

Memorandum of Understanding between the Alcohol and Tobacco Tax and Trade Bureau (TTB) and the National Treasury Employees Union (NTEU), Chapter 305 on the Training Management Order.

In accordance with the Collective Bargaining Agreement (CBA) between TTB and NTEU, Article 39, this agreement is conditioned on the following terms, mutually reached by the parties:

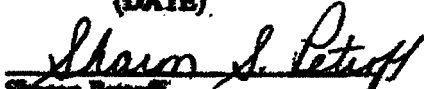
1. This Order will not be dated or effective for bargaining unit employees until the date that all persons sign the Memorandum of Agreement.
2. In determining the source of training for bargaining unit employees, consideration will be given to cost efficiencies and the effectiveness of the overall training in meeting the employee's training needs.
3. In accordance with Article 12 of the TTB/NTEU CBA, the employer will maintain information and furnish counseling and guidance about suitable and available in-Bureau or Bureau sponsored training resources. The employer will make available current listings of internal TTB sponsored courses to employees on the Training and Professional Development website.
4. The Training and Professional Development Division (TPD) will provide general information to all employees in a broadcast message regarding training and reimbursement for academic courses from an accredited college or university and information found in the Tuition Reimbursement Order. The TPD website will have a link to the Tuition Reimbursement Order.
5. In accordance with Article 12 of the CBA, in addition to the discussion of the employees annual training needs each employee will be provided with an opportunity to submit an individual development plan to his/her supervisor.
6. TPD will provide WebEx training on the Treasury Learning Management System (TLMS). TPD will schedule multiple sessions during a two week period by the end of calendar year 2010. TPD will schedule the training through TLMS, notify the employees of the availability of the course and allow them to sign up for available classes. Each class will have a maximum of 50 seats and minimum requirement of 5 seats. If any class does not have 5 people or more registered for the course at least 10 calendar days before the class start date, that class will be cancelled and employees will be given the opportunity to register for another date and time. This training will include instructions on how to log into the system, request a new password, complete an SF 182, sign up for internal scheduled offerings, how to take mandatory training offered through the TLMS, how to use their learning plan, and how to use the SkillSoft E-Learning Program. A point of contact will be provided for employees who may have technical difficulties during the training and if a portion of the training is missed during this period, the instructor will work with those employees to assure they received all the necessary material.

7. TPD will maintain and update a list of all the training managers and training coordinators on the Training webpage which includes names, telephone numbers and organization(s) of responsibility. TPD will send out a broadcast to all employees notifying them about the website including the URL.
8. Employees will be given a reasonable amount of time to commute to and from authorized training not available at the employees' official duty location.
9. In accordance with Article 12, at the request of the union, TPD will agree to meet up to twice a year with NTEU Chapter 305 representatives for the purpose of discussing training needs.
10. TPD will provide to all employees on the TPD website a listing of available training vendor websites which will give them access to each of the vendors' course offerings and schedules. The SkillSoft course listing is available on TLMS and TPD will include information on the TPD website on how to access the SkillSoft course listing.
11. In accordance with Article 7, Section 9 any time spent on training will not be considered a negative factor when evaluating an employee's performance. The time an employee spends on training activities which is not spent on the employee's critical elements will be taken into account when evaluating the employee.
12. Management will provide funding for all required training and or courses, including any courses necessary to meet the required professional certifications for their position as outlined in their position description. Employees will be allowed to take necessary courses and/or training in pay status, and their schedule will be adjusted to the times the courses and or trainings are offered, if necessary.
13. A broadcast e-mail will be sent to all employees to advise them of the new order and contain a link to the new order.

This agreement will become effective on the date the last person enters his/her signature below.


G. Mark Yankov
Interim President, NTEU Chapter 305

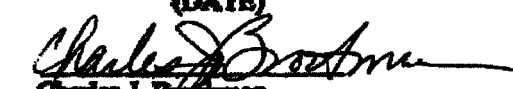
4/29/2010
(DATE)


Sharon Petroff
Chief, Steward, NTEU Chapter 305

4/30/2010
(DATE)


Susan Greenmore
Human Resources Director

4/29/2010
(DATE)


Charles J. Beckman
Director, Training and Professional
Development Division

5/3/2010
(DATE)