



**U.S. Customs and
Border Protection**

TO: Charles R. Armstrong
Assistant Commissioner
Office of Information and Technology

FROM: Clifton Wilcox *for [Signature]*
(A) Director, Labor-Management Relations
Office of Human Resources Management

SUBJECT: Agency Head Review
Memorandum of Understanding – CBP End User Software Directive

The subject Memorandum of Understanding (MOU) signed May 23, 2012, memorizes an agreement between U.S. Customs and Border Protection (CBP) and the National Treasury Employees Union (NTEU). The MOU addresses the issuance of the End User Software Directive and its content. The negotiated terms have been reviewed in accordance with 5 U.S.C. §7114(c) and under Department of Homeland Security, Customs and Border Protection Delegation Order 10-001 dated February 23, 2010.

The MOU does not violate existing law, rule or regulation, and is hereby approved. This approval does not constitute a waiver of, or exception to, any existing law, rule, regulation, or policy.

If you have any questions or need additional assistance, you may contact Don Stakes, Chief Labor Negotiator, by telephone at (202) 863-6335, or by electronic mail at Donald.Stakes@dhs.gov.

CC: Colleen Kelley, National President, NTEU
Jonathan Levine, Litigator, NTEU
Luke Chesek, Negotiator, NTEU
Wolf Tombe, Chief Technology Officer
John Wigton, Field Services Director, Labor & Employee Relations
Barry Carpenter, Labor-Management Relations Specialist


Attachment

Between
The U.S. Customs and Border Protection ("CBP")
And the
National Treasury Employees Union ("NTEU")
CBP End User Software Directive

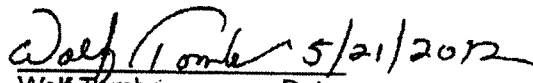
In December, 2010, NTEU received notice from CBP ("the Employer") of its intent to issue the End User Software Directive ("the Directive").

Whereas, CBP and NTEU ("the Parties") agree to the following:


1. The Employer will send a mass email to all CBP employees informing them of the implementation, and providing an overview of why this is occurring and the impacts. This email will be sent out a minimum of thirty (30) calendar days prior to the implementation and will provide an email address where employees could send questions. CBP agrees that any questions received will be answered promptly. Under normal circumstances, responses from CBP should occur no later than five (5) business days after receipt.
2. The Employer will provide bargaining unit employees with thirty (30) calendar days' notice prior to retiring any software currently in the TRM. CBP further agrees to consider any feedback it receives on software to be retired prior to removing the software from the TRM and consequently the user's desktop.
3. This Directive will not be the source of any disciplinary action. Discipline is covered by existing directives and policies.
4. The Employer will establish a frequently asked questions ("FAQ") section on its Technology Retirement website. The Employer will post questions and answers it receives from bargaining unit employees with respect to the Directive and/or the retirement of technology on the FAQ section of its Technology Retirement website. CBP reserves the right to modify the content of the question in order to only post the actual question and the right to not post questions which have previously been answered and posted.
5. This MOU will become effective upon agency head review, or the thirty-first (31st) day after final signature of the parties chief negotiators, whichever is first. This MOU will be subject to reopening in accordance with Section 15 of Article 26: Bargaining.



Luke Chesek Date
NTEU
Assistant Counsel for Negotiations



Wolf Tombe Date
CBP
Chief Technology Officer



Barry Carpenter Date
CBP
Labor Relations Specialist