

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. DEPARTMENT OF LABOR,

**THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL
12,**

THE NATIONAL COUNCIL OF FIELD LOCALS, AFGE, AFL-CIO

AND

THE NATIONAL UNION OF LABOR INVESTIGATORS

This Memorandum of Understanding (MOU) is entered between the U.S. Department of Labor (“DOL” or the “Department”), the American Federation of Government Employees, Local 12 (“Local 12”), the National Council of Field Labor Locals, NCFLL-AFGE, AFL-CIO (“NCFLL”), and the National Union of Labor Investigators (“NULI”) in accordance with the applicable provisions of the DOL-Local 12, DOL-NCFLL, and DOL-NULI National Agreement.

SUBJECT

This MOU concerns the reduction in appropriations for the remainder of Fiscal Year 2013 due to a potential government sequestration. If funding is continued at the same as, or near, the sequestration level, this MOU remains in effect for the balance of FY 2013. If there is any funding legislation for FY 2013 which would cause the Department to change agency(s) work plans, the Department will notify the three DOL unions who would retain their right to bargain these changes.

BACKGROUND

The Department, Local 12, the NCFLL, and NULI enter into this MOU to achieve the most effective appropriate arrangements and procedures possible to serve the interest of the bargaining unit employees due to conditions imposed by a government sequestration.

TERMS OF AGREEMENT

1. Employee Performance Standards

- a. Bargaining unit employees will not be adversely impacted in their performance appraisal due to furloughs.
- b. Agencies are expected to inform all employees of any changes to agency plans or priorities caused by sequestration.
- c. During the mid-year employee performance meeting, supervisors of employees who are being furloughed will review and discuss with the employee whether and how the employee’s performance standards will be

impacted by sequestration. The manager and the employee will complete the Employee Notice Regarding FY13 Performance Plan attached as Appendix A.

- d. The three DOL Unions will have up to 60 days after a sequestration order is issued to request bargaining for any agency to address employee performance standards impacted by sequestration, in accordance with the applicable collective bargaining agreements.

2. Implementation of Furloughs

- a. Notices of proposed furloughs may be served by email, except in cases where the affected employee is on long term leave, in which case the notice will be mailed to the employee's last known address. The employee will have seven calendar days to respond to the proposal. The Department may designate a single official to issue all proposals and another official to issue all decisions. However, employees will submit replies to a designated reply official who will summarize and make recommendations to the deciding official. Replies will be handled in accordance with the applicable collective bargaining agreement of the three DOL Unions. Employees who wish to give oral replies are not guaranteed a face-to-face meeting with the designated reply official, but may make such replies by telephone, video teleconference or similar technology.
- b. Employees may request a specific schedule for furlough days subject to management approval based upon mission and workload considerations. Reasonable efforts will be made to accommodate such requests, but the continuity of agency operations will be given priority. Supervisors will not summarily deny Mondays or Fridays as furlough days. Any denial of selected dates must be provided in writing to the employee within five (5) workdays.

In the event that multiple employees have competing demands for the same furlough days, this dispute will be resolved on the basis of seniority, in accordance with the applicable collective bargaining agreements. It is expected that scheduling of furlough days will be finalized within 25 calendar days of the issuance of the proposal notice. All employees are required to use at least half of their scheduled furlough days prior to the end of Pay Period 14, or by July 13, 2013. Employees who are currently on long-term leave may substitute such leave for furlough days and the days will be coded as furlough days.

- c. A furlough day equals eight hours. Furloughs will be served in increments of no less than four hours. Employees on part-time schedules will serve a

prorated number of furlough days. Thus, an employee working 20 hours per week (40 hours per pay period) in a unit subject to four furlough days would serve only two furlough days.

- d. Employees on a flexi-time schedule may earn credit time during a pay period that includes furlough days.
- e. Furloughs will be based on an employee's official position of record. Thus, an employee assigned to a unit subject to four furlough days who is on detail to a unit subject to two furlough days is required to take four furlough days, regardless of whether the detail is reimbursable.

3. Financial Issues

a. Fitness Subsidy

If funding for the balance of FY 2013 remains at or below the sequestration level the Department will discontinue providing the Fitness Subsidy for eligible DOL employees effective April 1, 2013. Eligible DOL employees currently receiving the subsidy will be notified in March 2013 of this action.

b. Transit Subsidy

Eligible DOL employees will continue to receive the Transit Subsidy, in accordance with existing policy and procedures. The current monthly transit subsidy of \$125 a month will be maintained for the balance of FY 2013.

c. Child Care Subsidy

Eligible DOL employees will continue to receive the Child Care Subsidy, in accordance with existing policy and procedures.

d. Outside Employment

The existing rules covering outside employment will apply during periods of furlough. DOL employees will receive information and guidance regarding ethics rules for obtaining outside employment during periods of furlough. This information and guidance will also be provided electronically through DOL e-mail or on the DOL websites (DOL.gov and LaborNet). The DOL Ethics Officer remains available for consultation.

e. Awards

1. The Department will freeze performance awards for all DOL employees in FY 2013. Due to the implementation of this freeze, as an appropriate arrangement to recognize employees' work the Department agrees to the following:
 - a. An employee who receives a rating of record of Exemplary will receive a time off award of not less than three days.
 - b. An employee who receives a rating of record of Highly Effective should normally receive a time off award of not less than two days.
 - c. An employee who receives a rating of record of Effective should be considered for a time off award of not less than one day.
2. Career Ladder Promotions and Within-Grade Increases will continue in accordance with existing policy and procedures.

f. Voluntary Early Retirement Authority (VERA)

If DOL is granted authority to offer VERA from OPM, it will offer VERA to all eligible DOL employees.

g. Unemployment Insurance

The Department will pursue short term compensation (STC) for furloughed employees in the states where this program exists. The Department will provide information to the employees as received.

