



March 7, 2001

Lucy G. Vargas
Director of Workforce Relations
Internal Revenue Service
1111 Constitution Avenue, NW
Washington, DC 20224

Dear Ms. Vargas:

Last fall, the parties agreed to institute a moratorium on filing and appealing grievances to: 1) provide time to identify appropriate officials who would have responsibility for resolving workplace disputes; and, 2) conduct training on changes made in the contract as a result of the Crosswalk Agreement. Since a sufficient amount of time has passed, I recommend that the moratorium only remain in place for an additional week, so that effective March 19, 2001, the parties would be obligated to comply with all contractually negotiated time frames. Please sign in the space provided below to indicate your concurrence, and return a copy to me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Michael B. Filler".

Michael B. Filler
Director of Negotiations

A handwritten signature in cursive script, appearing to read "Lucy G. Vargas".
Lucy G. Vargas

cc: Colleen M. Kelley

**IRS/NTEU
QUESTIONS AND ANSWERS
REGARDING
CROSSWALK AGREEMENT**

GRIEVANCES:

Q-1: It appears that the procedures outlined in the Restructuring Agreement regarding grievances conflict with the Crosswalk Letter of Understanding and the NORD/NC V Midterm LOU. Which provisions apply?

A-1: The Restructuring Agreement envisioned that, as the IRS transitioned from the old organization to the new structure, a portion of the old structure would remain in place to handle existing grievances of the "old" organization. Since the IRS has stood up now and none of the previous structure is left, the new organization will have to process all grievances even if the disputes relate to the "old" organization.

Q-2: Is an employee still entitled to a face-to-face grievance hearing?

A-2: Employees still have a right to a face-to-face meeting. However, given the new configuration, the parties have recognized alternatives, such as telephone or video conferencing if mutually agreed to by management, NTEU and/or the grievant.

Q-3: Does a SCR have the authority to settle grievances?

A-3: Each business unit has designated representatives for each step of the grievance process. There could be an instance when an SCR may be designated to hear a grievance on behalf of a business unit which he/she is not a part of. In such an instance, the SCR would need to coordinate any response or remedy with the impacted function.

BARGAINING:

Q-4: If a territory manager wants to make changes in conditions of employment to groups in his territory, does he serve notice on his chapter president or the SCR?

A-4: The matter should be coordinated with the HR Director, who has responsibility for notifying the affected NTEU chapter(s).

Q-5: If I am a territory manager, how far up the chain should I go and who makes the decision on work changes I wish to make in my group?

A-5: Changes, such as the use of a sign-out sheet, can effect the entire division. Local management should elevate the proposed change through the chain of command within the division before notifying the union.

Q-6: Do the embedded HR Directors have a list of chapter presidents to serve notice?

A-6: Colleen Kelley will be creating a list to share with the agency. This list will be sorted on a division/functional and state-by-state basis.

Q-7: If a space change is necessary within a center, who is responsible for serving notice?

A-7: If the issue is specific to one directorship within a center, that director has the responsibility. If the issue involves entire campus, the Submission Processing Director should provide notice to NTEU. All affected local chapters are entitled to be notified of the change.

Q-8: An Area Director with employees in nine locations wants to make a change impacting nine people in multiple states. How should this be handled?

A-8: Because the impact is on more than one SCR area, notification to National NTEU should be coordinated by the Office of Workforce Relations.

Q-9: Who is responsible for addressing issues with call site employees?

A-9: If the issue involves only the call-site employees (and does NOT involve other contiguous employees working for other divisions), the Director of Customer Accounts would handle this with the call-site NTEU chapter. If the issue involves multi-division employees (co-located with call-site employees), it is an SCR issue. In all such situations, coordination between SCR and other impacted Directors should occur. Any questions on how to proceed should be directed to the Office of Workforce Relations.

Q-10: When management is in a multi-chapter bargaining situation, if only one chapter requests a briefing can the other impacted chapters attend?

A-10: Upon proper notification of a proposed change, NTEU must inform management if it wishes a briefing or to negotiate. Under the contract, "The union team at the briefing may include one representative from each chapter that has requested a briefing."

Q-11: To what extent does this agreement address the issues of dealing with multiple chapters?

A-11: In many respects, there is no change since management will still be required to provide proper notification of changes to all impacted chapters, who should consolidate proposals for bargaining purposes.

Q-12: Will there be any local impact and implementation bargaining resulting from national agreements?

A-12: Since the legal certification of recognition under federal law is at the national level, National NTEU and the Office of Workforce Relations are the designated parties to enter into negotiations. The agreements reached at that level must expressly state what, if any, local negotiations are expected to take place, unless already provided for in the master agreement .

Q-13: Will the Office of Workforce Relations require that all quarterly notices come to OWR through the appropriate embedded HR Director or will this be a Division/Business Unit decision?

