

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

*12/09/2008*  
*1600NTEU*  
*Counter*

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 movement of the Individual Taxpayer Identification Number (ITIN) Operations from the Submission Processing Building (SPB) to new quarters located at 5015 South Interregional Highway (Interstate 35) in Austin, Texas (the “new facility”). This agreement is to be implemented in conjunction with the National Agreement (NA).

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

1. Employees will receive advance notification of the final move schedule.
2. The Employer will hold formal 7114 meetings with employees to share information regarding the move.
3. In accordance with the Settlement Agreement dated April 2, 2007, employees will be allowed a reasonable amount of time to pack and unpack their belongings and will be offered seating assignments within their groups in IRS Enter on Duty Date (EOD) order.
4. Prior to the move, the Employer will provide impacted employees a map of the new facility, showing the layout of work space and the location of facilities such as restrooms and break areas.
5. Facilities such as rest rooms, work stations, break areas and parking spaces will be designed, equipped and furnished in accordance with General Services Administration (GSA) specifications.

6. The Employer will allow use of facilities (such as training conference rooms) by NTEU in accordance with the provisions of Article 11 of the National Agreement.
7. The Employer will provide office space of approximately 100 square feet at the new facility for the exclusive use of NTEU. The space will be equipped with a desk, two chairs, a table, a four-drawer lockable filing cabinet, one telephone and one Local Area Network connection.
8. Free employee parking will be provided at the new facility. Two (2) spaces will be reserved for the exclusive use of NTEU.
9. The Employer will honor all existing Reasonable Accommodation arrangements for employees who are impacted by the move to the new site.
10. If either of the parties becomes aware of significant unanticipated problems that arise following the implementation of this initiative, the Employer or NTEU will inform the other, and the parties will meet to discuss and resolve them as soon as possible.
11. This MOU will become effective upon Agency head review or on the 31st day after execution, whichever comes first, and will remain in effect until December 31, 2009.

For the Employer:

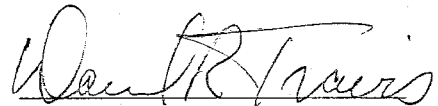


Kathleen R. Bushnell  
Field Director,  
Submission Processing (Austin)

12-29-2008

Date

For the Union:



David R. Travis  
President  
NTEU Chapter 72

12-29-2008

Date

11/5/08

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NATIONAL TREASURY EMPLOYEES UNION CHAPTER 72**  
**And**  
**INTERNAL REVENUE SERVICE**  
**W&I, SUBMISSION PROCESSING, AUSTIN**  
**Regarding**  
**THE MOVE/EXPANSION OF THE ITIN OPERATION TO THE SOUTHPARK**  
**OFFICE CENTER**

**PREAMBLE**

This Memorandum of Understanding (MOU) between the National Treasury Employees Union (NTEU Chapter 72) and the Internal Revenue Service, W&I Submission Processing, Austin Service Center is entered into between the parties to address the move/expansion of the ITIN Operation to the Southpark Office Center.

Currently, the ITIN Operation is located at the W&I Submission Processing Building in Austin, Texas and due to increase in staffing and receipts associated with the ITIN program, it is now necessary for the Operation to be moved. After management look at several sites and bids were made the site chosen for this move/expansion is the Southpark Office Center.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

Section 1 – Restrooms:

Management will supply an adequate amount of restrooms for employees; there will be at least two (2) unisex restrooms. All should be readily accessible. They should have the following:

1. Self-flushing toilet and urinals shall be utilized in all restrooms.
2. Unisex restrooms will have a handicapped accessible sink and toilet within the room. All other restrooms will have a handicapped accessible sink and stall.
3. Hands-free faucets will be utilized in all restrooms.
4. Trash receptacles will be located between every two (2) lavatories in all restrooms with more than three (3) sinks. Such receptacles will be accessed through a hole in the counter surface. Restrooms with only three (3) sinks will have a trash receptacle on each end.

5. Soap dispensers will be located between every two (2) lavatories in all restrooms.
6. A minimum of two (2) hands-free towel dispensers will be located in each restroom. A motion-based sensor will activate these dispensers.
7. Toilet seat covers will be provided in each stall.
8. HAVC systems will refresh the air at an average of 1.75 cfm per square foot in each restroom and air fresheners are planned for each restroom. If this is determined to be inadequate, this will be re-addressed with the building owner through GSA.
- 9.

### Section 2 – NTEU Related Items

NTEU will provide with the space per the floor plan that was presented in the meeting that was held on October 9, 2008, just moving it the opposite of the conference room that is located in the front of the building. NTEU should also have the following:

1. NTEU will be provided with a desk computer like setup, a computer, printer, and file cabinet space. Will need to have space for a roundtable conference like setting in the office. So a table with three (3) chairs.
2. NTEU will be provided with four (4) parking spaces that are marked reserved 24 hours a day.
3. NTEU will be provided all appropriated upgrades to the computers supplied by the Agency.
4. NTEU will have accessibility to a photocopier and fax machine. The Agency will maintain any Agency provided equipment.
5. NTEU will be provided with one third (1/3) of each official bulletin board for its exclusive use. NTEU may request use of the CCTV monitors in according with established procedures.
6. NTEU will have access to all conference rooms in the Southpark Office Center to conduct its representational functions.
7. NTEU will have a non-monitored telephone to use to conduct its representational functions in a confidential manner.
8. NTEU will have a secure storage space in which to keep materials related to performing its representational functions, accessible only to the Union.

