



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
ATLANTA, GA 30308

WAGE AND INVESTMENT DIVISION

JUL 08 2009

Ms. Raven Hall
National Treasury Employees Union
1750 H Street, N.W., Room 1010
Washington, D.C. 20006

RE: Changing Class of Service for Level 2 Assistors

Dear Ms. Hall:

This is to confirm discussions that have occurred between management representatives of the Commissioner, Wage and Investment (W&I) Division, representatives of NTEU, and Tony Harrison of the Workforce Relations Division concerning the decision to implement the initiative known as Changing Class of Service for Level 2 Assistors.

On October 9, 2008, the IRS briefed NTEU on its April 2008 Quarterly initiative to change the class of service for Level 2 Assistors. The Level 2 Assistors (currently five in Austin) will use an ASPECT headset to receive live calls from Level 1 Assistors. As a result of the change, external customers will not be able to contact (direct dial) Level 2 Assistors via the ASPECT network. Moreover, Level 2 Assistors will work issues with customers by contacting them via ASPECT telephone.

W&I Division management advised NTEU during the briefing that, as designed and intended to be implemented, this initiative is not intended to result in the following adverse impact on working conditions: a reduction of staffing levels, downgrades, or job loss of employees' positions. Additionally, this initiative does not change employees': Alternate Work Schedules; critical job elements; Flexiplace arrangements; performance standards; posts of duty; tours of duty; or workstations.

In order to implement this initiative the IRS and NTEU agree to the following provisions which constitute the parties Letter of Understanding (LOU):

1. At least fifteen (15) workdays prior to the implementation of this initiative, the Employer will brief all impacted employees on this initiative. These meetings are governed by the continuing practices established by the provisions of Article 8 of the now expired 2006 National Agreement. The Union will have the right to be present and ask any questions. At the meetings, management will explain the reasons for implementation and answer questions. If any questions are not answered during the meeting, they will be responded to within a reasonable period of time. A hardcopy of this Letter of Understanding will be distributed to all impacted employees in advance of the meeting.

2. If the Employer decides to expand or modify this initiative in the future, and that expansion or modification impacts on the working conditions described above in the third paragraph on page 1 of this letter in a way that is more than de minimis, the Employer will follow the practices established by the provisions of Article 47 of the now expired 2006 National Agreement to give notice to NTEU and to bargain to the extent required by law.
3. If significant problems occur during implementation of this initiative, the National NTEU and the W&I Division management will meet to discuss and resolve them as soon as possible.
4. The parties may jointly open this agreement at any time and either party may independently reopen it twelve (12) months after execution.
5. Within the first sixty (60) calendar days after implementation, the W&I Division will evaluate whether the current break and lunch schedules of affected employees have a negative effect on phone coverage. If W&I Division determines there is a negative impact on phone coverage, it may reopen this agreement to address that issue by giving notice to NTEU within the thirty (30) calendar day period following the sixty (60) calendar days.
6. This Letter of Understanding (LOU) becomes effective thirty-one (31) calendar days from its execution date or upon Agency Head approval, whichever is earlier. This LOU will terminate two (2) years from the date of execution or once all the actions required for implementation captured in this agreement have been completed, whichever is earlier.

If you agree that the above provisions contain the parties' agreement regarding the implementation of this initiative, please indicate your concurrence by signing below and returning the original of this letter to Tony Harrison. If you have any questions, please contact Tony at (202) 622-6996.



Beth Jones
Director, Electronic Products and Services Support
Wage & Investment Division



Raven Hall
National Negotiator
National Treasury Employees Union

7/16/09

Date