

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INTERNAL REVENUE SERVICE
CINCINNATI ACCOUNTS MANAGEMENT, OPERATIONS 1 & 2
AND
NATIONAL TREASURY EMPLOYEES UNION CHAPTER 73
REGARDING SHARED WORKSTATIONS INITIATIVE**

Preamble:

This is an Agreement between the Internal Revenue Service (Employer) and the National Treasury Employees Union Chapter 73 (Union), collectively referred to as the Parties. The Parties consistent with the provisions of the National Agreement II, Article 47, negotiated this agreement. The provisions of this Agreement address the double encumbering or sharing of workstation of affected employees in the W&I Cincinnati, Service Center Campus, Accounts Management Operations 1 & 2 and do not constitute binding or non-binding precedent for any other double encumbered or share desk initiative. The Parties agree to address issues concerning the implementation of the shared workspace program, equipment storage, furniture, and seating arrangements through bargaining with NTEU. Only bargaining unit employees in the Cincinnati, Accounts Management, will be impacted by this initiative.

Introduction:

The Parties agree to address issues concerning the implementation of the shared workspace program, equipment storage, furniture, and seating arrangements through bargaining with NTEU. Only bargaining unit employees in the Covington Accounts Management will be impacted by this initiative

In order to implement the shared workstations initiative, the parties agree to the following:

Formal Meeting/Notice: At least ten (10) workdays prior to the implementation of this agreement, The Employer will hold formal meetings, for all impacted employees to announce this MOU pursuant to 5 U.S.C. 7114(a)(2)(A) and Article 8 of the parties 2012 National Agreement II (NAII). At these formal meetings, the Employer will explain the reason for the implementation of double encumbering / desk sharing initiative and answer any questions. Unanswered questions regarding this initiative will be noted and answered in writing within ten (10) workdays via electronic mail, to all impacted employees. The Union will be included in all responses to questions regarding this initiative. The Chapter and all employees affected by the proposed change will be given a copy of this MOU and any guidance/procedures no less than 5 calendar days before the meeting. These meetings may be held face-to-face, and may be held during regularly scheduled group meetings, in which case, notice to the union will be in accordance with Article 8; the union will also participate in these meetings. The Employer will make a reasonable attempt to schedule all impacted employees in a group setting if possible. Subject to managements right to assign work, impacted bargaining unit employee will be given time to review this MOU and any related material before the formal meeting. Impacted employees have a right to request to meet with the Union after the conclusion of the formal meeting and to do so in private. All employees making such request will do so in accordance with Article 9, Subsection 2P.

Notice: The Employer will provide the union and designated impacted employees who are required to physically move with notice as prescribe to under Article 15 of the National Agreement II. Management will make good faith effort to minimize overlapping of shifts between employees who share workstations.

Workstations: As part of this initiative, the parties agree that all impacted employees identified in this MOU will remain in their current size workstations. The parties reserve the right under Article 47 of the NALL, and subject to Article 11, Section 23, of NALL, to negotiate changes in desk size after completion of this initiative to the extent required by law.

Reasonable accommodation: In accordance with legal requirements and Article 27 of the NA II the provisions of such will apply to any employee with and or seeking a reasonable accommodation during this initiative. All accommodations made prior to this agreement will not be impacted by this initiative.

Credit hours/overtime: If an employee works overtime or credit hours and their assigned desk is not available because their desk partner is utilizing it, the employee will locate an available workstation and notify their manager of the location. When overtime is worked outside of the normal tour of duty for both employees and there is a shift overlap, the dayshift will occupy the workstations on the first week of the pay period and the night shift will occupy the workstations on the second week of the pay period.

CJE & AWS: The Employer does not anticipate changes to the employees' work, CJE or AWS as a result of this initiative. If changes need to be made the Employer will follow the provisions of the National Agreement II.

Coat Hooks & Keys: All shared workstations cubicles will be assigned two coat hooks and each employee assigned to the shared cubicle will be provided a key to lock up personal items in their assigned overhead and cabinet. The Employer will commit to supply these items within a reasonable period not to exceed six months from the effective date of the agreement.

Guidelines for all Workstations:

- 1) Employees must clear the common area at the end of their shift to make the workspace available for the next shift.
- 2) No work should be stored or locked in workstations
- 3) The computer is shared so it is imperative to keep the common area clean and free of personal items.
- 4) Employees must completely log off of the computer at the end of their shift.
- 5) Work contents used by the employee may remain on the desk side assigned to the employee.
- 6) Equipment problems including issues with computer settings will be promptly reported to the manager and the employee will submit an ERC ticket.
- 7) Employees are responsible to clean up prior to the end of their shift i.e., drinks, food.
- 8) All cleaning supplies will be provided by the agency.

Unanticipated Problems: If either party becomes aware of unanticipated problems that arise following the implementation of this initiative, the Employer or the Union will inform the other, and the parties will meet to discuss and attempt to resolve problems as soon as possible.

Adverse Impact: The Employer does not anticipate at this time any adverse impact on the working conditions of employment as a result of the implementation of this initiative; they will follow Article 47 to give notice to the other party, if appropriate, and bargain to the extent provided by law.

Reopener: Either party may reopen this Agreement any time after six (6) months from the date, the agreement is implemented. The parties may mutually agree to reopen this Agreement prior to that time

Effective Date and Termination: The effective date will be no sooner than thirty-one (31) days from execution or upon agency head review, whichever occurs first, and termination date will be concurrent with NAll unless extended by the parties pursuant to the language of the successor agreement to NAll. In the event of disapproval, the Union will have the option of renegotiating the entire Agreement. (Note made changes to include option to extend under the new national agreement)

For the Union:

For IRS:

Jacqueline S. Huff
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