

Memorandum of Understanding between the Alcohol and Tobacco Tax and Trade Bureau (TTB) and the National Treasury Employees Union (NTEU), Chapter 305 on the Reorganization of the California, Northwest and Mountain Trade Investigations Division (TID) Offices


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) The Trade Investigations Division (TID) has determined that a realignment of three of its District Offices is necessary in order to make the Division more effective and efficient. TID's internal workload study indicates that in order to fulfill TID's mission more effectively, we need better investigator coverage in California which has more than 7,800 primary industry members. This figure represents 25% of the core industry members that TID regulates.
 - a. TID California will be renamed TID Western I and will consist of the California counties Marin, Solano, Sacramento, Placer and all other California counties south of this boundary. TID Western I will also consist of the State of Nevada. Any investigator whose current Post of Duty (POD) is located in the above territory will report to the current TID California District Director (new TID Western I District Director).
 - b. TID Northwest will be renamed TID Western II and will consist of California counties Sonoma, Napa, Yolo, Sutter, Yuba and Nevada and all other California Counties north of this boundary. TID Western II will also consist of the States of Alaska, Washington, Oregon and Hawaii. Any investigator whose current POD is located in the above territory will report to the current TID Northwest District Director (new TID Western II District Director).
 - c. TID Mountain will consist of its existing states with the addition of Montana, Idaho, Utah, and Arizona. Any investigator whose current POD is located in the above territory will report to the current Mountain District Director.
 - d. The TID Seattle Office in the Northwest District will close. TID Western II will be co-located in Sacramento with TID Western I.
 - e. Each investigator will report to one specific supervisor.

- (2) All affected TID employees understand that they will have to execute a new Flexiplace Agreement with their new supervisor as soon as assignment to the new supervisor is effective.
- (3) No geographical moves will be required of any of the affected TID employees by the agency without prior notification and opportunity to negotiate by the union.
- (4) TTB and NTEU agree to participate in accordance with Article 29 and 39 for all future Employer decisions to move, co-locate, open a new office, expand, or contract any office in the agency affecting any bargaining unit employees.
- (5) The Director of TID will schedule a meeting with the affected employees and will offer the NTEU the first hour block of time to talk with the affected bargaining unit employees.
- (6) This agreement will become effective on the date the last person representing the parties to this agreement signs below.

FOR THE UNION:

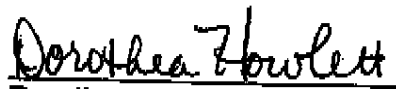
FOR MANAGEMENT:


 G. Renee Yankey, Interim President
 NTEU Chapter 305


 Susan I. Greemore, Director
 Human Resources Division

March 4, 2009
 Date

March 4, 2009
 Date


 Dorothea Howlett, Secretary
 NTEU Chapter 305


 Robert M. Angelo, Director
 Trade Investigations Division

March 4, 2009
 Date

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 Date