

COMMUNICATION AND CONSULTATIVE AGREEMENT

Between
The Internal Revenue Service
And
Professional Managers Association

A. BACKGROUND

Pursuant to 5 C.F.R. Part 251, this Communication and Consultative Agreement (“Agreement”) establishes the communication and consultative relationship between the Internal Revenue Service (“IRS”) and the Professional Managers Association (“PMA”). The IRS and PMA are collectively referred to herein as “the Parties.”

B. PARTIES

IRS is a federal agency, and bureau of the Department of the Treasury.

PMA is a nonprofit organization, organized as an association, and not a labor organization, as defined under 5 C.F.R. § 251.103(c). PMA represents federal managers, management officials, supervisors, and other non-bargaining unit employees on matters related to federal agency operations, provides information, views, and services that contribute to improved federal agency operations, personnel management, and employee effectiveness, and promotes leadership excellence throughout the federal service. PMA’s membership is primarily composed of federal supervisory and/or managerial personnel, and has sufficient IRS membership to ensure worthwhile dialogue with executive management. [5 C.F.R. §§ 251.101(b),(d),(e), 251.102(a), 251.103(a),(b), 251.201(a)]

C. PURPOSE

Per 5 C.F.R. § 251.101(c), the purposes of this Agreement are: the improvement of IRS operations, personnel management, and employee effectiveness; the exchange of information, including ideas, opinions, and proposals; and the establishment of policies that best serve the public interest in accomplishing the mission of the IRS.

D. RESPONSIBILITIES

In fulfilling the objectives of 5 C.F.R. Part 251 and this Agreement, the Parties agree to participate and be responsible for the following.

1. Pursuant to 5 C.F.R. § 251.201, the IRS agrees to:
 - a. Include supervisors and managers in the decision-making process, and notify them of executive-level decisions on a timely basis [5 C.F.R. § 251.201(a)];
 - b. Establish and maintain a system for intra-management communication and consultation with its supervisors and managers so that individual supervisors and

managers may more effectively partake in executive-level decision-making [5 C.F.R. § 251.201(a)];

- c. Not to preclude or discourage supervisors and managers from voluntarily joining in groups of associations, like PMA [5 C.F.R. § 251.201(c)]; and
 - d. To work with PMA to establish a consultative relationship with the objective to develop initiatives to enhance the managerial effectiveness and the working conditions of supervisors and managers at the IRS, and aid in the identification and resolution of problems affecting IRS operations and employees, including those with its supervisors and managers. [5 C.F.R. § 251.201(b)]
2. Pursuant to 5 C.F.R. § 251.202(a), the IRS agrees to provide the following support services to employee members of PMA when warranted:
- a. To permit employees to use of IRS equipment when appropriate, and/or administrative support services for preparing papers to be presented at conferences or symposia or published in journals;
 - b. To pay the expenses of employees, including travel and per diem, subject to operational workload and funding availability, and paid by the Business Operating Division, to attend PMA and professional organization meetings when attendance is for the purpose of employee development or directly concerned with IRS functions or activities, and IRS can derive benefits from employee attendance at such meetings, using IRS's authority under 5 U.S.C. §§ 4109-10 to do so; and
 - c. To follow a liberal policy in authorizing excused absence for other employees who are willing to pay their own expenses to attend PMA and professional association or other organization meetings from which the IRS could derive some benefits.
3. Pursuant to 5 C.F.R. § 251.202(b), the IRS agrees to provide the following government resources to support PMA when warranted and in accordance with appropriate General Services Administration regulations in title 41 of the Code of Federal Regulations:
- a. To permit PMA's use of available space at IRS facilities, including conference rooms, unoccupied offices, cafeterias, and similar IRS owned or leased space, for meetings, provided it does not interfere with the normal operations or functions of IRS's mission; and
 - b. To permit PMA's use of IRS bulletin boards, internal IRS mail distribution systems, web-based internal communications (e.g., IRS Source, iManage, IRS Headlines Leaders' Alerts, SHOTs, etc.), electronic bulletin boards, and other means of informing IRS employees about meetings and activities, provided it does not interfere with the normal operations or functions of the IRS's mission and complies with Internal Revenue Manual 1.10.3, Standards for Using Email.

4. In addition to the support services and government resources under 5 C.F.R. Part 251, IRS agrees to provide the following to employee members of PMA:
 - a. Duty time for PMA's National President to fulfill the responsibilities of that role, limited to a maximum of 50%, and in accordance with an interagency personnel agreement, where applicable;
 - b. Duty time for PMA's National President, or for another PMA representative when PMA's National President is unavailable, to attend consultative meetings with IRS;
 - c. Duty time for PMA's National Board Members to attend PMA's annual meeting; and
 - d. Duty time for PMA's National Board Members and Chapter leaders for other PMA activities when attendance is authorized by their supervisors, they do not devote substantial periods of duty time for such purposes, and the official business of IRS is not disrupted.
5. Pursuant to 5 C.F.R. § 251.102, PMA understands it is not to engage in the following:
 - a. Discriminate in terms of membership or treatment because of race, color, religion, sex, national origin, age, or handicapping condition [5 C.F.R. § 251.102(b)];
 - b. Assist or participate in a strike, work stoppage, or slowdown against the government or the IRS or to impose a duty or obligation to conduct, assist, or participate in such strike, work stoppage, or slowdown [5 C.F.R. § 251.102(c)]; and
 - c. Advocate the overthrow of the constitutional form of government. [5 C.F.R. § 251.102(d)]

E. NON-ENDORSEMENT

The Parties agree that the IRS's compliance with the terms set forth in Section D, does not create federal sponsorship, sanction, and/or endorsement of PMA or its activities. [5 C.F.R. § 251.202(b)]

F. PROHIBITION ON NEGOTIATIONS & CONSULTATIONS

The Parties agree that their communications and consultations shall not involve negotiations or consultations regarding the conditions of employment of bargaining unit employees, which is reserved exclusively to labor organizations as provided for in 5 U.S.C. Chapter 71. [5 C.F.R. § 251.101(d)]

G. FULL AND COMPLETE AGREEMENT

The Parties agree that this Agreement constitutes the full and complete agreement between the IRS and PMA.

H. AMENDMENTS

The Parties agree that this Agreement may be altered, amended, or modified by a further written document signed by the Parties, to include an amendment or modification for IRS to provide additional resources under this Agreement.

I. TERMINATION

The Parties agree that this Agreement may be terminated at any time by either party upon a 60-day written notice.

J. EXECUTION IN COUNTERPARTS

The Parties agree that this Agreement may be signed in counterparts, each of which shall constitute an original, and, when taken together as a whole, comprise of a fully executed agreement.

K. EFFECTIVE DATE

This Agreement shall become effective upon the last required signature identified below.

FOR PMA:



Chad Hooper
PMA Executive Director

FOR THE IRS:

Keith A.
Walker

Digitally signed by
Keith A. Walker
Date: 2021.08.20
08:27:29 -04'00'