

JULY 2000
MEMORANDUM OF UNDERSTANDING
BETWEEN THE NATIONAL TREASURY EMPLOYEES UNION
AND
THE OFFICE OF CHIEF COUNSEL, INTERNAL REVENUE SERVICE

This Memorandum of Understanding (also referred to as the July 2000 MOU) is an interim agreement between the National Treasury Employees Union (NTEU) and the Office of Chief Counsel, Internal Revenue Service, Department of the Treasury (Office) to provide coverage for Regional and District Counsel bargaining unit employees (field BU) under the Chapter 251 Collective Bargaining Agreement (251 CBA).

The parties agree that the following modifications to specific articles of the 251 CBA are necessary to make it applicable to the field BU:

- 1) Articles 23 and 24--Reassignments and Details: As a result of the pending restructuring in the Office, the parties recognize that these articles require significant revisions in order to make them applicable to the field BU. Therefore, the Office and NTEU agree to give these issues the highest priority in separate negotiations. The parties shall endeavor to complete these negotiations by October 8, 2000. Until negotiations are completed, Articles 23 and 24 will not apply to the field BU but field BU employees will continue to be covered by the CCDM provisions on details and reassignments and the Restructuring Agreement.
- 2) Article 33 - Grievance Procedure: Until October 8, 2000, all field grievances will first be filed with the grievant's immediate supervisor and then appealed at the second step to the District Counsel and appealed at the third step to the Regional Counsel. After October 8, 2000, this procedure will be revised to reflect the restructured organizational levels and copies of this revision will be provided to all relevant parties. A request for binding arbitration must be served on the Chief, Employee and Labor Relations Section, within 21 calendar days after receipt of the Step 3 decision. Grievances that were filed prior to the effective date of this July 2000 MOU are covered by the March 1999 MOU.
- 3) Article 35 - Arbitration: Sections 3 and 4(B) of the 251 CBA do not apply to the field. Additionally, the January 2000 *Agreement Regarding Arbitration Panels for Field Cases* (attached), will be applicable during the time this July 2000 MOU is in effect.
- 4) Article 37 - Union Rights: The provisions of Article 37 will apply to the field BU with the understanding that notice of formal discussions should be served on both the local Counsel steward and on the other NTEU representative designated by NTEU. National NTEU will provide the Chief, Employee and Labor Relations Section with this listing of appropriate NTEU contacts.

5) Article 39 - Stewards and Official Time: The provisions of Article 39 will be applicable to the field with the exception of Sections 1(B) and 2(H). The following additional language is also added: "Generally, there will be no more than two Counsel stewards for any field POD. Exceptions to this general rule must be approved by National NTEU and Counsel management at the National level. Stewards will be designated by the local NTEU Chapter President and the Chapter President has the responsibility to notify the Chief, Employee and Labor Relations Section of such designations by fax or email before the Office is required to provide official time to the representative. NTEU will be credited with a total of 2520 hours of bank time for use by field Counsel stewards during the life of this July 2000 MOU for the purposes set forth in Article 39, Section 2(F). Field Counsel stewards are required to report the use of official time and bank time to their managers using the attached form. The provisions of the 251 CBA on requesting official time and bank time will apply to field Counsel stewards."

Article 39, Section 2(I) will apply to the field BU as modified by the following provisos: "Face-to-face meetings are recommended for grievances, formal meetings, or other representational activities. However, the parties agree that where the grievant, the steward, and the management official are not physically co-located at the same POD, the parties will endeavor to find alternative solutions to meeting face-to-face, taking into consideration the circumstances and the resources of the Office. To the extent that face-to-face meetings for grievances, formal meetings, or other representational activities may be required, travel and per diem costs (if any) of Counsel employees who are NTEU representatives will be paid by the Office when the local parties agree that travel is appropriate. If there is no Counsel steward physically located at a POD, NTEU will designate a steward to provide union representation from the closest geographic location, if possible. "

6) Article 40 - Union Access to Facilities and Services: The provisions of Article 40 will apply to field PODs with the understanding that references to Chapter 251 and 1111 Constitution Avenue should be disregarded and that Sections 10 and 11 do not apply. Field Counsel PODs will provide the union, when available, with meeting space pursuant to Section 2 and will provide one-third (1/3) of each official bulletin board for its exclusive use in a POD. Where not otherwise available, the Office will provide a lockable file cabinet for the union's exclusive use in each POD and provide reasonable access to Government telephones and computers for labor-management activities. These activities will not include internal union business (i.e., elections or membership solicitation). The Office will distribute to newly-hired employees Section 3 announcement cards (these cards are to be provided by NTEU and appropriately omit the references to Chapter 251).

