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# NTEU-IRS CONTRACT 2009



*It's your contract;  
it's your life.*

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## NTEU-IRS Contract Highlights

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### **Article 8 Union Rights**

We refined and expanded our rights to formal meetings with employees after certain agency meetings that impact our bargaining unit, and won the right to review substantial information on IRS contracts with outside vendors so we can determine the effectiveness of these contracts.

### **Article 9 Stewards and Official Time**

We turned back a determined effort to reduce substantially time available for union leaders to represent employees by agreeing to base official time on a chapter's usage rate during the previous year, based on hours used per bargaining unit employee.

### **Article 10 Dues Withholding**

We retained the right to meet with employees submitting SF-1188s and initial those forms.

### **Article 11: Facilities and Services**

We established business centers at each campus location where employees can use a computer and access both the Internet and the Intranet; each business center will have at least six computer terminals.

### **Article 12: Performance Appraisal**

We won a commitment to base appraisals on a reasonable and representative sampling of an employee's work; another commitment that performance reviews focused on overage cases or other "targeted" reviews and evaluative recording write-ups must be balanced with a review of other work; and retained the right to avoid having evaluations lowered without advance notice and counseling. In addition, we put significant restrictions on the use of Embedded Quality (EQ) data in evaluations.

### **Article 13: Promotions**

We preserved the important right to first consideration; won the right for those selected from internal candidates to choose their post of duty before external candidates get that choice; allowed the IRS to replace the current ranking panels and process with an automated one because we believe it removes the subjectivity of ranking officials and will speed up the process; and moved up the effective date of some career-ladder promotions.

### **Article 15: Reassignments**

We retained the effective system we have been using to bargain reassignments and relocations locally, and provided a right for an employee to seek flexiplace to deal with a personal hardship.

### **Article 16: Details**

We made a change in the system for soliciting interest in details so it is both more formal and retrievable in the event of a lack of notice dispute.

### **Article 18: Awards**

We boosted significantly—from 1.6 percent of bargaining unit salaries to 1.75 percent of those salaries—the amount of money going into awards pools; and we increased the minimum award from \$250 to \$500 and the maximum award from \$3,000 to \$3,500. We increased the Quality Step Increase (QSI) procedure in ways that will more than double the number of QSIs awarded; and we launched a joint effort to revamp favorably the bilingual awards program.

This article also reflects an agreement we reached to move employees covered under the incentive and gainsharing programs to the NPAA over a three-year transition period beginning in fiscal 2010. Our agreement limits who can be moved each year and suspends the NPAA proration provision for seasonal employees moved over. There will be a separate document explaining our Memorandum of Understanding on this issue.

### **Article 22: Work Schedules**

We won significant gains for seasonal employees, including a more certain idea of their work year, and negotiations before the agency can change a seasonal work time from one agreement to another.

### **Article 23: Hours of Work**

Another 20,000 or more employees will be added to those on alternative work schedules; Revenue Officers and Revenue Agents will now have access to the Maxiflex schedule as well as an AWS option; and there are new limits on religious compensatory time in the interests of curbing potential abuses and the impact of that on scheduling matters.

### **Article 25: Workload Management**

We won notice and bargaining rights over proposals to increase an employee's workload.

### **Article 27: Health and Safety**

We strengthened contract language addressing the right to reasonable accommodation; and language limiting the disclosure of private employee medical information to anyone other than agency medical personnel.

### **Article 29: Travel**

We established a process for creating a program allowing employees to use pre-tax dollars to pay work-related parking costs.

### **Article 30: Training**

We agreed to follow-up negotiations covering the selection and use of classroom and OJI instructors.

### **Article 33: Family Leave**

Among other improvements, employees now have the right to extend absences for Family and Medical Leave Act purposes by using compensatory time or credit hours immediately before or after the FMLA leave; and employees with long-term conditions may only be required to certify their condition once a year, unless the IRS pays for recertification.

### **Article 37: Probationary Employees**

We won the right to notice of a meeting where a probationary employee is being terminated from employment. This will help in providing advice to that employee, including appeal rights, and show that NTEU is a force even with probationary employees.

### **Article 41: Grievance Procedure**

We have taken steps to strengthen the grievance procedure, including modifying the grievance form to eliminate any confusion about our right to grieve violations of law or regulation; and we retained the right to face-to-face meetings at steps one and three of the process.

### **Article 47: Mid-Term Bargaining**

Using the term 'modified national bargaining,' we have essentially reinstated local bargaining; and we have guaranteed that all mid-term bargaining disputes will go before a neutral third party.

### **Article 50: Flexiplace**

We won the right for employees to work flexiplace at any location within 125 miles of their post-of-duty; for the first time, Revenue Officer Reviewers and Advisors in SB/SE can now work occupational flexiplace; and Bankruptcy and Insolvency employees in that division as well as SB-SE Core Exam employees at the Service Centers can now work situational flexiplace.