

**Memorandum of Understanding Covering
Customer Service Operations Between
the Internal Revenue Service and the
National the Treasury Employees Union**

COVERAGE.....	4
PART I	5
Section 1	5
Staffing, Hours of Operation and Tour of Duty.....	5
A. General	5
B. Exigent Circumstances	5
C. Change in Hours of Operation	5
D. Temporary Voluntary Changes to TOD.....	5
E. Temporary Involuntary Changes to TOD.....	6
F. Voluntary Permanent Changes to TOD	8
Section 2.....	9
Read and Meeting Time	9
A. General Considerations	9
B. Read Time.....	9
C. Subject Matter of Read Time	11
D. Evaluative and Non-Evaluative Recordation	11
E. Meeting Time.....	11
F. Meeting Time Agenda	12
G. Recording and Tracking Read and Meeting Times.....	12
Section 3	12
Annual Leave.....	12
A. Definitions	12
B. General Provisions.....	12
C. Annual Leave Swap.....	14
D. Requesting Prearranged Annual, Planning Period, and Ad Hoc Leave	14
E. Prearranged Annual Leave (One to Ten Consecutive Days)	15
F. Planning Period Annual Leave (One or More Days).....	17
G. Ad Hoc Leave	18
Section 4.....	19
Overtime and Holidays.....	19
A. Overtime.....	19
B. Holidays	19
C. Insufficient Work Available.....	19

PART II	20
Section 1	20
Sign On/Sign Off (Idle with Reason Codes).....	20
A. General Provision	20
B. Form 3081 Preparation and End-of-Shift Activities	20
C. Sign-on Process.....	20
E. Automated Time Tracking	21
Section 2	22
Application and Agent Group Assignments.....	22
A. Assignment of Applications and Agent Groups	22
B. Training	22
C. Telephone Procedures	22
Section 3	23
Application and Agent Groups Assignments-More than One Application.....	23
A. New Application or Deficit Coverage	23
B. Agent Group Assignment.....	24
Section 4	24
Auto Available	24
A. Hold Time, Idle Time and Wrap Time Definitions	24
C. Evaluations.....	25
Section 5	26
A. Predictive Dialer.....	26
B. National Taxpayer Advocate Application (NTA).....	26
PART III	26
Section 1	26
General	26
A. Evaluations.....	26
B. Communications.....	26
C. Higher-Graded Duties.....	27
D. Local and National Point of Contact.....	27
Section 2	28
Information Sharing	28
A. Resources and Training.....	28
B. Data	28
Section 3	28
Grievance Process	28

Section 4 28

Scope of the Agreement 28

Section 5 29

Effective and Termination Dates 29

Section 6 29

Agency Head Review 29

Attachment 1 30

Idle with Aspect Reason Codes 30

Attachment 2 32

Annual Leave Solicitation Periods 32

Attachment 3 33

Annual Leave Swap 33

INTRODUCTION

The Internal Revenue Service (IRS or Employer) and the National Treasury Employees Union (NTEU or Union) have reopened this agreement, originally entered into in October 5, 2010, pursuant to the 2010 Customer Service Agreement and the provisions of the Federal Labor-Management Relations Statute, 5 U.S.C. § 7101 *et seq.* This agreement is intended to enhance taxpayer service and business efficiency by taking full advantage of changes in technology, while at the same time promoting employee satisfaction.

COVERAGE

Part I and Part III of this agreement apply to all bargaining unit employees assigned to Accounts Management and Compliance Services (campus and remote) in the Wage and Investment Division (W&I) and all bargaining unit employees assigned to Compliance Services (campus and remote) in the Small Business/Self-Employed Division (SB/SE).

Part II of this agreement only applies to the following occupational series 303, 501, 503, 592, 599, 962, 987, 1169 assigned to Accounts Management and Compliance Services (campus and remote) in W&I and Compliance Services in SB/SE, where there is an existing practice of employees in these series being telephone trained (as defined below). Employees in these occupational series will be covered if they are telephone trained (as defined below), unless specifically exempted by the Employer based on operational reasons that are consistently applied to covered employees (e.g., employees located in designated SB/SE AUR telephone back-up sites).

Telephone trained employees are public contact employees who are assigned incoming/outgoing calls using an automated telephone system (e.g., ASPECT with Idle Reason Codes) with specific telephone contact procedures. Additionally these employees have a regular telephone schedule in any of the Customer Account or Compliance Services (W&I and SB/SE) product lines, including International.

If the Employer elects to expand coverage of this agreement to other occupational series in the future, the Employer will provide notice to NTEU and bargain to the extent required by law. If required, such bargaining will be conducted pursuant to the expedited procedures of Article 47, Section 4 of the National Agreement II and will include the applicability of this agreement to those employees.

PART I

Section 1 Staffing, Hours of Operation and Tour of Duty

For the purposes of this agreement, tour of duty (TOD) is defined consistent with Article 22, Section 1 of the National Agreement II and means the hours of a day and the days of the administrative workweek that constitute an employee's regularly scheduled administrative workweek.

A. General

The Employer will define and adjust the hours of operation and TOD, including start times, based on hours of telephone operation, planned workload, availability of systems (e.g., telephones, IDRS, CIS), skill needs, seating constraints and the applicable provisions of the National Agreement II.

B. Exigent Circumstances

In the case of unexpected workload changes due to factors outside of the control of the Employer (e.g., Congressional mandates, significant changes in filing patterns), the Employer will provide notice to National NTEU of the need to change start and end times. The Employer will notify local NTEU and solicit for volunteers using the process in Subsections 1.D. and 1.E. of this Section to change start times of employees with the required skills.

C. Change in Hours of Operation

In the event the Employer changes its hours of operation at the Enterprise or site level, it will provide notice to the NTEU National and bargain using the expedited procedures of Article 47, Section 4 of the National Agreement II.

D. Temporary Voluntary Changes to TOD

1. Prior to making temporary involuntary changes to an employee's start time, work schedule or AWS pursuant to Subsection 1.E. below, the Employer will solicit, in writing, for volunteers from pools of equally-qualified (e.g., similarly skilled) candidates, as determined by the Employer.
2. The solicitation shall include, but is not limited to, position title, location, date in which coverage begins/ends and TOD start/end times.

