

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE OFFICE OF THE CHIEF COUNSEL
AND
THE NATIONAL TREASURY EMPLOYEES UNION**

Preamble

The following constitutes the entire Memorandum of Understanding (MOU) between the Office of Chief Counsel (the Office or Counsel) and the National Treasury Employees Union (NTEU) (collectively the Parties) regarding new proposed Internal Revenue Service (IRS) Real Estate and Facilities Management (REFM) Counsel Space Standards in accordance with the Article 40 Side Letter agreed to by the parties on March 29, 2010, during NTEU/Counsel Term Negotiations.

The Article 40 Side Letter was agreed to by the parties to resolve NTEU's request for a briefing and to negotiate over Counsel Space Standards under Article 40, Section 13 of the parties' 2005 Negotiated Agreement. As documented in the Article 40 Side Letter Counsel advised NTEU that the new proposed REFM Counsel Space Standards were on hold due to other IRS-NTEU negotiations. Because the REFM Counsel standards had not been finalized the parties agreed that Counsel would provide NTEU a briefing that would include a tour of an office similar to the pending Counsel attorney office standards (including storage areas) and color plans of other bargaining unit work spaces that existing under the new proposed standards. The Article 40 Side Letter provided NTEU with thirty (30) days after the briefing to submit proposals.

On January 5, 2010, Counsel provided NTEU with the Article 40 Side Letter briefing. During that briefing Counsel advised that the Counsel REFM standards were still not finalized. But that even though those standards were not finalized Counsel was providing NTEU with the Article 40 Side Letter briefing, the current proposed Counsel REFM space standards, and the agreed upon tour of an office similar to the pending Counsel attorney office standards (including storage areas).

In order to implement the above described initiative, Counsel and NTEU agree upon the following provisions regarding the Article 40 Side Letter:

1. Counsel REFM Space Standards.

- a. Counsel and NTEU shall, along with REFM, discuss and attempt to mutually agree on new Counsel REFM Space Standards, office color scheme, using the parties' Labor Management Forum created pursuant to Executive Order (E.O.) 13522.

- b. If the parties' are unable to reach agreement using the Labor Management Forum process described in paragraph 1a within three (3) months from the start of the discussions the parties shall thereafter begin negotiations under Article 45 of the National Agreement.
- c. To begin the Article 45 process Counsel shall provide NTEU with Counsel's proposed Counsel REFM Space Standards, plans, drawings, and how and when they would begin to implement the standards (e.g., only implementing the standards when moving into a new space or restack or implementing the new standards in each Counsel Office across the country based on a specific schedule).
- d. In the interim Counsel shall provide National NTEU with monthly status updates progress of finalizing the Counsel REFM Space Standards.

2. **Definitions**

- a. Counsel shall adhere to existing (or if appropriate replacement) Article 40, Section 13a language regarding notice to the appropriate NTEU Representative and NTEU National of any plans to modify or alter office space, and/or move employees into new office.
- b. NTEU Representative is understood to be the Chapter President of the impacted bargaining unit employees and the NTEU Counsel Steward for the Chapter, unless the Chapter President has designated the NTEU Counsel Steward as the Chapter's point of contact for move notices.
- c. NTEU National is understood to be NTEU National President and the National Negotiator assigned to Chief Counsel.

3. **Flexiplace**

Space standards for NTEU Counsel bargaining unit employees will be based upon the standards agreed upon by the parties for the employee's job series and shall not be premised on whether an employee is eligible for or uses Flexiplace.

- 4. **Significant Problems**. If either Party becomes aware of significant unanticipated problems that arise following the implementation of this agreement, Counsel or NTEU will inform the other, and they will meet to discuss and resolve them as soon as possible.
- 5. **Re-opener**. The Parties may jointly open this MOU at any time or either Party may independently open it twelve (12) months after the date on which it becomes effective.
- 6. **Effective Date**. This agreement will become effective upon Agency Head Review or the 31st day after execution, whichever is first. Unless the Parties agree

otherwise during re-opener negotiations, the MOU will expire on one year from the date of execution or Agency Head Review.

For the Office of Chief Counsel

For NTEU

Wendy Lucas Pisman
Negotiator

Date

Date