

**MEMORANDUM OF UNDERSTANDING  
BETWEEN U.S. CUSTOMS AND BORDER PROTECTION  
AND  
NATIONAL TREASURY EMPLOYEES UNION, CHAPTER 128**

**Title:** NTEU Chapter 128 Employee Office Moves

This Memorandum of Understanding (MOU) is entered into by and between U.S. Customs and Border Protection (herein after referred to as “CBP”) and the National Treasury Employees Union, Chapter 128 (herein after referred to as “Chapter” or “Union”).

**Purpose and Scope:**

This MOU satisfies procedures and appropriate arrangements for moves of fifteen (15) or fewer bargaining unit employees in the same CBP Directorate or equivalent who are represented by NTEU Chapter 128. This MOU is not intended for new construction, moves of entire Program Offices (e.g., OIT, OHRM, OA), and/or mobile-work transformations.

**Terms or Provisions of Agreement**

1. For moves outside of the scope of this MOU, CBP shall provide NTEU National with notice and the opportunity to bargain, pursuant to the Federal Service Labor Management Relations Statute and Article 26 of the parties’ Collective Bargaining Agreement.
2. For all covered moves (i.e. moves of fifteen (15) employees or less within a directorate or equivalent office) CBP will inform the NTEU Chapter 128 President (via electronic mail) of the impending move, at least twenty-one (21) calendar days prior to notification to the impacted bargaining unit employee(s). The e-mail will contain:
  - a. The employee(s) name and e-mail address; and
  - b. A list of vacant offices, cubicles, and/or, workspace available to the employee(s) work unit. A work unit is defined as a group of employees assigned to a common supervisor.
3. Where seating arrangements do not affect the methods and means of performing work, seating arrangements for bargaining unit employees will be determined by seniority. Seniority will be determined by:
  - a. The total time a bargaining unit employee has served in his or her position (e.g., CBP Officer, CBP Agriculture Specialist, Import Specialist, Mission Support Specialist, Staff Assistant, etc.), including time in an equivalent position (e.g., Customs and Immigration Inspectors for CBP Officers and Plant Protection and Quarantine (PPQ) Officers for CBP Agriculture Specialists) at the employee’s legacy agency. For seniority purposes, Customs Canine Enforcement Officer,

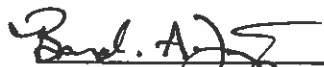
Immigration Inspector (Canine) or PPQ Officer (Canine) is considered creditable equivalent legacy agency time to the CBP Officer and CBP Agriculture Specialist positions, respectively.

- b. In the event it is necessary to resolve ties after step (a), the total time an employee has served in CBP and legacy agency, regardless of position, will be used.
  - c. In the event it is necessary to resolve ties after step (b), the total time in Federal government service (i.e., Service Computation Date (SCD)) will be used.
  - d. In the event it is necessary to resolve ties after step (c), they will be resolved by coin toss.
4. CBP will allow bargaining unit employees to retain their current work phone numbers, if practicable.
  5. CBP will allow bargaining unit employees to retain their ergonomic and/or Reasonable Accommodation chairs and equipment (e.g., keyboards, standing desks, etc).
  6. CBP will provide bargaining unit employees with moving supplies.
  7. No employee will be required to physically relocate any items associated with the move, with the exception of personal items, unless, it is a part of the employee's duties. CBP will not be liable for damage to an employee's personal property (e.g., pictures, paper weights, decorations, etc.).
  8. Bargaining unit employees will be supplied with the current copy of the Occupant Emergency Plans within one week of occupancy.
  9. Office moves are distinguishable from employee relocations and reassignments. Nothing herein shall impact an employee's rights under Article 39 of the CBA.

**Effective Date**


The effective date of this agreement is 31 days after the date of the last signature, or after Agency Head Review under 5 USC § 7114(c), whichever occurs first. This MOU may be reopened by either party in accordance with Article 26, Bargaining, Section 15, of CBA.

**For the Agency:**

  
 \_\_\_\_\_  
 Brandi A. Twiggs  
 Labor-Management Relations  
 Specialist

1/11/16  
Date

**For the Union:**

  
 \_\_\_\_\_  
 JoHann Garcia  
 NTEU Chapter 128 President

01/11/2015  
Date