4. Labor Relations Related Issues

- a. All time frames in the collective bargaining agreement, including but not limited to, time to file grievances, requests to bargain, invocations to arbitration, and responses to proposals, will be extended for every day the employee, the steward or the manager is on furlough during the relevant period.
- b. Employees will be granted up to four hours official time to prepare a reply to a proposed furlough notice.

- c. A union representative will be granted official time to discuss and/or assist a bargaining unit employee in the filing of a reply to a proposed furlough notice.
- d. Unless specifically noted herein, nothing in this MOU shall supersede and/or negate any parts of the collective bargaining agreements for each of the three DOL Unions.

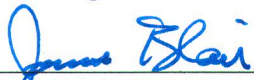
5. **Cost Savings**


The Department will ensure that appropriate controls are in place to prevent the increased use of contractors to perform work due to any restrictions on hiring. Agencies should bear in mind the statutory restrictions contained in 10 U.S.C. 2461 and 41 U.S.C. 1710 on the conversions of functions from performance by Federal employees to performance by contractors.

This agreement is entered into on a onetime non-precedent setting basis and will terminate on September 30, 2013 (end of Fiscal Year 2013), unless extended by mutual agreement of all parties.

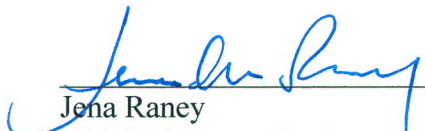
For the Department


Sydney Rose
Chief Negotiator

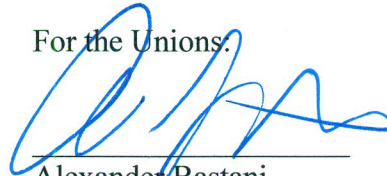

James Blair
Office of the Solicitor

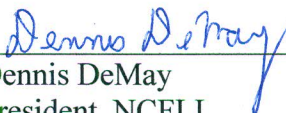

Shawn K. Hooper
OASAM HRC

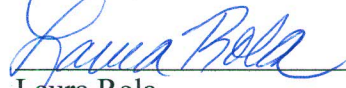

Kimberlee Proctor
OASAM HRC

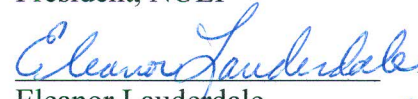

Jena Raney
OLMS, Western Regional Director

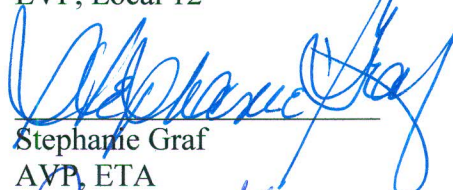
For the Unions:

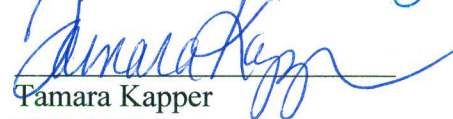

Alexander Bastani
President, Local 12

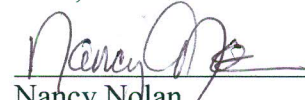

Dennis DeMay
President, NCFL

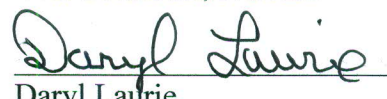

Laura Rola
President, NULI


Eleanor Lauderdale
EVP, Local 12


Stephanie Graf
AVP, ETA


Tamara Kapper
EVP, NULI


Nancy Nolan
Vice-President, NCFL


Daryl Laurie
Secretary, NCFL

Employee Notice Regarding FY 2013 Performance Plans

Manager Name:
Employee Name:
Organization:

This confirms our discussion about the impact of furlough on your FY 2013 Performance Plan (Results elements) expectations. I have determined your FY 2013 performance plan required:

No changes Modifications

I provided my expectations for unchanged results elements which will remain in effect from the date your FY 2013 performance plan was established. For modified results elements, I provided my expectations for the remainder of the year and informed you that I will consider any timely written comments. As we discussed, I will initial and date each of the modified results elements to signify modifications and new effective dates.

You will not be able to work on any dates in which you are furloughed. As a result, I have implemented modifications to ensure that you are not held accountable for work during times when you are on furlough. Please do not hesitate to discuss any barriers to your success.

Manager's Signature: _____ Date: _____
(Required)

Employee Comments: Yes, See Below Yes, See Attached None Provided

Employee Signature: _____ Date: _____
(Required)