide the local parties with the ability to jointly agree on a division-wide release or recall within the commuting area. (NORD)
- New language clarified the procedures for assigning skill codes. Employees new to a functional area must successfully complete training and the TEPS learning curve to be assigned a skill code. In subsequent years, employees must successfully complete refresher training to retain the skill code. If management fails to provide training, the employee will be presumed to possess the skill code(s) assigned to other employees in the branch holding identical positions. (NORD and NC) Note: In NORD the TEPS learning curve is not applicable.
- Throughout Article 14, enter on duty (EOD) date is now used for seniority determinations and as the first tie breaker on the release/recall list. Service computation date (SCD) and social security numbers were established as the second and third tie breaker on the release/recall list. (NORD and NC)
- For employees without annual appraisals, an ad hoc appraisal for release and recall purposes only may be prepared if the employee meets the minimum appraisal period (60 days). (NC)
- The table for assigning seniority points was simplified and the number of points awarded were redistributed and increased or decreased in some cases. (NC)
- The table used to award seniority points was frozen for the term of the Contract. At the national level, the parties may jointly agree to open the table for discussion during the NC V Mid-Term negotiations. (NC)

- The Service committed to increasing the number of employees on measured performance plans receiving measured ratings. The results will be measured one year after the effective date of the NC V Contract. If a center does not measure at least 66 percent of the employees on measured plans, NTEU will be allowed to open negotiations in that center. The negotiations will be limited to changing the parts of the TEPS agreement that prevent employees from being measured. (NC)

Article 15 - Reassignments and Voluntary Relocations

- [A procedure was established to provide for making reassignments within a POD, between POD's within the commuting area and between POD's outside the commuting area. This procedure allows for the use of specialized skills in identifying impacted employees. The procedure further provides for expedited negotiations for reassignments between PODs. Negotiations are not necessary for reassignments within a POD.]
- [For the purpose of reassignments, movement outside the "commuting area" triggers an employee's entitlement to moving expenses. Local "commuting areas" are defined in the Internal Revenue Service Commuting Area document dated May 7, 1997. In an MOU, the local parties are authorized to review and comment upon the accuracy of the determination.]
- Enter on duty (EOD) date will now be used to make seniority determinations.
- [The time frame for an employee to return to a reestablished position was increased from one year to five years, with a reversion to two years after July 2001.]
- Absent budgetary limitations, a Part-Time Career Act employee who previously worked a full-time schedule will be returned, upon request, to a full-time schedule.

Article 16 - Details

- Provision was made to incorporate the higher-graded duties' settlement standard into the contract.
- For details of more than 60 consecutive days, the Employer will solicit throughout the appointing office. (NORD)
- [For details of more than 60 consecutive days, the Employer will solicit volunteers from all employees who possess the necessary skills. The local parties may negotiate a precise plan to expedite bidding on details. (NC)]

Article 17 - Acceptable Level of Competence Determinations

- The determination period was reduced from 90 days to 60 days.

Article 18 - Awards

- [The budgeting allocation for bargaining unit performance awards must be equivalent to the highest non-bargaining unit allocation.]
- [The comparative difference between the bargaining unit and non-bargaining unit pool must be restored to the 1996 fact finder's recommendation adopted by the Employer during the NORD/NC Mid-Term Bargaining.]
- [The practice was continued providing for local negotiations over award criteria and amount.]

Article 19 - Reduction in Force

- Provisions were established to expedite notification and bargaining in the case of RIF.

Article 20 - Priority Placement Plan

- Several technical corrections were made to this article regarding employee options.
- The area of consideration was changed from appointing office to commuting area.

Article 21 - Retirement

- No substantive changes were made to this Article.

Article 22 - Work Schedules

- No substantive changes were made to this Article.

Article 23 - Hours of Work

- The Employer will solicit volunteers for changes in shifts.

- [In order for an employee to be eligible for AWS, the employee must be "fully successful" or higher.]
- [Employees may not start work more than one hour prior to the availability of equipment, the beginning of scheduled work processes or before a taxpayer may be legally contacted.]
- [Employees in positions involving public contact may begin work no earlier than 7:00 a.m., in most cases. This covers Revenue Officers (field going), Tax Auditors, Revenue Agents (CEP) and Revenue Agents (field going). There is a six-month grand fathering of the present practice. (NORD)]

Article 24 - Overtime

- Local discussions with affected chapters should occur regarding the equitable distribution of overtime.
- Overtime should not be required in cases of extreme hardship or health impairment.

Article 25 - Workload Management

- No substantive changes were made to this Article.
- In an MOU, the Agency addresses the implementation of the Revenue Officer Work System Redesign Project in six (6) offices by March 1999. Mid-term negotiations are to proceed in March 1998 to attempt to develop criteria for implementation.

Article 26 - Position Classification

- In cases of grade level disputes, the Employer will provide a list of contrasting duties.

Article 27 - Health and Safety

- [If health facilities are available on the premises, the Employer will participate so IRS employees may avail themselves of the services. The Employer need not create a health facility if one does not exist.]
- [The Parties will conduct an inventory study of equipment and furniture. This will include the development of a roll out schedule for furniture. Subject to budget limitations, four way adjustable chairs, adjustable keyboards, and wrist rests will be provided by October 1999.]
- [The Employer's intention to fully provide for a smoke-free workplace was recognized, in accordance with the President's Executive Order. Impact and implementation bargaining must take place.]
- Local union chapters will be advised of a bomb threat as soon as possible.

Article 28 - Notices to Employees

- A technical change was made to language concerning the Rules of Conduct.

