

## SETTLEMENT AGREEMENT

In full and complete settlement of all claims related to or arising out of the national grievance that the National Treasury Employees Union (NTEU or Union) filed with the Internal Revenue Service (Agency or management) on October 14, 2014, pursuant to Article 42, Section 4 of the Parties' 2012 National Agreement II (NA II), alleging that the Agency failed to comply with the terms of the Memorandum of Understanding entered into by the Parties on July 18, 2012, concerning the Single Entry Time Reporting system (SETR MOU), the Parties agree as follows:

1. The Parties acknowledge that, prior to the execution of this Agreement, the Parties conferred regarding communications that the Agency determined to issue to its managers regarding bargaining unit employees' self-input of time into the Single Time Entry Reporting system (SETR). Those communications are incorporated into this Agreement as Appendix A.

2. The Agency has determined to publish the communications about which the Parties conferred (referenced in paragraph 1 above) in a Leader's Alert.

~~3. The Agency agrees that within seven (7) work days of the execution of this Agreement, it will provide the communications referenced in paragraphs 1 and 2 above for publication in a Leader's Alert.~~

4. The Agency agrees to provide employees a window of forty-five (45) days (initial claim period) to present evidence of adverse impact resulting from management's failure to follow the SETR MOU, including but not limited to evidence that an employee's performance appraisal issued on or before the effective date of this Agreement is inconsistent with the terms of this Agreement or the SETR MOU. The forty-five (45) day period will begin upon the effective date of this Agreement. NTEU has the sole responsibility to solicit and/or obtain evidence of adverse impact. Management has determined, and NTEU agrees, to any such claims as follows:

a. NTEU will submit claims in writing to Senior Labor Relations Specialist, James Granello;

b. management will make reasonable efforts to respond to NTEU in writing within forty-five (45) days of receipt of each claim;

c. management's response will state whether a claim is approved or denied and, if denied, the reasons for the denial; and

d. prior to the issuance of any denial, management may invite NTEU to meet telephonically to discuss the merits of a claim prior to the issuance of a written denial.

5. Nothing in this Agreement is intended as a waiver of NTEU's right to challenge a bargaining unit employee's 2015 annual performance appraisal under Article 12 of the NA II, including wherein the NTEU is challenging whether a bargaining unit employee's

performance appraisal is consistent with the terms of the SETR MOU or this Agreement. For such claims, management has determined and NTEU agrees as follows:

- a. for appraisals issued on or before the effective date of this Agreement where the Union alleges adverse impact resulting from management's failure to follow the SETR MOU, the procedures of paragraph 4 of this agreement will apply. However, the only issues to be considered will be whether there is adverse impact resulting from management's failure to follow the SETR MOU. If NTEU wishes to challenge an appraisal on other grounds, they must follow the negotiated grievance procedure set forth in Article 41 of the Parties' NA II and may simultaneously notify Mr. Granello of the alleged SETR MOU violations. The Agency agrees that Mr. Granello will coordinate with local management provided that such allegations are timely brought to his attention; and
  - b. for appraisals issued after the effective date of this Agreement and not covered by the initial claim period, NTEU must follow the negotiated grievance procedure set forth in Article 41 of the Parties' NA II or its successor provision which may be applicable at the time and may simultaneously notify Mr. Granello of the alleged SETR MOU violations. The Agency agrees that Mr. Granello will coordinate with local management provided that such allegations are timely brought to his attention while the SETR MOU is still in effect.
6. If management denies a claim presented pursuant to paragraph 4 above, NTEU may appeal the denial consistent with the terms of Article 43 of the Parties' NA II or its successor provision which may be applicable at the time. The Parties acknowledge that the Agency does not waive any procedural and/or substantive defenses to any claim or arbitration invoked pursuant to this Agreement. The Parties further acknowledge and agree that in any arbitration invoked pursuant to this Agreement, under no circumstances will the Union raise and the Agency be compelled to litigate a claim of an unfair labor practice regarding the SETR MOU raised in the matter settled hereby. If management denies a grievance filed under paragraph 5 above, NTEU may follow the negotiated grievance procedure set forth in Article 41 of the Parties' NA II or its successor provision which may be applicable at the time.
7. NTEU agrees that the national grievance and invocation of arbitration filed on October 14, 2014, are withdrawn with prejudice upon the signing of this Agreement.
8. Except for pursuing enforcement of this Agreement and as expressly provided herein, the Union waives any right to pursue and withdraws with prejudice any and all claims against the Agency, its current or former employees, its agents or representatives, regardless of the stage of processing and whether or not yet filed, for any matters relating to or arising out of the matters settled hereby; if the Union attempts to pursue any such claims, a copy of this Agreement will serve as an indication of a withdrawal with prejudice of any disputes or claims as described in this paragraph and/or as grounds for dismissal thereof.
9. The Parties agree that each Party will each bear its own costs and expenses incurred in the matters settled hereby, and will equally split fees for arbitrator services, if