3. If too many employees volunteer, the most senior employees will be selected in IRS Enter On Duty (EOD) date order.
4. The Employer will provide to National NTEU and the impacted Chapter President(s) or his/her designee a copy of the solicitation prior to soliciting employees.
5. The Employer will consider offering the following options to equally-qualified employees to encourage them to volunteer for these understaffed periods:
 - (a) where an employee agrees to work credit hours to cover an understaffed period, he or she will be permitted to work, subject to approval, credit hours consistent with Article 23 of the National Agreement II;
 - (b) the option to expand currently scheduled part time hours in accordance with law, rule and regulation;
 - (c) the option to move from a 5/4/9 or 4/10 compressed work schedule to a traditional eight (8) hour, five (5) day week TOD that covers understaffed periods;
 - (d) to the extent not in conflict with national or local practices and/or agreements, the option to work an AWS schedule that covers the understaffed periods which may include 4/10, 5/4-9 or a flexitour with credit hours schedule; and
 - (e) for employees who volunteer to make the change, the Employer will reinstate the employee to his or her previous TOD upon completion of the agreed period of the change. If requested by the employee and approved by the Employer, the employee's permanent TOD will be changed at the conclusion of the agreed upon period to reflect the hours for which the employee volunteered and worked under this Subsection consistent with Article 23, Section 7 (shift changes).

E. Temporary Involuntary Changes to TOD

If not enough employees volunteer from pools of equally-qualified (e.g., similarly skilled) candidates established in Subsection 1.D. above, an involuntary change in TOD will be required and the least senior employees will be selected in IRS EOD order. The Employer has determined that any involuntary changes will not exceed eight (8) weeks in a calendar year. The following will apply if involuntary temporary changes to TODs occur:

1. For temporary involuntary changes to a TOD, the Employer will normally provide the employee with five (5) workdays notice.
2. Employees on either a flexible or compressed work schedule will be permitted to remain on their flexible or compressed work schedules.
3. The Employer has determined that TODs will not be changed on a frequent basis.

4. The Employer will share staffing surplus and deficits by application with National NTEU within fifteen (15) workdays of the Employer receiving the final schedule for each planning period.
5. The Employer will develop TODs reflective of the staffing plan and will share the TODs with National NTEU within fifteen (15) workdays of each planning period, if involuntary changes to TODs occur.
6. Consistent with the 2009 National Agreement II, the Employer will consider using overtime or compensatory time, as appropriate, to meet temporary staffing shortages.
7. Subject to staffing requirements and the applicable provisions of the National Agreement II, the Employer will solicit requests for employees on part-time work schedules to increase hours covering any or all portions of the hours with a staffing shortage.
8. The Employer agrees that seasonal employees, who are involuntarily placed on different TODs, will be released using their original release/recall list if the workload does not materialize.
9. The Employer will pay night differential in accordance with Office of Personnel Management (OPM) regulations and applicable law.
10. The Employer will pay Sunday premium in accordance with OPM regulations and applicable law.
11. The Employer will consider 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 employee as described in Subsection 1.E.12. Upon request, the Employer will provide the NTEU chapter with a list of approved and denied hardship requests.
12. 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 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 involuntary TOD period as met by the employee who solicited for the swap. In addition, the employee who volunteers 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, pursuant to Subsection 1.E.
13. The Employer has determined that involuntary changes in TOD will not be made for periods of less than two (2) weeks.

14. 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 workday).

F. Voluntary Permanent Changes to TOD

1. The Employer will permit employees to permanently change TODs within a shift during an annual solicitation using the process described in this Subsection. The Employer will provide the local NTEU chapter with the solicitation date(s) in advance of the solicitation. Solicitation under this subparagraph will not commence until the changes to Article 23 of the National Agreement II have been implemented.

2. The Employer will make every reasonable effort to solicit for volunteers, with the needed skills for a TOD, prior to offering the TOD to newly-hired or newly assigned employees, consistent with workload and staffing requirements. Seasonal employees with the required skills will be solicited if management determines that the TOD change is consistent with the individual employee's seasonal agreement.

3. The Employer will identify start times with insufficient coverage and offer the opportunity for employees to voluntarily move to the start times.

4. If too many equally-qualified employees, as determined by the Employer, volunteer for an available start time, IRS EOD will be used to select employees.

5. If there are still an insufficient number of volunteers after applying the process, as described in this Subsection, the Employer has determined that the following incentives will be offered to employees to accept the offered start times as follows:

- (a) guaranteed approval of one (1) day of annual leave requested by the employee;
or
- (b) a letter regarding the contribution of the employee to the Workgroup Interaction critical job element.

6. If employees accept incentives to change their TODs, they will not be permitted to change TODs until the next solicitation by the Employer, absent a hardship approved by the Employer.

Section 2 Read and Meeting Time

A. General Considerations

1. The parties agree that there is value in providing sufficient read time and meeting time for employees to keep current with new technical and procedural information necessary for quality customer service and employee satisfaction. As a result, the Employer has determined that read time and meeting time will be scheduled each week throughout the year, including the filing season except for the timeframes contained in Subsection 2.A.2. below.
2. Generally, neither read time nor meeting time will be scheduled during peak hours or on peak days (e.g., Mondays; Tuesdays following a Monday holiday; the days between April 1 to April 15, unless new materials are issued to employees during that time; extension due dates for IMF and BMF returns).

B. Read Time

1. Read time is defined as time spent on reading and filing activities (e.g., SERP issuances, technical or procedural information, all employee memoranda, IDRS message files, work-related e-mails) to ensure the products and services provided to customers are accurate.
2. The Employer has determined that it will schedule sixty (60) minutes for read time on a weekly basis. Read time may be cancelled or shortened if management determines that there is insufficient read time material or filing activities to fill the read time period.
3. Generally, all similarly-situated employees at a particular location who are responsible for the same work (e.g., telephone applications, correspondence) and reading material, will be treated uniformly if read time is shortened or canceled.

However, in the event that read time is shortened or canceled for a subset of similarly-situated employees due to workload demands, the Employer will assign the missed read time, generally within two (2) weeks.