A-13: National/Service-wide notice items are served quarterly to National NTEU and will be handled through the Office of Workforce Relations. Local notice items are served on a bi-monthly basis to NTEU chapters directly from the HR Director or Senior Commissioner's Representative (depending on the issue). The Office of Workforce Relations will not have any oversight responsibility for local initiatives.

Q-14: Since each center has three directors, who would NTEU serve notice on when requesting a change?

A-14: The Director, Submission Processing is generally considered the appropriate official. The issue may be referred to the Director of Customer Accounts or Compliance if the change impacts employees solely in those areas.

Q-15: What happens to pending grievances filed before October 1, 2000?

A-15: Pending grievances should be processed through the new organizational unit.

Q-16: Where are Headquarters institutional grievances to be filed?

A-16: Rich Cronin has been identified as the official for receiving such grievances.

Q-17: In the centers where there are several levels of management, who would hear the second step of grievance?

A-17: The answer depends upon the structure of the particular division. The second step official must be a step above the first line manager, and could be a section manager, branch manager or division manager. The IRS and NTEU web sites have posted a joint document outlining the structure for each business unit.

Q-18: There are employees located in the Computing Centers who do not report to the Directors. Who do they file their grievances with?

A-18: The structure for filing grievances is determined in each business division. It would depend upon which business unit the employee is a part of. For example, if the employee is assigned to Information Systems (IS) and is physically located at a computing center, the grievance would proceed through the IS chain of command.

MORATORIUM:

Q-19: If someone files a grievance after the moratorium is over and files it with the wrong person, what will happen?

A-19: By the end of the moratorium, the levels of management in each business unit will have been identified. In addition, grievance responses will include the name of the next level official in case the matter needs to be appealed.

Q-20: What if chapter is specifically advised of proper Step 1,2 and 3 officials, but still files late with wrong official during moratorium? Can IRS argue the moratorium is not applicable?

A-20: No. The local parties should be working together on these issues. Each party should make best efforts in attempting to comply with the timeframes set forth in the master agreement. The purpose of the moratorium was to allow the organization some time to gather and disseminate information to the managers, employees, and chapter officials. During the moratorium, the grievances were expected to be routed to the proper official. At the conclusion of the moratorium, the master agreement timeframes will apply.

ADMINISTRATION OF AGREEMENT:

Q-21: Where will NTEU Chapter Presidents be able to get a copy of the agreement and the questions and answers.

A-21: This information will be available on the web sites maintained by NTEU and the IRS.

<http://www.nteu.org> or <http://www.dss.swro.swr.irs.gov/aacss/web/labor>

Q-22: I have stewards in various locations and states. How are they going to get training?

A-22: NTEU and IRS has conducted 5 joint training session at headquarters and in the field. Additionally, there have been 2 live broadcast IVTs with 2 rebroadcasts. Copies of the IVT can be used to supplement any further training needs. The local parties are encouraged to identify any additional necessary training and supplement their efforts with the available information on the IRS and NTEU web sites.

SCR DUTIES/RESPONSIBILITIES:

Q-23: Can the responsibilities of the SCR be delegated?

A-23: Yes. In fact, both parties have the right to delegate to other proper authorized representatives.

Q-24: Who are the coordinators for the computing centers (Tennessee Computing Center (TCC), Martinsburg Computing Center; and, the Detroit Computing Center (DCC))?

A-24: The Directors of the computing centers are the coordinators.

Q-25: Within any given center, there are other functional groups that do not report to either of the three directorships. Does the site coordinator have responsibility for these employees, such as EEO or Information Systems employees?

A-25: There will be instances where the site coordinator would have to coordinate among multiple directorships, as well as other organizational components, who may be remotely located.

Q-26: As a SCR, I now have 17 heads of office on my VMS group code. I am unclear how that will work within a LMRC setting.

A-26: Essentially, it should be not different today than it was before. The LMRC meetings were typically the forum for union and management to elevate cross cutting issues within any given area. It should be noted that the Crosswalk Agreement was intended as a starting point for establishing new roles and relationships, which can hopefully be fostered through LMRC meetings.

Q-27: What is the configuration of the SCR's?

A-27: Generally, there is one SCR per state, except in New York, California, and Texas. In general, an SCR is expected to address administrative issues.

Q-28: Can an SCR decide how much time can be afforded to support special emphasis activities such as Black History month?

A-28: While this is not a contract issue, it would seem appropriate for the SCR to have the authority to make such a decision.

Q-29: Who has the responsibility for creating an LMRC?

A-29: Each SCR should assess the status of such committees within their jurisdiction and, in conjunction with NTEU, establish one if it does not already exist.

Q-30: Regarding Article 11, in addition to bargaining unit employees list and filing cabinets, is the SCR responsible for other entitlements, e.g., office space leases, computers, e-mails, etc.

A-30: Yes, the SCR has this responsibility. If the union is requesting additional equipment beyond the contractual requirements, SCR's should contact the Office of Workforce Relations.

COMMITTEES:

Q-31: Can the Health and Safety Committee appoint a sub-committee?