any. The Union affirms and agrees that, pursuant to this Agreement, it is not entitled to any attorneys' fees, costs or any other monetary compensation, however designated, for the matters settled hereby.

10. Except as expressly provided for in this Settlement Agreement, the Union waives any and all rights to seek any other remedies for any matters arising out of or related to the matters settled hereby.

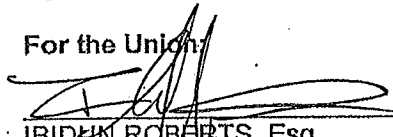
11. This Agreement is entered into for the Parties' mutual benefit and for the sole purpose of resolving all issues and disputes related to the adjudication of the matters settled hereby and is non-precedential. Furthermore, this Agreement does not constitute and shall not be construed as an admission or concession by the Agency of any violation of any law, rule, regulation, or collective bargaining agreement. Furthermore, this Agreement shall not be used as a basis by NTEU or employees to seek or justify similar or different terms in any other matter, including before the Agency. Nothing in this Agreement will be interpreted to require the Agency to offer or agree to similar terms in any other matter.

12. This Agreement becomes effective on the date of the last signature below. Furthermore, this Agreement, totaling seven (7) pages, including Appendix A, represents the complete understanding of the Parties, and no other promises or modifications to this Agreement are enforceable unless agreed to in writing and signed by the Parties.

*E.R. 4/16/15*

*RE 4/16/15*

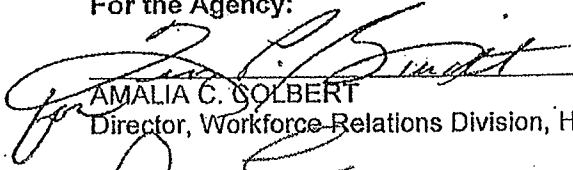
For the Union:



IBIDUN ROBERTS, Esq.  
National Treasury Employees Union

*4/8/15*  
Date

For the Agency:



AMALIA C. SOLBERT  
Director, Workforce Relations Division, Human Capital Office

*4-7-15*  
Date

  
RUSS E. EISENSTEIN  
Senior Counsel (GLS)

*4-7-2015*  
Date

## Servicewide Internal Communications Story Submission Template

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**Vehicle:** Leaders' Alert

**Publication date(s):** TBD

**Contact Info:** Lorretta Saines-Gibson, Memphis Payroll Center

**AWSS Communications C&L Contact:** Micah Festerly

### Article copy

**Headline:** Employees who self-input their time aren't required to submit timesheets

**Teaser:** Review the SETR self-input agreement.

#### Article text:

As a reminder, you shouldn't request any timesheets or source documents from your employees who self-input time in SETR. Employees who input their time in SETR are not required to submit a Form 3081 or other paper timesheets.

If your organization uses other applications, such as IMS and ATTS, you shouldn't require your employees to use the Form 3081 feature in those systems to report their time.

Only employees who meet an [exception](#) (.pdf) to self-input may use the Form 3081 feature within the time-reporting application.

Employees must adhere to the local time reporting deadlines per the [Self-Input Memorandum of Understanding](#) (.pdf).

#### No 7114 meetings are required.

Review the [SETR Self-Input Implementation Guide](#) (.pdf) and [Frequently Asked Questions](#) to ensure your compliance with the MOU.

If you need help, submit a service request through [OS GetServices](#) or call the ERC (866-743-5748, option 1 or TTY: 866-924-3578).