In those cases where read time has been shortened or canceled, management will provide notice to the employees and the impacted NTEU chapter and provide an explanation.

4. Absent local agreements to the contrary, employees will be allowed to schedule read time in a minimum of thirty (30) minute blocks. Read time may be used in fifteen (15) minute increments, if used immediately prior to or immediately after a normally scheduled fifteen (15) minute break. The Employer may decide to make the blocks of

read time larger. Additional read time will be granted by the Employer subject to workload considerations. Possible reasons for granting additional read time may include:

a. When the employee has been absent from the office for a period of time while on leave, detail and/or training the amount of read time given will reflect:

(1) the aggregate amount of time missed; however, if the time missed was due to a seasonal release, and the intervening materials were covered in a refresher training program the employee attended, the aggregate time may be adjusted downward to allow for the training; and

(2) an employee's need to become current so as to be able to accurately respond to customers.

b. when the employee is assigned to multiple applications and/or multiple agent groups, such as Toll-Free and ACS or Toll-Free and paper inventory;

c. when the employee has used the weekly allocation, but new technical/procedural information has been issued that same week after the employee has already used the allotted time;

d. when the employee needs reasonable accommodation under Section 501 of the Rehabilitation Act of 1973;

e. when the employee is relatively inexperienced;

f. when the information the employee needs to know is unusually voluminous or complex;

g. the employee has been performing work which is dissimilar to their regularly assigned work for two (2) consecutive weeks or more;

h. the employee is under a performance improvement plan (PIP) consistent with Article 40, Subsection 1C1 of the National Agreement II;

i. the employee's critical job element(s) has decreased; or

j. the employee submits a written request for additional read time to their supervisor or designee, describing reasons other than the ones listed above. In that case, the supervisor or designee will act upon the request within two (2) workdays and provide a written explanation to the employee if the additional read time is not approved.

C. Subject Matter of Read Time

The Employer will determine the topics and material for read time. An employee may also use the prescribed read time for other additional work-related topics, if approved in advance by their supervisor or designee.

D. Evaluative and Non-Evaluative Recordation

The Employer has determined that if an employee provides an incorrect answer to a question concerning a subject covered by technical or procedural information for reading that the employee has not been granted time to read, feedback will not be used for evaluative purposes (e.g., to develop a formal evaluation, as a performance indicator or as an evaluative recordation). In this instance, the EQRS recordation will be changed from evaluative to non-evaluative.

E. Meeting Time

1. Meeting time is defined as time spent in recurring meetings that primarily focus on clarifying technical or procedural items. However, administrative items may also be covered during this meeting time after all technical and procedural issues have been addressed. Topics covered during formal meetings, as defined in 5 U.S.C. § 7114(a)(2)(A), On-the-Job Instruction (OJI) and Employee Engagement Survey meetings are not regarded as meeting time for the purposes of this definition. Additionally, meeting time is not intended to replace or substitute training. However, meeting time would be appropriate to clarify and reinforce information received in such training.
2. The Employer has determined that it will schedule, on a weekly basis, thirty (30) minutes for meeting time with an additional thirty (30) minutes allotted as the parties may mutually agree locally.
3. Meeting time may be cancelled or shortened if sufficient agenda items focusing on technical and procedural issues are not approved by the Employer. Generally, all similarly-situated employees at a particular location who are responsible for the same work (e.g., telephone applications, correspondence) will be treated uniformly if meeting time is shortened or canceled. In those cases where meeting time has been shortened or canceled, management will provide notice to employees and the impacted NTEU chapter to provide an explanation.
4. If the Employer determines that there is enough information for meeting time and unexpected workload barriers prevent various employees from taking the approved time, meeting time will be postponed. Management will make every effort, consistent with workload and staffing, to make the postponed time available to the impacted employees within two weeks of the cancellation.

F. Meeting Time Agenda

The Employer will solicit from employees for topics in advance of scheduled meeting time and consider all suggestions from employees. Management will provide meeting topics to employees prior to the meeting. Upon request, management will provide meeting topics to the local NTEU chapter.

G. Recording and Tracking Read and Meeting Times

The Employer has determined that it will establish separate uniform Organization Function Program (OFP) codes for recording and tracking the use of read time and meeting time on Forms 3081. Employees will report the actual time used for reading and meetings, whether they use more or less than the allotted time.

Section 3 Annual Leave

A. Definitions

For the purposes of this agreement:

1. "Call Site requirements or staffing requirements" refer to the specific half-hourly telephone staffing the location is funded to deliver by application and time of day. It will also include projected paper demands.
2. "Leave year" is defined as the period of time from pay period 1 to pay period 26.
3. "Available leave" is defined as accrued time (annual leave, compensatory time, credit hours, and time-off award) plus projected annual leave for the appropriate leave solicitation period, less any pending preapproved leave.

B. General Provisions

Consistent with Article 32, Section 1.A.1. of the 2009 National Agreement II, the Employer will continue to make every reasonable effort to permit each employee to take up to two (2) consecutive weeks or more of annual leave each year, however, the parties agree that the application of the provisions in this section may limit the Employer's ability to do so.

The following provisions apply to requests for annual leave described in this section:

1. All other types of leave, not addressed in this section (e.g., sick leave, annual leave in lieu of sick, LWOP, FMLA, bereavement, administrative, etc.), will be approved in accordance the applicable provisions of the National Agreement II.
2. The accrued leave balance will be determined by the annual leave balances recorded on the Single Entry Time Reporting system (SETR) as of the last full pay period immediately prior to the open solicitation period.
3. When an employee is required by the Employer to give up pre-approved leave due to business considerations (e.g., training, teaching, and temporary assignment that cannot be rescheduled), the Employer will make every effort to accommodate the employee's choice of alternate leave days, with no effect on leave approved for other employees.
4. The Employer has determined that there will be no black-out dates for requesting annual leave prior to the initial approval period; however, leave is approved based on the workload/telephone schedule and/or projected paper inventory (customer demand). Annual leave requests will be matched against telephone schedules and/or inventory demand. Approval of certain dates may be very limited due to this process.
5. Priority for granting leave and the process for breaking ties will be accomplished using provisions of Article 14, Subsection 2A8, of National Agreement II, with IRS EOD as the first tie breaker.
6. Use or lose annual leave will be approved consistent with the provisions of National Agreement II, Article 32, Subsections 1.B. and 1.C. Furthermore, employees covered by the CSA are strongly encouraged to submit their "use or lose" request before or during the solicitation for the third planning period (i.e., August 1st-15th).
7. Employees will notify the Employer as soon as possible when unforeseen circumstances prevent them from taking their pre-approved leave. The hours may then be released for other employees to use. Leave cancellations will be processed online.
8. If an employee has an urgent need for annual leave on specific dates, he/she will provide pertinent information regarding the nature of the urgent need if requested by the Employer.
9. Annual leave may not be used as a substitute for or otherwise affect an alternate work schedule. For example, requesting the same day (Friday) off every week over an extended period of time.