Article 29 - Travel

- Provision was made to allow travel advances to the maximum allowed by law, rule, or regulation.
- Provision was made for M & IE to be computed at a flat 3/4 of the applicable M & IE for partial day travel.
- Per diem is not available for travel of 12 hours or less.
- [Public transportation subsidies were expanded to cover all locations that the EPA rates as having any significant air pollution problem and at the maximum rate allowed by law. Further, any employee who lost subsidized parking within the last three years will also be given the subsidy. The subsidy must not be in a form readily convertible to cash.]

Article 30 - Training

- Provision was made that re-emphasized that self-development is the responsibility of the employee.
- The Performance Development System will be continued.
- Training Advisory Committees were abolished. (NORD)

Article 31 - Miscellaneous Provisions

- No substantive changes were made to this Article.

Article 32 - Annual Leave

- No substantive changes were made to this Article.

Article 33 - Family Leave

- No substantive changes were made to this Article.

Article 34 - Sick Leave

- Provision was made to extend coverage to include bereavement for a close relative or equivalent.
- Employees may provide medical information to medically certified Employer representatives.
- Provision was made to require that an employee have a serious disability or ailment to qualify for advanced sick leave.
- Provision was made for limiting the availability of advanced sick leave for probationary employees.

Article 35 - Leaves of Absence

- No substantive changes were made to this Article.

Article 36 - Administrative Leave

- Administrative leave for recuperation must be taken immediately following the blood donation.

Article 37 - Probationary Employees

- No change was made to this Article.

Article 38 - Disciplinary Actions

- The Alternative Discipline Agreement was incorporated into the Article.
- The amount of information provided to employees from an investigative report was expanded, if discipline is based on the investigative report. This same provision was adopted in Article 39.
- All suspensions up to 14 calendar days will be grieved to the last step and will be subject to a stay, if requested. Previous provisions treated suspensions between 11 and 14 calendar days differently.
- A quarterly report will be prepared and provided to local and national NTEU, extracted from the ALERTS database. This report will provide for cross-referencing to disciplinary action letters provided to NTEU.

Article 39 - Adverse Actions

- Language was added that emphasizes the use of progressive discipline.
- A quarterly report will be prepared and provided to local and national NTEU, extracted from the ALERTS database. This report will provide for cross-referencing to adverse action letters provided to NTEU.
- In an MOU, the parties committed to discussing methods and practices that may be utilized to expedite the scheduling and holding of arbitration hearings.

Article 40 - Unacceptable Performance

- No substantive changes were made to this Article.

Article 41 - Employee Grievance Procedure

- Provision was made to ensure that both parties to an informal meeting are aware of whether the meeting concerned a grievance.
- In an MOU, the parties agreed to establish a Grievance Resolution Committee to study methods of improving and expediting the grievance process and an Information Request Committee to study effective ways of dealing with information requests.

Article 42 - Institutional Grievance Process

- The institutional grievance must be filed with the appropriate head of office rather than the Personnel Officer and the process was reduced to one step.

Article 43 - Arbitration

- All disciplinary suspensions up to 14 days will be handled through the expedited arbitration process.
- Transcripts are only mandated in conventional arbitration cases involving adverse action, unacceptable performance, civil rights complaints, or unfair labor practices.

Article 44 - Attorney Fees

- No substantive changes were made to this Article.

Article 45 - Diversity and Equal Employment Opportunity Committee

- EEO Annual Affirmative Employment Plans will be shared with the DEEO Advisory Committee for input and comment before the document is finalized.
- In an MOU, three issues will be raised with the co-chairs of the IRS/National Diversity and EEO Committee. Those issues involve local committee participation in the development of or changes to the EEO Affirmative Employment Plan, Union involvement in any changes or reports on the Affirmative Employment Plan, and the creation of a report that provides information on various protected classes and how they fared in certain personnel decision areas (i.e., competitive promotions, cash awards, HQIs, etc.).

Article 46 - Labor-Management Relations Committees

- This Article was rolled over.

Article 47 - Mid-Term Bargaining

- Time frames were set for the initiation of local mid-term bargaining in the default procedure.
- The local default bargaining process regarding notification, briefings, and bargaining was clarified.
- A reopener for local bargaining ground rules was provided.
- Clarification surrounding union official's travel approval and filing requirements was provided.
- Local bargaining over alternatives to face-to-face meetings for representational purposes was provided.

Article 48 - Furlough Due to Lapse in Appropriations/Debt Ceiling Limitations

- No substantive changes were made to this Article.

Article 49 - Transfer of Function

- This is a new Article outlining the regulations relating to a Transfer of Function. It contains the regulatory requirements and notice to NTEU.

Article 50 - Flexiplace

- Provision was made for space reduction at a 3 to 1 rate for all employees on traditional flexiplace.
- Provision was made for consistent guidelines for qualification and continued participation in the flexiplace program.
- Provision was made to identify the positions eligible for the flexiplace program.
- Management and employee responsibilities were clarified and a standard flexiplace work agreement was developed.
- Basic equipment needs were established for flexiplace participants. [Each employee who works traditional flexiplace may use their assigned IRS computer at the employee's alternate site. A phone, line and portable computer will be provided subject to a case-by-case cost benefit analysis.]

Article 51 - Career Transition Assistance Program

- This is a new Article outlining the regulations relating to the Career Transition Assistance Program. This Article contains information related to announcing positions, defining well-qualified, selection priority, and career assistance.
- NTEU will be provided with fourteen days advance notice of the issuance of any CTAP letters.
- [CTAP eligible employees will not lose their CTAP eligibility if they decline a position for which they applied and were rated as well-qualified.]
- [Bargaining unit CTAP eligible employees will be selected for any unit CTAP vacancy before a non-bargaining unit CTAP eligible employee.]
- [Selective placement factors may be used in determining if an employee is well-qualified.]