7) Appendix 6-1 - Outside Employment: For the purposes of Appendix 6-1, all references to IRS Rules of Conduct are revised to reflect the OGE rules and the Department of Treasury Supplemental Standards.

- 8) A task force will be established to determine, within a limited time frame, which advisory committees may need to be established for the field.
- 9) Where the 251 CBA, in the context of a specific article, references 1111 Constitution Avenue, the parties understand that such provisions are not applicable to the field BU.
- 10) Existing terms and conditions of employment for field BU that are not explicitly covered by the 251 CBA will continue in effect for field BU. NTEU will have the opportunity to receive notice of any changes to terms and conditions of employment for field BU and an opportunity to request briefings and to negotiate under the provisions of Article 45 of the 251 CBA.
- 11) This July 2000 MOU does not make any provisions of the 251 CBA applicable to the field BU to the extent that any such provisions are contrary to current law and regulations. This is in conformity with Article 2, Section 1 of the 251 CBA.
- 12) This July 2000 MOU shall become effective on the date of Agency head approval or upon the expiration of the 30-day period for Agency approval. This agreement will remain in effect until May 31, 2001. Thereafter, it will remain in effect unless either party serves the other with written notice of a desire to modify or terminate it. This notice must be served seven (7) calendar days prior to the MOU's expiration.
- 13) The Office agrees to distribute a copy of this agreement to all field BU as soon as possible after the date of signature. The parties also plan to train employees and managers on the provisions of this agreement as soon as possible.
- 14) The terms of this July 2000 MOU are not precedential and may not be relied upon by either party as justifying the same or similar terms in any subsequent negotiations.

Executed this 30th day of June, 2000.

For the National Treasury
Employees Union

Office of Chief Counsel

/s/ Michael B. Filler
Michael B. Filler
Director of Negotiations, NTEU

/s/ Richard J. Mihelcic
Richard J. Mihelcic
Associate Chief Counsel
(Finance & Management)

AGREEMENT REGARDING ARBITRATION PANELS FOR FIELD CASES
UNDER THE MEMORANDUM OF UNDERSTANDING BETWEEN
OFFICE OF CHIEF COUNSEL AND NATIONAL TREASURY EMPLOYEES UNION

1. The parties will have four panels of arbitrators. The panels will be geographically based on the four regions of the Office of Chief Counsel as those regions exist in January 1999 (Northeast Panel, Southeast Panel, Midstates Panel, and Western Panel).
2. Chief Counsel and NTEU will each nominate a total of five arbitrators for each panel. The parties will then be allowed to strike three names from the list so that the final list for each of these panels will be composed of four arbitrators.
3. Arbitration costs will be shared equally between the parties as provided for in Paragraph 5 of the MOU.
4. NTEU has the responsibility for contacting the Chief Counsel's office to arrange for an arbitrator to be selected. This contact will be made through the GLS National Office.
5. The arbitrators will be listed alphabetically for each panel. Cases will be assigned on a rotational basis to arbitrators on the panel by invocation date.
6. These interim procedures for selecting arbitrators will apply only during the MOU. All arbitration cases must be assigned to an arbitrator prior to the MOU being superseded by a new agreement. If any case is not assigned to an arbitrator within 10 work days after the MOU is superseded by a new agreement, the case will be considered withdrawn.

/s/ Colleen M. Kelley 1/28/00
Colleen Kelley Date
National President
National Treasury Employees Union

/s/ Susan Nieser 1/7/2000
Susan Nieser Date
Acting Chief,
Employee & Labor Relations
Office of Chief Counsel

1. Name of Steward/Official	2. Location	3. Year	4. Month
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DAY OF THE MONTH

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Bank Time																
Official Time																

Bank Time	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL
Official Time																

Remarks:

Instructions

- Time should be recorded in minutes. Each category should be totaled before submission to the Labor Relations Staff.
- Use of Time by the Union Steward/Official should be approved by you prior to its use. A steward must check with you prior to leaving the work area and must check back in upon return.
- Refer to the Steward and Official Time Article of Agreement for specific information on the types of activities that may be charged to bank time or official time.
- Questions regarding use of time should be referred to the Labor Relations Staff.
- This report must be furnished to the Labor Relations Staff in Room 4022 by the 5th workday of each month.

Signature of Manager: _____

Date: _____

Telephone Number: _____