C. Annual Leave Swap

1. An employee may swap annual leave dates with another employee at anytime consistent with the provisions below.
2. The employee is responsible for finding another employee to swap annual leave dates. Employees may solicit other employees during non-duty time, such as breaks and lunches. Employees will be permitted to use the designated employee bulletin board, if available, to advertise leave swap dates.
3. The Employer will approve annual leave swap requests if all of the following conditions are met:
 - both employees must be within the same leave pool discussed in Subsection 3.D.8. below; and
 - all dates used for leave swapping have been approved.
4. Absent a hardship, employees shall submit a signed leave swap request form (Attachment 3) to both employees' managers no later than five (5) workdays before the earliest requested leave swap date that appears on the leave swap request forms. Management will approve all leave swap requests within two (2) workdays. Employees may not take leave until both managers have signed the leave swap form.

D. Requesting Prearranged Annual, Planning Period, and Ad Hoc Leave

There are three (3) types of annual leave categories covered by this section and these are described in Subsections 3.E., 3.F., and 3.G. below. A schedule of open seasons for each type of leave may be found in Attachment 2 to this agreement.

1. Prior to each solicitation period, supervisors or designees will provide an online list or calendar of available annual leave days for employees to review.
2. There will be solicitations as described in Subsections 3.E., and 3.F. below for Prearranged Annual and Planning Period leave.
3. Approval of all types of annual leave will be in accordance with the provisions of Article 32 of the National Agreement II and the provisions below. If a portion of an employee's leave request is denied, the employee will have the option to cancel the approved leave days, request the denied day(s) again during the appropriate planning period solicitation or request the denied day(s) again as ad-hoc leave as described in Subsection 3.F.
4. Annual leave of one (1) full day or more will be requested and approved via an on-line system. In the event that the online system is not functioning, the Employer will

solicit employees using an alternative process. The Employer will also notify the impacted NTEU chapter prior to implementing the temporary change.

5. A calendar will be available on the IRS Intranet which will identify open and closed dates and the number of employees approved for specific days.

6. Prior to the beginning of each leave year, the Employer will inform each impacted chapter of the total amount of accumulated and projected annual leave by leave approval category (e.g., clerical, telephone assistor, secretary) at each campus and remote call site.

7. The Employer has determined that it will develop leave pools composed of similarly-situated employees who perform the same work at the same location.

8. By September 15th of each year, the Employer will provide to the local NTEU chapter a description of the leave pools along with the names of employees in each leave pool and the available leave for each day of the leave period covered.

E. Prearranged Annual Leave (One to Ten Consecutive Days)

1. Employees may submit up to ten (10) separate requests for authorization to take from one (1) to ten (10) consecutive days of annual leave.

2. The agency will solicit prearranged annual leave requests once a year. As delineated in Attachment 2, the solicitation period for prearranged annual leave during the upcoming calendar year (January through December) starts on September 15th and ends on September 30th.

3. Generally, no more than fifty percent (50%) of annual leave available for any workday will be approved by the Employer through solicitation under this Subsection.

4. The Employer will set aside fifty percent (50%) of the hours available for annual leave on any given workday for employees to schedule leave under this Subsection. This percentage is the default to be used for leave year 2013. However, local NTEU chapters can determine to use zero percent (0%) or twenty-five percent (25%) in lieu of fifty percent (50%), for the prearranged leave solicitation in Accounts Management and/or Compliance for 2013.

5. If a local NTEU chapter opts to change the percentage from fifty percent (50%) for the initial year (2013) for Accounts Management and/or Compliance employees it must submit written notice to the Employer specifying the percentage to be used in Accounts Management and the percentage to be used in Compliance Services (zero percent (0%) or twenty-five percent (25%)) by August 15, 2012.

6. For leave year 2014, written notice must be provided no later than August 15, 2013. The chosen percentage for Accounts management and/or Compliance Services (zero percent (0%), twenty-five percent (25%), or fifty percent (50%)) will remain in effect for at least two years prior to the local NTEU chapter selecting another percentage.

Thereafter, the duration to any subsequent changes will also remain in effect for at least two years.

7. If the Union elects zero percent (0%), the prearranged leave solicitation period will be cancelled.

8. In the event that a location has more than one chapter, the chapters must agree on the percentage and notify the employer consistent with the timeframes established in Subsections E.5. and E.6. above.

9. Approval for prearranged annual leave will be based on available leave, as defined in Subsection 3.A.3.

10. Days during those weeks of each calendar year that include Thanksgiving and Christmas and New Year's Day holidays will not be available for Prearranged Leave solicitation. However, these days will be made available during Planning Period 3 solicitation.

11. During the solicitation period, employees will enter up to ten (10) leave requests and will assign each request a numerical designation indicating the priority of importance, with one (1) being the date they consider most important to be granted through ten (10) as the date of least importance.

12. Once the solicitation period has closed, leave requests will be considered in the following manner:

a. Approval of leave requests will be done in "rounds" based on IRS EOD, with only one request (the highest priority available) per employee approved per round.

b. For each round, each employee's top priority available may be approved, but only if the percentage limit of leave hours has not been reached and if the employee has sufficient available leave, as defined in Subsection 3.A.3. above, to cover the total number of days in the specific leave request.

