

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE INTERNAL REVENUE SERVICE
AND NTEU CHAPTER 73
REGARDING THE MOVE OF
CENTRALIZED LIEN PROCESSING
TEAMS 106 AND 107 TO MID SHIFT**

INTRODUCTION

Centralized Lien Operations (CLO) is responsible for both toll-free telephone duties and a variety of paper tasks that have very short processing time frames (five business days or less) due to regulatory requirements in the IRC and to ensure the timely protection of the government's financial interests.

BACKGROUND

Statistics show that the peak phone volume hours for CLO are 11:00 am - 4:30 pm daily. Based on the required staffing charts provided by Joint Operations Center (JOC) staff, CLO is operating with a deficit of staffing between the hours of 3:30 pm - 5:00 pm. Because of the insufficient staffing, our customers must remain on hold longer and we continue to struggle to meet our Level of Service (LOS) of 70%.

CHANGE

In order to reduce wait time, increase LOS, decrease staffing deficiencies and optimize business results. Employees currently working the swing shift will move to a mid shift Tour of Duty (TOD). Bringing the swing shift employees to a "mid-shift" would help level the numbers of hours each TE employee must work the toll-free line and also cover the shortages of staffing in the mid-afternoon. It would also increase of LOS to our customers.

The parties have negotiated the following and Management has determined that;

1. All clerks will have the option of selecting a day shift TOD or mid shift (TOD) beginning as early as 10:30 a.m. and as late as 2 p.m.
2. Tax Examining Technicians will be permitted to choose from TOD's beginning as early as 10:30 a.m. and as late as 2 p.m. All employees TOD will end by 10:30 p.m.
3. Employees will begin working a mid shift tour of duty effective, May 15, 2016.

4. At least ten (10) workdays prior to the implementation of this agreement, The Employer will hold formal meetings, for all impacted employees to announce this MOU pursuant to 5 U.S.C. 7114(a)(2)(A) AND Article 8 of the parties 2016 National Agreement. At these formal meetings, the Employer will explain the reason for the implementation of this initiative and answer any questions. Unanswered questions regarding this initiative will be noted and answered in writing within ten (10) workdays via electronic mail, to all impacted employees. The Union's official group code of ctr.cov.cirsc.nteu.73.covington@irs.gov, NTEU will be included in all responses to questions regarding this initiative. If an impacted employee submits a question later, that pertains to this initiative; all impacted employees including the union will receive a reply.
5. Employees will retain their current workstation, computer, telephone number.
6. In accordance with legal requirements and Article 27 of the parties 2016 National Agreement, the provisions of such will apply to any employees with and or seeking a reasonable accommodation during this initiative. All employees who are currently being accommodated will not have their accommodations changed based on this initiative.
7. The provisions of Article 15 of the parties 2016 National Agreement will apply to all hardship requests except those regarding the Alternate Work Schedules (AWS) which will be worked under Article 23 of the parties 2016 National Agreement.
8. As a result of this initiative there will be no impact to the employees approved leave. If management needs to make changes to employees approved leave including vacation requests, the Employer will follow procedures in the parties 2016 National Agreement.
9. The Employer currently has no restrictions on the number of employees who request to work AWS/Compressed Work Schedule (CWS) or request a Regular Day Off (RDO). Later, if the Employer needs to put restrictions on these due to workload considerations the Employer will follow procedures outlined in Article 23 Section 7.
10. The employees currently on flexible work schedules, AWS or CWS will be permitted to remain on their current work schedule i.e. 5/4/9 or 4/10.
11. The Employer has determined that as a result of this initiative the employees Tour of Duty (TOD) will not be changed on a frequent basis.

12. The Employer will share staffing surplus and deficits by application with NTEU Chapter 73 within fifteen (15) workdays of the Employer receiving the final schedule plans.
13. If the Employer plans to involuntarily change the employees TOD, the Employer will develop TOD's reflective of the staffing plan and will share the TOD's with NTEU Chapter 73 within fifteen (15) workdays of each planning period.
14. Consistent with the 2016 NA, the employer will consider using overtime or compensatory time, as appropriate to meet temporary staffing shortages.
15. Subject to staffing requirements and the applicable provisions of the 2016 NA, the employer will solicit requests for employees on part time work schedules to increase their hours covering any and all portions of the hours with a staffing shortage.
16. The Employer will consider TOD hardship requests on a case by case basis and will approve such requests to the extent permitted by workload. Such requests may include swapping temporary TOD with another equally qualified employee as described in Subsection 12. Upon request, the Employer will provide the NTEU Chapter 73 with a list of approved and denied hardships requests.
17. Employees may solicit during off duty time, other employees to take an involuntary TOD change (up to eight weeks) on their behalf. The employee who agrees to take the TOD on behalf of another must notify the Employer of this intent. If the employer determines that the employee who is volunteering to take the TOD is qualified to perform the work, the Employer will authorize the change. If the change is authorized, the employer will consider that the involuntary TOD period as met by the employees who solicited for the swap. In addition, the employees who agree to take the TOD on behalf of another employee may still be required to accept an involuntary change in TOD (for up to an additional eight weeks) during the calendar year, based on their own EOD.
18. The employer will consider allowing employees to work outside the normal telephone hours of operation (e.g. process paper documents for a portion of the work day)
19. A list of the employees currently in Teams 106 and 107, moved as a result of this initiative will be maintained by management. If the swing shift is reestablished they will be given the option to return to that shift prior to the posting of any vacancy announcements.

20. FMLA requests for employees whose TOD is being changed will be considered as expeditiously as possible.
21. Six (6) months after the implementation of the new TOD, IRS will reevaluate whether the need for the TOD continues.
22. All previously approved leave requests for Dr. appointments will be honored. Employees who submit documentation of scheduled Dr. Appointments within 30 days of implementation will also have those requests honored. Employees will not be asked to change previously made doctor's appointments as a result of this move.
23. If either party becomes aware of unanticipated problems that arise following the implementation of this initiative, the Employer or NTEU will inform the other, and the parties will meet to discuss and attempt to resolve problems as soon as possible.
24. The Employer does not anticipate any adverse impact as a result of this initiative, aside from that which is addressed herein. However, if either Party identifies adverse impact at some point in the future, which is not covered by this MOU, the Employer or NTEU will inform the other and the Parties will discuss the resolution of such issues as soon as possible and negotiate to the extent provisions of Article 47.
25. The Parties may mutually agree to reopen this agreement at any time after twelve (12) months from the date on which it becomes effective.
26. The MOU will become effective upon Agency head review or on the thirty-one (31) days after the date of execution, whichever is first and termination date will be concurrent with 2016 unless extended by the parties pursuant to the language of the successor agreement to 2016 NA.
27. In the event of disapproval, the Union will have the option of renegotiating the entire disapproved agreement or the disapproved portion of the agreement, provided the parties have not agreed otherwise. The Union will respond to the agency requesting to renegotiate within twenty-one (21) days of notice of disapproval.

For NTEU:

Ricky D Riley

Ricky D. Riley
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For IRS:

Walter B. Bailey
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