SETR FAQs  
General SETR FAQs

1. **What is SETR?**  
Single Entry Time Reporting System is a computer-based system that allows the reporting of time and attendance.
2. **Why are we moving to employee self-input of time in SETR?**  
Since 2005, employees have had the ability to voluntarily input their own time into SETR. SETR is enhanced to meet all regulatory requirements to facilitate paperless T&A reporting. IRS proposed mandatory employee self-input of time in SETR and negotiated the change with NTEU resulting in a [Memorandum of Understanding](#).
3. **What are the benefits of employee self-input of time in SETR?**  
Employee self-input of time in SETR results in fewer errors and T&A Corrections. It reduces the need for a paper timesheet, which saves the government time, money and helps the environment. Employees are able to view their own leave usage and track balances in a convenient and secure system. Managers review, validate and electronically sign/approve employee time online.
4. **Is it mandatory that I do my own SETR input?**  
Yes. Employees are required (with few exceptions) to input their own time into SETR rather than submit their time manually on the Form 3081 or other source document.
5. **If I fail to input my time in SETR will this affect the pay of other employees within my unit?**  
No. Failure to input your time will not affect the employees within your unit it will only affect your time. Supervisors are unable to sign time until all time entries are validated successfully (no errors) for employees in their group.
6. **Are there any exceptions to employee self-input of time in SETR?**  
Yes. Employees that do not have an IRS-issued computer will continue to submit their time to their manager or designee via the Form 3081 or other source document. Additional exceptions to employee self-input of time in SETR include:
  - New hires (until completion of training and SETR access provided)
  - Hardships (determined on a local case-by-case basis i.e. ASPECT, MEPS)
  - Reasonable Accommodation
  - When an employee is unable to access SETR (i.e. technical difficulties, system outages)
7. **If I self-input my own time in SETR, do I still have to complete a paper Form 3081, Employee Time Report?**  
No. Forms 3081 (or other paper timesheets/source documents) are not required (and should not be requested by managers) when an employee self-inputs time directly into the Single Entry Time Reporting (SETR) System.

8. **Can my manager require me to input SETR at a public computer, not my IRS-issued computer?**  
No.
9. **How often am I required to enter my time into SETR?**  
See #12. Employee self-input of time in SETR only changes the manner that employees report their time – electronically in SETR versus manually on a timesheet. Employees should follow their locally established time reporting requirements.
10. **If my supervisor will be out of the office, does my SETR submission deadline change?**  
No. However, in rare circumstances, you may be asked by your supervisor's designee to input time in a manner consistent with other locally established time reporting requirements.
11. **If I am not required to self-input due to the exception, will Form 3081 have to be maintained for six years?**  
No. SETR T&A records are maintained electronically for seven years in TAPS.
12. **If I input my time into SETR, do I also have to complete the Form 3081 in IMS or ATTs?**  
No. Although you must continue to input into IMS, ATTS or any other application used by your business unit, the Form 3081 feature in those applications is discontinued.
13. **Will employees be provided additional time to input their time in SETR?**  
Employee Self-Input of Time into SETR only changes the manner that employees report their time (i.e. electronically in SETR versus manually on a Form 3081). Accordingly, employees will continue to be granted a reasonable amount of duty time to complete their time reporting responsibilities.
14. **Will I be provided time to review the MOU and any guidance before I'm required to input in SETR?**  
Yes. Employees will be granted sufficient time to review the MOU, SETR job aid and FAQs, which are available on the Employee Resource Center. The ERC is also available for all SETR-related inquiries.
15. **How will employee self-input of time in SETR impact my job?**  
Employee self-input of time in SETR only changes the manner that employees report their time – electronically in SETR versus manually on a timesheet. Locally established time reporting requirements are not impacted by this initiative. For example:
- | <b>Before</b>  | <b>After</b>   |
|--|--|
| employees complete a timesheet and submits it to their manager or designee by COB every Thursday | employees log-on to SETR and self-inputs their time by COB every Thursday  |
| manager or designee collects timesheets and inputs time in SETR for the workgroup                | manager or designee collects timesheets for employees with exceptions and inputs time in SETR for those employees only |
| manager or designee reviews completed timesheets and compares                                    | manager or designee reviews employees' self-input in SETR for  |

to SETR for accuracy

accuracy

**16. Will training be available for employees?**

Job Aids have been developed on the use of SETR and additional guidance is available on the [ERC](#).

**17. What is Exception Time Reporting?**

ETR is a tool used to create a time and attendance template that will automatically populate the Time Entry screen each week, thus saving additional resources.

ETR is most effective for those employees who report time to a limited number of OFP codes each pay period. Employees may use this feature of SETR to pre-post their regular work hours and/or future leave.

In-depth information on how ETR works, such as how to add an ETR account and the benefits of ETR are found in the SETR Help screens.

**18. I'm planning to be on leave for a few weeks. Am I able to pre-post my time in SETR?**

Yes. Employees can use the Exception Time Reporting feature in SETR to pre-post time for the next pay period.