If an employee's first priority cannot be granted for any of the two reasons stated above, then the employee's other requests will be considered in order of priority until either a request can be granted or there are no remaining priority requests. Once a leave request has been granted or no remaining requests are available, then consideration turns to the leave requests submitted by an employee with the next highest IRS EOD date, in order of priority designated by the employee.

c. This process is repeated in IRS EOD order until all requests are considered.

13. Employees will be notified of leave approval with a copy to his/her supervisor or designee. Employees will print and attach the approval to the timesheet.

14. If an employee's available leave balance, as described in Subsection 3.A.3. above, falls below the amount needed for the period of the requested leave, a notification will be sent to the employee and his/her supervisor advising them of the situation. The Employer will meet with the impacted employee to discuss the matter, and within three (3) work days of the discussion, the employee will choose which days to cancel to resolve the deficit. If the employee does not respond within three (3) workdays, management will cancel the approved days latest in the calendar year and notify the employee of the cancellation.

15. Prior to release, seasonal employees will be afforded an opportunity to request leave for the next leave year. The requests will be held and processed within the same timeframes and guidelines as other employees.

F. Planning Period Annual Leave (One or More Days)

1. Planning Period annual leave covers leave requests of one (1) or more consecutive days that fall outside the provisions for prearranged annual leave requests under Subsection E and are not ad hoc requests under Subsection G.

2. Employees may submit requests for annual leave under this Subsection during any of the three solicitation periods that immediately precede the three planning periods. Attachment 2 identifies the three planning periods and provides dates for the solicitation periods.

3. Approval of planning period leave will be based on available leave, as defined in Subsection 3.A.3. above.

4. During each of the open solicitation periods, employees may request annual leave, but the total amount of leave requested cannot exceed the employee's available leave balance as defined in Subsection 3.A.3. Employees may indicate up to five (5) alternate blocks of dates to be substituted for dates that cannot be approved.

5. Requests by individual employees will be considered in IRS EOD order in the following manner:

a. All requested dates submitted by an individual employee will be considered prior to reviewing leave requests by an employee with less seniority.

b. Dates will be approved if the employee has sufficient available leave, as described in Subsection 3.A.3. above. to cover the dates requested. Once the

employee no longer has sufficient available leave, all remaining dates requested by that employee will be denied.

c. Then, the Employer will consider those requests submitted by employees with less seniority.

6. Employees will be notified of approval with a copy to his/her supervisor. Employees will print and attach the approval to the timesheet.

7. If an employee's available leave balance, as described in Subsection 3.A.3., falls below the amount needed for the period of requested leave, a notification will be sent to the employee and his/her supervisor advising them of the situation. The Employer will meet with the impacted employee to discuss the matter and within three (3) work days of the discussion, the employee will choose which days to cancel to resolve the deficit.

If the employee does not respond within three (3) workdays, management will cancel the approved days latest in the calendar year and notify the employee of the cancellation.

8. Prior to release, seasonal employees will be afforded an opportunity to request leave for the next planning period. The requests will be held and processed within the same time frames and guidelines as other employees.

9. Once planning period leave solicitation is closed and leave requests processed, employees will be able to make ad hoc requests, under Subsection G, for leave for the rest of the planning period for available dates.

G. Ad Hoc Leave

1. Ad hoc leave covers requests for annual leave to accommodate personal business or other events that cannot be foreseen or planned during the prearranged annual and planning period leave solicitation periods under Subsections E and F. This leave is intended to cover a short-term event or urgent situation that necessitates the employee's absence from duty for a period of fifteen (15) minutes or more, but normally not more than one (1) full workday.

2. Ad hoc leave within an upcoming planning period cannot be requested or considered until planning period leave under Subsection F have been solicited, reviewed, and approvals/denials have been issued.

3. Ad hoc leave is approved on a first come, first served basis.

4. Requests for leave will be submitted to the appropriate supervisor or designee.

5. Employees must have sufficient annual leave, compensatory time, credit hours, or time off award accrued to cover the request. An OPM Form 71 (or local form currently in use) must be completed and submitted to the supervisor or designee to request the leave.

6. Decisions on such requests will be made by the Employer as soon as possible, but no later than two (2) workdays after receipt of the request.

Section 4 Overtime and Holidays

A. Overtime

Overtime will be distributed pursuant to Article 24 of the 2009 National Agreement II.

B. Holidays

Holiday duty assignments will be made in accordance with the following provisions:

1. Volunteers will be solicited from a pool of equally qualified candidates determined by the Employer. If more volunteers request assignment than are needed, the volunteers will be assigned by the earliest IRS EOD date.
2. If insufficient volunteers seek assignment, holiday duty assignments will be made based on the latest IRS EOD date.
3. The Employer reserves the right to mandate holiday work if there are insufficient volunteers.

C. Insufficient Work Available

If insufficient holiday or overtime work materializes, employees will be released in the following order:

1. The most senior IRS EOD employee who volunteers will be released first.
2. If no employee volunteers to be released, the least senior IRS EOD employee will be released.

D. Unscheduled Overtime

Employees who are not exempt under the Fair Labor Standards Act and who, after being called in, report to their POD to perform unscheduled overtime work, shall be provided overtime pay for unscheduled overtime work for at least two hours, consistent with 5 U.S.C. § 5542(b)(1).

PART II

Section 1

Sign On/Sign Off (Idle with Reason Codes)

A. General Provision

Sign On/Sign Off (Idle with Reason Codes) will be administered in accordance with the procedures in Attachment 1 to this agreement. If the Employer elects to change Sign On/Sign Off (Idle with Reason Codes) procedures in the future, it will provide notice to National NTEU and bargain to the extent required by law.

B. Form 3081 Preparation and End-of-Shift Activities

1. Employees will be given a total of eighteen minutes per day for beginning and end of shift activities, including completion of Form 3081, etc. Supervisors may approve more time on an as needed basis. The eighteen (18) minutes will be in addition to the time provided in Subsection 1.E.5. below.

C. Sign-on Process

Employees who are required to use Voiceover Internet Protocol (VOIP) and ASPECT will sign on to their computers at the beginning of their TODs and use the appropriate reason code while signing on to the IRS Intranet. Those employees on ASPECT without VOIP will sign onto their ASPECT telephones at the beginning of their TOD. Once the sign-on process is completed, the employee will then begin answering telephone calls.

