

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NTEU CHAPTER 73 AND THE INTERNAL REVENUE SERVICE
REGARDING THE COURTYARD IN BUILDING A OF THE 4TH STREET
CENTER NON SMOKING AND
CLOSING INTERIOR ACCESS TO THE OUTDOOR SMOKING AREAS IN THE
BREEZEWAY BETWEEN BUILDINGS A AND B**

Introduction

The purpose of the memorandum is to memorialize the closing of the Courtyard area at the 4th Street Center to smoking and closing the indoor access to the two smoking areas in the breezeways between buildings A&B and providing alternative smoking areas at the 4th Street Center.

Background

Prior to this memorandum, these were the designated smoking areas at the 4th Street Center in Covington, KY;

- the Courtyard area in Building A,
- in two (2) smoking areas on the north and south sides of the breezeway between Buildings A and B,
- a smoking area on the southwest corner of Building B in Parking Lot H,
- a bench outside Door B3, and
- a bench outside between Door 18 and Door 21

Government regulations prohibit smoking inside an IRS structure and within 25 feet of a doorway or air vent. Smoking can no longer be permitted in the Courtyard and interior access doorways in the breezeway had to be closed to the smoking areas due to government regulations. The parties met to negotiate alternative areas where employees could smoke.

The parties agree that;

No smoking can take place in government buildings or within 25 feet of doors or air vents.

The Courtyard will become nonsmoking.

Three new designated smoking areas will be established and equipped with tables, ash trays and proper lighting for the area adjacent to the Cooling Towers in Parking lot B.

- The first is located by the DPS Mechanical building, next to Parking lot D
- The second is located by the cooling towers in parking lot B.
- The third is located 25 feet from Door 22

Interior access to the 2 breezeway smoking areas is eliminated. Employees will continue to be permitted to smoke in the areas but access to the areas can only be gained leaving the building and walking outside around to the smoking areas.

To make the smoking areas accessible from the outside half of the Plexiglas panels will be removed from both of the breezeway areas creating an entryway and exit way so employees can access from the outside.

Appropriate signs will be placed in the smoking areas where smoking is permitted. Each designated smoking area will be clearly identified. The designated smoking areas will be;

- The DPS Mechanical building,
- The Cooling Towers in Parking lot B,
- The area in Parking Lot H,
- The bench outside Door B3,
- The bench outside Doors 18,
- The area outside Door 22,
- In two (2) smoking huts on the north and south sides of the breezeway between Buildings A and B with exterior access only.

The parties also agree that;

- Upon agreement by the parties, additional smoking areas may be added and or deleted as the need arises.
- Smoking receptacles will be provided to keep the campus clean and free of litter.
- For employees interested in smoking cessation, "The Scene", VIC and the IRS Intranet will contain or show links to;
 - American Cancer Society
 - American Lung Association
 - Center for Disease Control
 - Smokefree.gov
 - Nicotine anonymous
 - The list is not all inclusive
- Employees can also get Smoking Cessation information via FOH Lunch and Learn sessions or meeting with the FOH nurse to discuss smoking cessation.

- Formal meetings will be held by management and NTEU using the guidelines outlined in Article 8 of the parties 2012 National Agreement with all impacted employees. All employees will receive a copy of this memorandum and a diagram outlining designated smoking areas prior to the date of the meeting and given a reasonable amount of time to review the information. Questions that cannot be answered during the meeting will be noted and answered and a response given to all employees in attendance at the meeting with NTEU included, within 7 workdays of the meeting.

If either party becomes aware of 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 attempt to resolve problems as soon as possible.

The parties may reopen this agreement any time after six months from the date the agreement is implemented by mutual agreement. The parties may mutually agree to reopen the agreement prior to that time.

The Employer does not anticipate at this time any adverse impact on the working conditions beyond those addressed herein. However, in the event that either party becomes aware of additional changes or unanticipated impact to conditions of employment as a result of the implementation of this memorandum, they will follow Article 47 to give notice to the other party, if appropriate, and bargain to the extent provided by law.

The MOU will become effective upon Agency head review or on the thirty-one (31) days after the date of execution, whichever is first and termination date will be concurrent with NAI unless extended by the parties pursuant to the language of the successor agreement to NAI. In the event of disapproval, the Union will have the option of renegotiating the entire disapproved agreement or the disapproved portion of the agreement, provided the parties have not agreed otherwise. The Union will respond to the agency requesting to renegotiate within twenty-one (21) days of notice of disapproval.

For NTEU:

For IRS:

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