If an employee has the need to pre-post their time for more than two weeks in advance (i.e., due to extended leave), the employee would complete timesheets in advance and submit to their manager or designee for the reporting period(s).

**19. If an employee is required to estimate or pre-post their time, i.e., the submission deadline is prior to the end of an employee's tour or work week, can an employee make corrections without receiving a negative evaluation/recordation?**

Paragraph 4 of the MOU requires employees to submit time and attendance corrections in a timely manner. Unintentional errors or omissions should not result in adverse impact unless such conduct can be shown to constitute intent to falsify time, defraud the Service, or otherwise violate IRS policy, law, rule, or regulation).

**20. The National Agreement II requires leave to be taken in fifteen minute increments. Is SETR formatted to accommodate this input?**

Yes. Your tenths of an hour i.e., .2, .4 will be automatically converted up or down to the quarter-hour increments used for Time and Attendance purposes. However, if you take **leave** in quarter hour increments you **MUST** post the leave using the following rule to ensure your leave balance is calculated correctly. The conversion chart below provides how leave should be input in SETR.

**Time Conversion Chart**

<b>Paper F3081</b>	<b>SETR F3081</b>	<b>Standard</b>
.25	.3	15 mins
.50	.5	30 mins
.75	.7	45 mins

## 21. I am not a current SETR user, how do I get access to SETR?

### New Users (Employees)

You are a **New User** if you **DO NOT** have TAPS access. Visit the [Online 5081 Website](#) and submit a **Request Access to an Application** for **TAPS/SETR (TAPS)** to get a TAPS User Name and Password. (SETR is a module within TAPS).

- Select **Initiate a Personal 5081** and **Request Access to an Application**.
- Type **TAPS/SETR** under **Look For** and click **Find Now**. Highlight the selected application and click **Save** and **Continue**.
- Specify in **Special Instructions** the module(s) (i.e., SETR) and the access level(s) you need. Include **Individual** for self-only input. Specify the **Level 2 and Level 3 Orgcode(s)** for Org or Family access.
- You will receive an email once your access has been granted.
- You must login to OL5081 and sign the 5081 in order to get your User ID and password.

### New Users (Contractors/Interns)

- Manager must add the contractor/intern manually into OL5081.
- **Initiate a Personal 5081** and **Request Access to an Application**.
- Type **TAPS/SETR** under **Look For** and click **Find Now**. Highlight the selected application and click **Save** and **Continue**.
- Specify in **Special Instructions** whether Contractor or Intern. Include the module(s) (i.e., SETR) and the access level(s) you need. Specify the **Level 2 and Level 3 Orgcode(s)** for Org or Family access.
- You will receive an email once your profile has been updated.
- You must login to OL5081 and sign the 5081 in order to get your User ID and password.

### Returning TAPS Users

You are a **Returning TAPS User** if you have already established a TAPS password.

- Enter your **User Name** or SEID and **TAPS** password.
- Click on the **Login button**; the Main Menu is displayed.
- If you encounter problems, select **Forgot Your Password** and follow the prompts, OR
- **Initiate a Personal 5081** and **Reset Application Password**.
- Type **TAPS/SETR** under **Look For** and click **Find Now**. Highlight the selected application and click **Save** and **Continue**.
- Specify in **Special Instructions** that you need your password unlocked and/or reset.
- You will receive an email once your password has been reset.
- You must login to OL5081 and sign the 5081 in order to get your User ID and password.

### Modify Your Profile

- **Initiate a Personal 5081** and **Modify Application Profile**.
- Type **TAPS/SETR** under **Look For** and click **Find Now**. Highlight the selected application and click **Save** and **Continue**.
- Specify in **Special Instructions** the module(s) and the access level(s) you need. Include **Level 2 and Level 3 Orgcode(s)** for Org or Family access.



- You will receive an email once your profile has been updated.
- You must login to OL5081 and sign the 5081 in order to get your User ID and password.

**22. What do I do if my SETR account is ever locked?**

If you lock your account you should be able to unlock your password yourself.

See [SETR Alert 2011-001](#) for User Self Help/Password Reset functionality.

**23. Where do I go for assistance if I have a problem or question?**

Your first point of contact should be your manager or your SETR coordinator.

If they cannot assist you, you can contact a SETR representative by calling the ERC (866-743-5748, option 1 or TTY: 866-924-3578), or you can submit an [OS GetServices](#) Service Request.