D. Use of ASPECT and Reason Code Data

1. The Employer has determined that Reason Code data reports will be used solely for real time management of call volumes and that information obtained from ASPECT, or the use of Reason Codes by employees, will not be used to create a numerical rating for an employee..
2. The information obtained from ASPECT or the use of Reason Codes by employees may, however, be used as a performance indicator. For these purposes a performance indicator is merely something that alerts a manager to observe or monitor an employee's work more closely.
3. Time captured by ASPECT will be automatically reported on Form 3081 via an automated system described in Subsection 4-E. below. Employees will accurately complete Form 3081 using data from the ASPECT system. No other forms will be used to track time for payroll purposes, unless provided for under the terms of this agreement.
4. Employees will report remaining direct and indirect/overhead time on Form 3081 using the appropriate Organization, Function, Program (OFF) codes.

E. Automated Time Tracking

1. The automated tracking system will capture ASPECT time and transfer the data to the Form 3081.
2. The automated tracking system is not designed nor intended to be used as a system to monitor, measure or evaluate average handle time, time and attendance issues or wrap time.
3. Generally, the direct work data from the automated system will be considered accurate. If the data captured by the automated system is inaccurate, then employees should advise their managers, who will then make modifications in the automated system.
4. In the event that the Employer subsequently modifies an employee's Form 3081 for a pay period, the Employer will notify the employee of such modifications and provide the employee with an opportunity to review the final Form 3081.
5. If an employee determines there might be a systemic issue or inaccurate data, they will seek their manager's help in resolving the inaccuracy. Once established that a systemic issue or inaccurate data exists, an employee will not receive a negative recordation.

6. Employees may use, without prior supervisory approval, the OFP code for slippage (Code 710 00600) to assist in reconciling time not reported by the automated time tracking system. Such time shall not exceed five percent (5%) of the employee's total direct time that has been posted to the Form 3081. An employee shall not use this code if the time is not needed to reconcile time to meet the normal daily amount of hours worked. The five percent (5%) slippage does not include items for which there is a separate OPF code.

7. With prior management approval, employees are permitted to use a separate time code for additional slippage (Code 710 00601) on the Form 3081 when necessary to reflect actual time worked.

8. The Employer will ensure that information from the automated system remains available for at least one (1) pay period.

9. The Employer will provide the appropriate training for employees on the automated time tracking system.

Section 2

Application and Agent Group Assignments

A. Assignment of Applications and Agent Groups

Newly hired employees will be assigned to applications and agent groups based on business workload needs.

B. Training

All employees, whether permanent or seasonal, will be provided training consistent with Article 30, Subsection 1.A. of the National Agreement II. Employees will be considered qualified for an application once they have been certified by the Employer as proficient. This certification will be made after training and applicable on the job training (OJT) and will assess, among other things, the ability of the employee to work independently.

C. Telephone Procedures

1. Employees who receive a question outside their range of certified applications will transfer the call in accordance with the transfer guide procedures. The transfer guide may be found at the JOC website via the IRS Intranet. Employees receiving a question in their certified application, but unable to answer the question, will follow the appropriate procedures.

2. The Employer has determined that employees will be provided a reasonable amount of transition time (e.g., between six (6) and twelve (12) minutes) to move between work assignments (e.g., paper and telephones). When more time is needed (e.g., to move to another workstation or to close a case in progress), the employee will discuss the situation with their supervisor or designee. When the transition between assignments must take place immediately, the Employer will notify the employee. Once the Employer determines to transition an employee to a different work assignment, the employee will not open a new case on the currently assigned work.

3. Consistent with workload and staffing needs, the Employer will typically schedule assignments of work (paper or telephones) in blocks of at least two (2) hours in Accounts Management and one (1) hour in Compliance Services. Employees will be assigned to work either paper or phones at any given time.

Section 3

Application and Agent Groups Assignments-More than One Application

A. New Application or Deficit Coverage

Changes to employee assigned applications or agent groups to meet workload demand or deficits will be made as follows:

1. To improve coverage in a deficit application, the Employer will select from the pool of employees certified as qualified by the Employer, for example, those qualified employees working in overstaffed applications. Prior to making changes to an employee's assigned application or agent group, the Employer will determine the number of employees needed for each application based on forecasted workload.

2. In situations where there is a new application or insufficient coverage of an application and training is required, the Employer has determined that it will solicit volunteers for training on the new or deficit application from a pool of equally qualified employees, for example, those employees in overstaffed applications. Employees who volunteer must also be willing to work the available TOD in the new or deficit application. If there are too many volunteers, the Employees with the most senior IRS EOD dates will be selected. If too few employees volunteer, the least senior IRS EOD date, possessing the necessary qualifications will be mandated to attend the training and staff the applications on the needed TOD.

3. If employees remain tied after following either the voluntary or involuntary procedures in Subsection 3.A.2. above, the tie breaker in Article 14, Subsection 2A8 of the National Agreement II will be utilized.

4. When employees are assigned to an application for the first time, the Employer will provide written notice to employee. Additionally, the employee will be evaluated in accordance with Article 12 of the 2009 National Agreement II. For a period determined by the Employer between thirty (30) and ninety (90) days (depending on the complexity of the new work) following the completion of OJI and assignment of the new work, the employees' experience will be considered before any negative recordation is issued.

B. Agent Group Assignment

1. The Employer will annually solicit employees with more than one agent group to allow the employee to rank their preference of each agent group. When making day-to-day agent group assignments, the Employer will make every reasonable effort subject to workload and staffing requirements to consider these preferences.

2. It is expected that, over the course of the year, the Employer will provide employees with a reasonable amount of time working each application for which they are certified so as to maintain their technical readiness and proficiency.

3. Employees who do not agree with their application assignment will have the opportunity to meet with their respective supervisors to discuss their ability to handle the assigned applications. During these meetings, employees may request additional training. If not approved, the employee may submit a written request, and will receive a written response within five (5) workdays of submitting the request.

Section 4

Auto Available

A. Hold Time, Idle Time and Wrap Time Definitions

For the purposes of this agreement:

1. Hold Time is used to put the caller on hold while researching (either electronically or hard copy) and/or resolving the account.

