

11/15/07

Memorandum of Understanding
Between
The Internal Revenue Service
And
The National Treasury Employees Union

This agreement is entered into pursuant to the provisions of the Federal Service Labor – Management Relations Statute, 5 U.S.C 7101 et seq., between the Internal Revenue Service (Employer) and the National Treasury Employees Union (NTEU) Chapter 72, collectively referred to as the "Parties," over issues pertaining to the use of Rooms 125f, 127a, 127b, 127d, 127g, 406a, 406c, 552, 553, 1023, 1024, 1025, 1026, 1027, 1028, and 1029 at the Austin Submission Processing Building (SPB). This agreement is to be implemented in conjunction with the National Agreement.

Currently, these rooms are used as classrooms used for employee training and other functions. Due to the increase in staffing and receipts associated with the ITIN program, it became necessary to identify space within the SPB that could be utilized as work space. After analysis, it was determined that these rooms met the criteria.

Following a briefing and negotiations on this issue, the parties have agreed as follows:

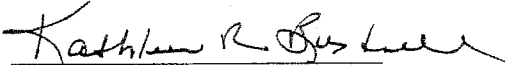
1. It is anticipated that the length, frequency and character of employee training will not be adversely impacted because of this change. The Employer recognizes that training needs of Campus employees take precedence over training needs of non-Campus employees. Subject to its right to assign work, the Employer will resolve conflicting requests for training space as follows: 1) If the facility in question is equipped with individual computers, a request for space for training requiring the use of computers will take precedence over a request for the same space for training not requiring the use of computers; 2) If the training includes participants who are employees of the Austin Campus, a request for space will take precedence over a request for the same space for training that does not include participants who are employees of the Austin Campus.
2. The Employer will honor all Reasonable Accommodation arrangements for employees who are in training, whether on site or off site.
3. If training is conducted off site, and if an employee who uses his or her personal vehicle to travel to the training is required to pay for

parking at the off site location, the Employer will reimburse the employee for the cost of parking at the offsite location. If an employee is required to travel between a Campus location and the location of the off site training within his/her tour of duty, appropriate travel time will be granted to travel to and/or from the offsite location, and if the employee uses his or her personal vehicle to travel between the Campus and the site of the training within his/her tour of duty, the Employer will reimburse the employee for mileage between the Campus and the off site location using the most direct route. Employees requesting reimbursement of expenses must submit travel vouchers via TRAS, in accordance with the provisions of IRM 1.32.1 (Official Travel Guide).

4. The Employer will make reasonable efforts to ensure that space in a Campus facility that is not being used for training purposes is made available for special events and activities, including but not limited to CFC, Lunch and Learns, chair massages, Special Emphasis Programs activities, and observances of Labor Recognition Week.
5. The Employer will continue to provide facilities to NTEU in accordance with the provisions of Article 11 of the National Agreement.
6. The Employer will make reasonable efforts to ensure that space provided for training is conducive to the learning process, with a minimum of disruptions and distractions.
7. The Employer will designate a contact person for Campus training facilities, will keep the status of training rooms updated on TRIMS, and will provide NTEU with a schedule of all training at the time the schedule is finalized. In order to make the maximum amount of space available, the importance of timely cancellation in the event training space is no longer needed will be emphasized. An update on training issues, including but not limited to issues regarding training facilities within the Submission Processing Building, off site locations, and other Campus facilities, will be a recurring agenda item in the regular meetings between the Submission Processing Field Director and the Chapter President and/or Director of Negotiations.
8. The Employer will make reasonable attempts to schedule off site training in facilities that have nearby dining facilities. If an off site training facility does not have nearby dining facilities, the need for employees to travel for lunch will be taken into consideration in scheduling the training agenda.

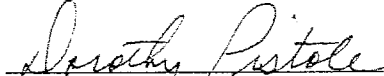
9. If either of the parties becomes aware of significant unanticipated problems that arise following the implementation of this initiative, the Agency or NTEU will inform the other, and the parties will meet to discuss and resolve them as soon as possible.
10. It is the intent of the Employer to return the space in the rooms referenced above to use for training purposes no later than January 31, 2009. Should it become necessary to extend this period, the Employer will inform the Union, and if the Union requests a meeting, the parties will meet to discuss the issue as soon as possible. Should the Employer determine that the space in the referenced rooms continue to be used for other than training purposes for an indefinite period, an equivalent amount of space elsewhere in the Submission Processing Building will be designated as training space. The Union reserves the right to negotiate in accordance with law and the provisions of the NA.
11. This MOU will become effective upon agency head review or on the 31st day after execution, whichever comes first.
12. This MOU will terminate one year from the date of implementation.

For the Employer:


Kathleen R. Bushnell
Field Director,
Submission Processing (Austin)

11/20/07
Date

For the Union:


Dorothy Pistole
President
NTEU Chapter 72

11/20/07
Date