A-31: Yes. The Crosswalk Agreement has not changed the parties' ability to make sub-committee appointments.

Q-32: If you presently do not have a Diversity/EEO Committee, can one be established?

A-32: Article 45 provides the parties with the opportunity to establish one; however, there is no mandatory requirement that a DEEOC be established.

Q-33: If you had two Health and Safety Committees that are now under one SCR, will they be joined together?

A-33: Yes, that is what the agreement specifies. Additionally, membership should not exceed what is provided for under the Crosswalk Agreement (no more than six members).

Q-34: How will committees work in the centers?

A-34: Committees that are already in existence should stay in place, unless replaced by a new committee.

Q-35: Are you required to have an EEO officer in order to have an EEO committee?

A-35: You can have a DEEOC without an EEO Officer.

Q-36: Assuming local partnership councils will no longer exist, how will issues be addressed?

A-36: Local LMRC's can be a forum for discussing solutions to workplace issues.

Q-37: If an LMRC is scheduled in Florida with the SCR, who pays for the travel?

A-37: Travel expenses will be paid by the respective divisions.

Q-38: Will EEO/Diversity committees be established for each SCR?

A-38: Yes, where the parties take the appropriate steps to establish them.

Q-39: Can an area-wide committee be established for each of these committees?

A-39: No, the intent was for committees to be established on an SCR area basis.

Q-40: We currently have an LMRC that covers four states and each state has an SCR, can we establish an LMRC for each state?

A-40: You may now establish one LMRC for each SCR.

UNION RIGHTS:

Q-41: When a group meeting is held with employees from 9 different cities, what NTEU chapter(s) represents these employees?

A-41: Geographic representation is still applicable. NTEU has not reorganized to realign with the IRS structure; therefore, the current chapters will continue to represent the same employees in the modernized IRS.

Q-42: If a chapter covers employees in one POD who work in several divisions, can the chapter send a steward employed by SB/SE to represent an employee or attend a meeting in W&I in the same POD? Will the steward get official time or bank time? From what division will bank time be charged?

A-42: First, it does not matter which function employs the steward. NTEU continues to represent employees on a geographic basis so an SB/SE steward can represent a W&I employee. Second, bank time is charged against the chapter, not the division. Third, official time is appropriate when the steward is meeting with management.

MISCELLANEOUS:

Q-43: Regarding call site employees who are physically located off-site, which manager has the responsibility for handling anticipated changes in conditions of employment for them?

A-43: If the issue involves only the call site employees and does NOT involve other contiguous employees working for other divisions, the Center Director (e.g., Customer Accounts) would handle the issue along with the respective NTEU chapter representative.

Q-44: Should office space realignments be taking place?

A-44: Routine space projects related to lease expirations, POD closings, etc. should continue to be worked at the local level. The space realignments necessary for the build-out of all headquarters are being handled nationally. Other moves of employees as a result of modernization should not be occurring during the status quo period, unless National NTEU concurs.

Q-45: What is meant by commuting areas?

A-45: Commuting area is defined by 5CFR 351.203 as "the geographic area that usually constitutes one area for employment purposes." Additionally, IRM 1763 (Travel Handbook) defines commuting area as "The area surrounding the official station within which it is practical for the employee to commute daily to perform duty at a point away from the official station without becoming entitled to per diem."

Q-46: Under the Restructuring Agreement, what are the timeframes for divisions to negotiate?

A-46: Negotiations will be accomplished in accordance with the Restructuring Agreement. Specifically, once notice is served on the Union, bargaining must be completed in ninety days. The Crosswalk MOU has not changed that process. However, each Division will enter into the Bargaining Phase at different times with notice being served on NTEU at the National Level.

Q-47: Under the old structure, Personnel provided local chapters with hardship application information, voluntary relocation lists, etc. Who will provide this information now?

A-47: AWSS is responsible for collecting this information, tracking, and disseminating it to HR Directors and to the appropriate chapters.

AWS/FLEXIPLACE:

Q-48: If a newly-created position is not specifically identified in an AWS or flexiplace agreement, does that mean that the employee is not entitled to those benefits.

A-48: Management and National NTEU have identified some at the newly-created positions which closely resemble former positions. New positions which did not exist in the old organization and do not have a "companion" predecessor position should be addressed on a case-by-case basis by the local parties.

Q-49: What AWS agreement will be used? Will each division be negotiating AWS?

A-49: Each division will not be negotiating AWS agreements. AWS agreements will remain in effect until a new master agreement is negotiated.

EMPLOYEE RIGHTS:

Q-50: Who is responsible for giving employees Form 8111, Employee Notification Regarding Union Representation.

A-50: The manager is responsible.

DETAILS:

Q-51: This section deals with permanent employees. Does it also include seasonals?

A-51: Seasonals are included, since the term refers to a tour of duty.

Q-52: Does it matter if the detail is to a BU or NBU position?

A-52: This agreement only applies to the bargaining unit.