2. Idle time consists of those times employees are signed on the telephone system, but not in the Ready, Wrap, or Out call mode.

3. Wrap time is a teleset mode that is used to finish required work after the call is completed.

B. Generally

The Employer has determined that it will use the auto available with conditional wrap method of answering incoming telephone calls from taxpayers. Employees will use auto available with conditional wrap consistent with the terms of this agreement.

1. An employee using auto available with conditional wrap will immediately go to available status at the end of each call with a taxpayer unless the employee presses the conditional wrap or idle button prior to the conclusion of the call.
2. Conditional wrap is appropriate in situations where the taxpayer does not wish to stay on the line and case documentation is required. Other situations that may warrant the employee being in conditional wrap are if a case is complex and requires additional time to complete documentation or research, or if there is a need to prepare to take the next call. However, employees are expected to resolve telephone inquiries (including account adjustments) while the customer is still on the line.
3. Idle time may be used consistent with the reason codes for idle time listed in Attachment 1 to this agreement. The Employer recognizes that there will be instances where an employee needs to use idle time as a result of dealing with a stressful situation or a difficult customer. In this situation, the employee will place themselves in idle status with reason code 9.

C. Evaluations

Employees using auto available with conditional wrap will be evaluated on the performance of their Critical Job Elements (CJEs) in accordance with Article 12 of the National Agreement II. In this regard, the Employer has determined the following:

1. Neither an employee's overall time in conditional wrap, hold or idle, nor the number of times employees put themselves in conditional wrap, hold or idle, will be used as the sole basis for evaluating an employee's performance. This data, however, may be used as an indicator of performance and may cause a supervisor to look more closely at the employee's performance; and
2. The Employer will not evaluate employees on the amount of wrap, hold or idle time used unless the evaluation is based upon telephone monitoring and other work reviews. For example, a supervisor must look at whether an employee effectively uses time instead of how much wrap, hold or idle time is used.
3. An employee will not be negatively impacted in the event that a taxpayer's call is dropped, and a new taxpayer is automatically placed on the employee's phone, if upon review, the Employer determines that the employee followed national and local telephone procedures. Negative impact could include, but not be limited to excessive

hold time, disclosure error or increased average handle time due to the employee's attempt to wrap up the dropped taxpayer's case prior to assisting the new taxpayer.

Section 5

A. Predictive Dialer

All practices not changed by this agreement and established pursuant Section 9 of the 1999 Customer Service Agreement entitled "Predictive Dialer" will remain in place. If the Employer decides to make changes in the future, it will provide notice and bargain to the extent required by law.

B. National Taxpayer Advocate Application (NTA)

The Employer has determined that current practices for the NTA application staffed by Accounts Management will remain in place. If the Employer decides to make changes in the future it will provide notice and bargain to the extent required by law.

PART III

Section 1 General

A. Evaluations

Employees will be evaluated in accordance with Article 12 of the 2009 National Agreement.

B. Communications

1. Consistent with Article 47, Subsection 1J, of the 2009 National Agreement, the Employer will provide copies of this agreement to all employees in an electronic or paper format.
2. Questions and answers will also be made available in electronic and paper formats for all employees.

3. The Employer will schedule up to thirty (30) minutes during "read time" for employees to review the agreement consistent with staffing and workload demands.

4. The Employer will hold formal meetings consistent with Article 8 of the National Agreement II to discuss this agreement with employees. Employees will be permitted to ask questions during the formal meetings. The Employer will answer any questions that were not answered during the meetings within five (5) workdays of the meetings.

C. Higher-Graded Duties

Consistent with Article 16, Section 2 of the National Agreement II, employees who perform higher-graded duties may be eligible for increased compensation.

D. Local and National Point of Contact

1. Local and National Point of Contact (POC) will be designated for the Employer and Local and National NTEU for Accounts Management and Compliance. Local union and agency POCs will forward to the national POCs issues arising from provisions that lead to differences in interpretation among the parties, for resolution at the national level.

2. Local POCs may discuss information provided under this agreement, discuss and resolve disputes arising from the misapplication of this agreement that do not involve interpretation, and may implement short-term alternatives to site-specific issues, for example:

- temporary alternative procedures if system(s) are not functioning properly (e.g., e-leave, ATTS, etc.); and
- temporary timeframe extensions established under this agreement if systems are not functioning properly (e.g., e-leave, ATTS, etc.);

3. The parties agree that any permanent solutions must be addressed at the national level. Local POCs will meet at least on a quarterly basis (March, June, September, and December), until September 2013 and when significant problems arise involving any procedures or equipment covered by this Agreement. The parties may agree not to meet if there are no issues to discuss.

Section 2 Information Sharing

A. Resources and Training

Each chapter that represents call site employees will have one opportunity to have one steward be given a brief orientation on the JOC website and one steward to be provided a brief orientation on the online leave system.

B. Data

The Employer will provide to National NTEU the following data within sixty (60) calendar days of the close of each calendar year for the previous calendar year:

1. the number of employees who have left the IRS among the employees under this agreement versus the IRS as a whole;
2. the sick leave hours used among the employees under this agreement versus the IRS as a whole;
3. the hours used under FMLA among employees under this agreement versus the IRS as a whole; and
4. the amount of annual leave used by the employees under this agreement versus the IRS as a whole.

Section 3 Grievance Process

Grievances regarding the failure to follow provisions under this agreement will be handled in accordance with Article 41 or Article 42 of the National Agreement II.

Section 4 Scope of the Agreement

The scope of this agreement applies only to the terms and conditions specifically established by this agreement. Any and all policies and practices relating to the functions covered by this agreement that were in existence on the effective date of this agreement, and which are not inconsistent with this agreement will remain in place. For example, if a specific clause of this agreement modifies or conflicts with a clause in a local agreement, then the terms of this agreement will control. However, absent a conflict, the terms of the local agreement will control. Any policies, practices, past practices, local agreements, or national agreements, excluding the National Agreement II, that are inconsistent with this agreement are hereby superseded by this agreement.

**Section 5
Effective and Termination Dates**

This agreement becomes effective thirty-one (31) calendar days from the execution date or upon agency head approval, whichever is earlier. This agreement will be coterminous with the 2009 National Agreement II.