### Section 3 – Cafeteria, Food Services and Break Rooms

1. Management will provide a cafeteria Southpark Office Center that will serve breakfast, and lunch year round (excluding weekends and Federal Holidays). For six (6) months of the year, the cafeteria will serve an evening meal.
2. If no cafeteria is provided the management will allow an extra fifteen (15) minutes of administrative time for lunch everyday.
3. Break rooms, including storage space, will be available throughout the facility for lunch and rest periods. Management will allow appropriate literature to be stored within the break rooms.
4. A deep sink with faucets, designed deep enough to accommodate cleaning of coffee pots, and a garbage disposal will be located in each break room.
5. A minimum of four (4) microwaves will be located in each break room.
6. Two (2) self-service ice/water machines will be located in each break room.
7. An employee bulletin board will be provided in each break room. The bulletin board will be for employee use, subject to the appropriateness of the material to be posted.
8. NTEU will have the right to use the bulletin board in the break rooms, and cafeteria.

### Section 4 – Workstations and Equipment

Management has determined that employees will be provided the necessary automation, equipment, new furniture and supplies to perform the duties of their position.

1. The new workstations that management is purchasing will be in accordance with the Memorandum of Understanding (MOU) on National Workstations Standards. Management and NTEU will jointly develop a process by which employees will have input in the purchasing of the furniture.
2. Employees will be provided with lockable storage space.
3. Employees will select their individual workstations within their assigned work units according to Enter on Duty (EOD) order.
4. Management has to make sure that the equipment provided to employees will be ADA compatible and Section 508 Compliant.
5. All personal items must stay within the inside boundaries of the employees workstations. Employees occupying shared workstations may, within reason, display personal items that are not disruptive to their desk partner.

6. All shared workstations will follow Tour of Duty (TOD) schedule to relinquish their desk. Meaning the workstation belongs to this person during regular Tour of Duty (TOD).
7. All work area will have a designated coffee pot area.
8. Management will provide employees with appropriate levels of Intranet and/or Internet access as needed.
9. Management will provide computer terminals for limited personal use during non-duty hours in accordance with the 2006 National Re-opener Agreement, Article 11, and section 21.

#### Section 5 – Personnel Matters

1. Employees will receive thirty (30) days notice of the agreed upon move schedule for their respective Operation.
2. Management will hold Formal 7114 meetings with all employees to share this agreement. NTEU will be invited to attend.
3. Management has determined that no employee will be subject to RIF, downgrade or other adverse impact as a direct result of the move/expansion to the new Center. However, in the event there is an unanticipated adverse impact on employees, management will notify NTEU and bargain in accordance with the National Agreement and applicable laws, rules and regulations.

#### Section 6 – Various Move-In Issues

1. Employees will be relocated to the new campus consolidated site only when all security, including perimeter security, is in place. In addition, management will ensure that vending, ice and water amenities are available and accessible upon the schedule move-in date.
2. Employees will be allowed a reasonable amount of administrative time for packing and unpacking, up to a total of four (4) hours. If additional time is needed, employees must request approval from their manager.
3. Management has determined that all employees will be allowed administrative time during the first day of occupancy to participate in a tour of the common use spaces in the facility. Management has determined the tour will be guided by a move coordinator. NTEU will be involved in the development of this process.
4. Prior to their occupancy of the site management will provide maps to each employee of the work areas and common shared spaces within the campus.

### Section 7 –EEO Accommodations

1. Management will ensure that all disabled and/or mobility-impaired employees are identified and aware of the emergency evacuation plan prior to occupancy of the facility. Wheelchairs will be provided for use by employees during evacuation of the facility. Management will ensure that these wheelchairs are stored at the facility.
2. Reasonable Accommodation needs are identified during the performance of official duties, management will coordinate as necessary with the DEO office and the employee who requests in an accommodation.

### Section 8 –AWS

The parties agree that the current ITIN AWS Agreement is in need of some revision and are committed to revisit this agreement separate and apart from the ITIN Operation move/expansion to the Southpark Office Center negotiations, after the National parties conclude their National AWS discussions. Furthermore, the parties agree to address the specific AWS needs of each Operation to the degree authorized by the National Parties.

### Section 9 –Smoking

1. Designated smoking areas will be located in the following courtyards: (Areas not yet seen)
2. Ash receptacles will be placed within all designated areas and other areas deemed appropriate, including the parking lots.
3. Both smoking and non-smoking courtyards will have one (1) covered area.

### Section 10 –Parking

1. All employees will be provided free parking at the Office Center.
2. All parking will be open parking except for handicapped spaces, Union spaces, and any other spaces identified in this Agreement.
3. All handicapped parking provided will be in accordance with city, state and federal regulations and will be located as close to building entrances as reasonably possible.
4. A parking space will be reserved at all times for each Campus Director and the NTEU Chapter President.

### Section 11 –Security

Prior to occupancy of the site, management will provide written emergency procedures and evacuation plans to each employee, including disabled employees, for emergency situations such as tornadoes and fires. The center will be equipped with a standard fire code warning light system. Briefings regarding this information will be held no later than five (5) work day's following occupancy of the site.

### Section 12--Transportation

The Transportation Subsidy Program will be administered in accordance with all negotiated agreements and management will publicize the program to all employees. In addition management will ensure that the bus passes are made available to employees as soon as possible upon receipt by the Agency and that the passes are made available for pick up by employees during their respective Tour of Duty (TOD).

### Section 13 –Flexi place

### Section 14 –Facilities

1. Rest benches will be provided along the outdoor asphalt walking trail.
2. Perimeter lighting will provide sufficient lighting for the walking trail during non-daylight hours.
3. Outdoor walkways and courtyards will be of standard construction.

Section 15 –Miscellaneous

Section 16 –Joint Committee

Effective Date

Termination Date