

June 27, 2006

**MEMORANDUM**

TO: IRS Chapter Presidents

RE: AWSS/REFM Logistics Services

**SUMMARY: NTEU has agreed to a “Preliminary” Memorandum of Understanding with AWSS/REFM related to the Logistics Services A-76 Competition results that will be announced in September 2006.**

We are agreeing to allow the IRS to engage in preliminary communications and notices to potentially impacted employees in Logistics Services, including Records Validation, Reassignment Preference Notices, Reduction-in-Force (RIF) training, and Outplacement Services prior to the award of the REFM Logistics Services functions in the fall. We have agreed to this action in order to allow all AWSS/REFM employees who are currently impacted by other current RIFs or who would potentially be impacted by an unfavorable result in the fall to have the advantage of these RPNs at the same time. In this manner, employees who might be negatively impacted in September 2006 will have more options and opportunities available in the next few weeks than if they wait until the fall when many vacancies may be taken.

Should actual RIF's occur in September 2006 as a result of the outcome of the A-76 competition, NTEU will be briefed, submit proposals, and bargain pursuant to the contract. Therefore, this preliminary agreement is designed to ensure that Logistics Services bargaining unit employees are not disadvantaged by the timing of their A-76 results.

Any questions or concerns should be directed to Katherine Tijerina, National Negotiator, via e-mail at [katherine.tijerina@nteu.org](mailto:katherine.tijerina@nteu.org).

Colleen M. Kelley  
National President

Attachment

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**Preliminary  
MEMORANDUM OF UNDERSTANDING  
Between  
the  
The Internal Revenue Service  
Agency-Wide Shared Services (AWSS),  
Real Estate Facilities Management (REFM)  
and  
The National Treasury Employees Union (NTEU)  
For the:  
Logistics Services A-76 Competition**

This is an agreement between the Internal Revenue Service (Employer) and the National Treasury Employees Union (Union), concerning the preliminary matters of Communications over this Agreement, Records Validation, Reassignment Preference Notices, Reduction in Force training, and Outplacement Services prior to the award of the Agency-Wide Shared Services (AWSS) Real Estate Facilities Management (REFM) Logistics Services functions to the appropriate bidder to be determined on or about September of 2006.

This agreement applies only to the employees occupying positions within the competitive areas within AWSS REFM Logistics Services. The provisions of this agreement are specific to the AWSS REFM Logistics Services and do not constitute binding or non-binding precedent for any other competitive sourcing initiative. As the results of the A-76 competition are yet to be determined, all employees within these competitive areas that potentially may be affected by this initiative are determined to be impacted.

The parties understand that further negotiations will commence with regard to logistics functions when the Logistics functions are awarded.

**Article 1  
Definitions**

- A. Directly impacted employees' means AWSS REFM Logistics employees in the scope of the Logistics Services competitive sourcing study.
- B. "Potentially Impacted Employee(s)" means all AWSS REFM employees who are in the competitive area and commuting areas of the proposed A-76 study and who are in a position which has a representative (rep) rate as defined in C below.
- C. Representative (rep) Rates are used to compare two or more positions with different pay schedules. The fourth step of the grade is used for a

position under the General Schedule. For positions under a wage system with 5 steps, the second step is used as the representative rate. As an illustration for the rep rate, if the rep rate of the highest directly impacted position is \$25.00, all employees in positions with a rep rate of \$25.00 or less will be potentially impacted.

## **Article 2 Communications**

- A. Upon signing this Agreement, the IRS will brief all directly and potentially impacted employees on this Agreement. The meetings will be conducted pursuant to Article 8 of the National Agreement. Prior to the 7114 meeting described above, each employee will be provided with a copy of this Agreement. At the meetings, the IRS will explain the status of the initiative and this Agreement, and answer all questions. Unanswered questions will be answered in writing within seven days. The answers to general questions will be posted on the AWSS web site.
- B. The Agency has determined that it will mail a copy of this Agreement to all employees who for whatever reason are in a non-work status, at their home addresses by certified mail with return receipt. This will be done as soon as possible after approval of this Agreement

## **Article 3 Records Verification**

- A. The Employer will perform records verification. Each directly and potentially impacted employee will be provided a Records Validation Letter that will contain a summary of relevant information to be provided at the RIF training as indicated below. This information will include the employee's tenure group; length of service; last three performance appraisals in a four year period or an indication of the number of performance appraisals in the impacted employee's record if there are fewer than three; and veterans' preference used to determine their retention standing.
- B. Employees may, at any time, request and review copies of their Official Personnel File (OPF) consistent with Article 7 of the National Agreement. In addition, upon request to their immediate supervisor, impacted AWSS REFM Logistics Services employees will be granted access to review their Employee Performance Folder (EPF). If an employee requests his or her OPF and/or EPF, the Employer will ensure that the impacted AWSS REFM Logistics Services function employee has the opportunity to review the OPF/EPF and provide modified and updated information during the validation period, as addressed below.

- C. Directly and potentially impacted AWSS REFM Logistics Services employees who challenge any information contained within the Records Validation Letter will have thirty (30) calendar days after receipt of the Records Validation Letter to submit evidence to support their challenge. The Employer will consider all information provided by the employee. After a decision is made on the employee challenge, an acknowledgement letter will be sent to the employee. Once an employee receives the acknowledgement letter, any remaining disputes will be handled in accordance with the National Agreement Article 19, Section 11.
- D. Subject to the right to assign work, employees will be given a reasonable amount of time, not to exceed one (1) hour, to meet with their Union representatives to review their records validation letter notice, if necessary, and to discuss the accuracy of the data.
- E. Stewards will be released in accordance with Article 9 of the National Agreement for this review and consultation process.

#### **Article 4 Reassignment Preference Notices**

Reassignment preference notices will be provided to all directly impacted employees as soon as possible after the execution of this Agreement, but no later than five work days after its execution.

#### **Article 5 RIF Training**

- A. RIF training will be provided for all directly and potentially impacted employees prior to the Logistics competition award date scheduled for September 2006.
- B. To answer questions stemming from this training, the Employer has determined it shall designate one RIF/Outplacement Coordinator (e.g., REFM Territory Manager) in each area. The Employer will apprise local Chapters of the coordinator in their area. The RIF/Outplacement coordinator shall serve as the liaison between the Agency and the local NTEU Chapter (or Chapters) and impacted employees. The coordinators will receive employee questions and coordinate the research and responses to those questions. They will share this information with the impacted chapter president. The Outplacement Coordinator and Chapter President should keep one another informed of questions that arise from employees. Management will notify each impacted employee by e-mail and advise them who their coordinator is. At a local Chapter's request,

the Coordinators will be available to coordinate RIF/Outplacement and related questions.

**Article 6  
Outplacement Services**

Outplacement services will be provide in accordance with the National Agreement Article 19, Section 5 D.

**Article 7  
Effective Date and Termination Date**

- A. The agreement become effective thirty-one days (31) calendar days from the execution date or upon agency head approval, whichever is earlier. In the event any provision(s) of this agreement is disapproved by agency head review, the provision(s) are severed from the agreement and the rest of the agreement will take effect within the statutory timeframes described in this paragraph.
  
- B. This agreement will terminate with the expiration of the National Agreement unless the parties mutually agreed to extend it.


For the Employer:

\_\_\_\_\_  
James P. Falcone  
Director Real Estate and  
Facilities Management

Internal Revenue Service

\_\_\_\_\_  
Date

For the Union:

  
Katherine Tijerina  
National Negotiator  
National Treasury  
Employees Union

6/27/06  
Date