**Section 6
Agency Head Review**

Consistent with Article 47, Subsection 1K, the Union will have the option of renegotiating the entire agreement or portions of the agreement if disapproved by the agency head.

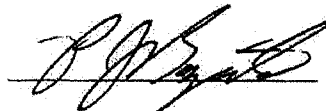
For NTEU:



Raven L. Hall
Chief Negotiator, NTEU

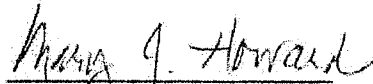
Date: 3/20/2012

For IRS:



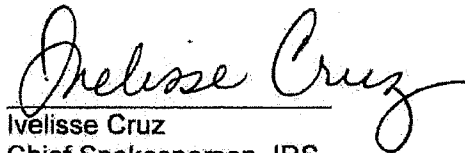
P.J. Bazick
Field Director
Accounts Management, Philadelphia

Date: 3/20/2012



Mary J. Howard
Director
Compliance Operations, Philadelphia

Date: 3/20/2012



Ivelisse Cruz
Chief Spokesperson, IRS

Date: 3/20/2012

Attachment 1 Idle with Aspect Reason Codes

A. The purpose for employees signing on Aspect is to determine in “real time” the number of employees available at any given moment in time, in order for these employees to be assigned to either phone or inventory activities, as determined by the Employer. In addition, the data accumulated from the sign-on activity and reason code data is used by the Employer to develop future work and staffing projections, determine accuracy of past projections, and manage activity for the current day.

The only exceptions to the requirement to use idle with reason codes are as follows:

1. Employees in all day training sessions will not sign on at all.
2. Employees who attend training, meetings or other situations which result in an absence from their workstations at the beginning of their TODs will sign on to ASPECT when they arrive at their workstations.
3. Employees, who report to their workstation at the beginning of their TOD, but thereafter attend training, meetings or other situations which result in an absence from their workstation until the end of their TOD, will sign off when they leave their workstation.

B. When an employee who is “signed on” needs to leave the workstation (or who is not assigned incoming calls), the employee will report the appropriate change of work status using one of the nine (9) idle with reason codes. These codes will identify the type of idle time the employee is utilizing. The reason codes are as follows:

1. Temporarily off the Telephone

This code indicates the employee will not be available for telephone work in a period of time that is not specified by other reason codes, including situations where the employee needs a short breather before taking another call.

2. Inventory, First Available

This code indicates the employee is available for telephone work, if necessary. This means the employee’s work assignment is paper/ACS inventory, including related outgoing telephone calls.

3. Inventory, Second Available

This code indicates the employee will be made available for telephone work only when employees in the inventory, first available category have been utilized and call demand remains high.

4. Training, Partly Available

This code indicates the employee will not be available during a specified portion of the TOD because of training-related activities. Examples include partial day off-site, on-the-job training (OJT), or instructor preparation.

5. Read Time

This code indicates the employee will not be available during a specified portion of the TOD because of read time.

6. Meet Time

This code indicates the employee will not be available during a specified portion of the TOD because of Team meeting time.

7. Break Time

This code indicates the employee will not be available during a specified portion of the TOD because of a scheduled rest break other than lunch.

8. Lunch Time

This code indicates the employee will not be available during a specified portion of the TOD because of a scheduled lunch break.

9. Stress Break Time

This code indicates the employee will not be available as a result of dealing with a stressful situation. Use of this code does not require pre-approval.

C. Reason Codes 2 and 3 determine the priority management has assigned to employees for taking incoming calls when their primary duty is not incoming calls. The reason codes will be assigned simply to indicate the order in which employees doing the same work will transition to telephones. This is not meant to imply that all employees in one functional area must transition to the telephones before all employees in another functional area. No codes other than those described above may be used without the agreement of the national parties.

**Attachment 2
Annual Leave Solicitation Periods**

Type of Leave	Period Covered	Open Season	Approval Dates
Prearranged Annual Leave	January – December	September 15th – 30th	October 15 th
Planning Period Leave	January – June	November 1st – 15th	December 1st
	July – September	May 1st - 15th	June 1st
	October – December	August 1st – 15th	September 1st
Ad Hoc Leave	Not Applicable	Not Applicable	Not Applicable

Attachment 3

Customer Service Agreement (CSA) Annual Leave Swap

INSTRUCTIONS:

If you would like to swap with another employee approved leave for needed dates, as provided under Section 3.C. of the 2012 CSA, the following must be met or accomplished:

- (1) Both employees must be within the same leave pool, defined in Subsection 3.D.8. of the 2012 CSA;
- (2) All dates used for leave swapping have been approved;
- (3) Absent a hardship, the employees shall submit a leave swap request form to both employees' managers no later than five (5) workdays before the earliest requested leave swap date that appears on the leave swap request form;
- (4) Management will approve all leave swap requests within two (2) workdays. The leave swap form must have the signature of both managers before employees may take leave;
- (5) Once approved, please attach a copy of the form to both employees' time sheets.

If you have any questions with respect to CSA Annual Leave Swap, please contact your NTEU steward.

Customer Service Agreement (CSA) Annual Leave Swap Form

1. NAME OF EMPLOYEE: _____
(wanting to swap)

a. Team/Group #: _____

b. Date(s) to Swap, to be covered by the employee named in No. 2 below:

I hereby agree to cover the dates listed in 2b below for the named employee in repayment for him/her covering my dates listed in 1b above.

Employee's Signature: _____ Date _____

I have been made aware of this swap(s) and approve it.

Supervisor's Signature: _____ Date _____

**** Supervisor must approve within two (2) workdays of receipt. ****

2. NAME OF EMPLOYEE: _____
(covering the swap)

a. Team/Group #: _____

b. Date(s) that will be covered by the employee named in No. 1 above as repayment for swap:

I hereby agree to cover the dates listed in 1b above for the named employee in repayment for him/her covering my dates listed in 2b above.

Employee's Signature: _____ Date _____

I have been made aware of this swap(s) and approve it.

Supervisor's Signature: _____ Date _____

**** Supervisor must approve within two (2) workdays of receipt. ****

PLEASE ATTACH COPY OF APPROVED FORM TO YOUR TIME SHEET.