

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

This Memorandum of Understanding (MOU) is entered into by, and between U.S. Customs and Border Protection (CBP or Agency) and the National Treasury Employees Union (NTEU or Union) concerning the Office of Information and Technology (OIT) Field Support Directorate (FSD), On-call Procedures.

CBP and NTEU hereby agree to the following:

1. **Communications**: CBP will notify bargaining unit employees of this initiative via email within ten (10) days of the effective date of this MOU. CBP will include a link to the On-call Policy and attach this MOU. Bargaining unit employees will receive a reasonable amount of administrative time to review the MOU.
2. **Position Descriptions**: CBP will amend any applicable Position Descriptions (PDs) if said PDs do not include being "on call" as a duty of that position.
3. **Joint Implementation Team**: NTEU and FSD will establish a "Joint Implementation Team" to oversee the implementation of the On-call Procedures within FSD. This team will consist of up to four bargaining unit employees and up to four management officials. The parties will convene a meeting of the Joint Implementation Team at the request of either party throughout the duration of this Agreement. However, neither party is obligated to meet more than four times per year.
4. **Equipment**: FSD will provide all bargaining unit employees all equipment necessary for the performance of their duties, as required while assigned to the On-call status, including cell phones that will have service in the area surrounding the bargaining unit home of residence when commercially reasonable and available (this does not include equipment where the cost exceeds that of cell phone sender, such as satellite phones).
5. **On-call Distribution**:
 - a. FSD will distribute On-call as fairly and equitably as possible among bargaining unit employees, taking into consideration leave and holidays when developing a roster with employees. Bargaining unit employees will not be required to be On-call for any period in which they have approved leave prior to the On-call list being disseminated to bargaining unit employees.

- b. On-call periods will be at one week intervals, starting on Monday morning at 0600 and ending on Monday at 0559. On-call rosters will be provided within 60 days after this MOU is signed and, thereafter, will be provided quarterly in advance to employees.
 - c. Bargaining unit employees may swap On-call assignments with other qualified bargaining unit employees with 48 hour notice to the supervisor. If less than 48 hours' notice is received, the supervisor may still approve the request providing the Mission need can be met.
6. **Compensation:** When bargaining unit employees in an On-call status are notified that they must now be in active duty status (i.e., required to perform work), the bargaining unit employees will be compensated in accordance with the parties' Collective Bargaining Agreement (CBA), applicable government laws, rules, and regulations. (e.g., minimum two (2) hours of overtime compensation when the employee is called back to work to a remote tower or in a physical office). A Field Support supervisor is the only person authorized to dispatch a bargaining unit employee. The employee is not authorized and thus shall not be required to work if called from anyone other than a Field Support supervisor.
7. **Training:** The Agency has determined that bargaining unit employees on the On-call list are equally qualified to be initially called out and at minimum, provide an on-the-spot assessment of any call-out issue.
8. **Travel:** Travel will be reimbursed in accordance with the Federal Travel Regulations (FTR), if appropriate. Dispatching of an employee must be from a Field Support supervisor to receive travel compensation.
9. **Hardship:**
- a. On-call is a requirement of the FTO position. However, a hardship may be requested. Please see the attached "Hardship Questions and Answers" for clarification and direction.
 - b. All hardship waivers are temporary for the duration of the hardship or three (3) months, whichever is shorter. Management will advise employees of their rights under the law including the right to request a reasonable accommodation when appropriate.
 - c. An On-call assignment should not be required if the On-call assignment would impair the health of the bargaining unit employee or one of his immediate family members. Please see the attached "Hardship Questions and Answers" for clarification and direction.
 - d. Bargaining unit employees must submit a written request for a hardship excusal when the

employee reasonably believes the hardship will impact their on-call status, but generally no less than five (5) business days prior to the start of the on-call week. FSD will have up to two (2) business days to accept or deny the hardship request. FSD will notify the bargaining unit employee of its decision in writing. If management has accepted the hardship request, management will select a replacement through the volunteer list.

- e. If an emergency falls within 24 hours before, or anytime during the week of being in an On-call status and prevents a scheduled employee from capably performing work if called upon, the employee must call the On-call supervisor as soon as possible to notify them of a hardship. In such cases, replacements will be determined by the volunteer list.
- f. Volunteer list:
 - i. The volunteer list will be created annually and will contain a list of volunteers who are willing to accept On-call assignments on an ad hoc basis.
 - ii. The selection of volunteers from the list will rotate, based on seniority.
 - iii. Each quarter, management will solicit the bargaining unit for additional volunteers. Management may solicit more often if the volunteer list has an insufficient number of volunteers.
 - iv. At any time during the course of the year, employees may rescind their volunteer status by notifying their supervisor in writing with at least 72 hours-notice.
 - v. The person that is approved for an emergency exception will fill in the rotation of the person taking that assignment for them, unless the impacted volunteer chooses not to give up his/her future On-call assignment.
 - vi. If there is no volunteer, management will select a replacement from the bargaining unit, based on inverse seniority – i.e., management will contact the least senior bargaining unit employee qualified for the job first. If he or she cannot be reached, management will attempt to contact the next least senior bargaining unit employee qualified for the job, and so on and so forth, until a replacement is found.

10. **Notification of On-call Status:** Bargaining unit employees who are required to be in On-call status shall be notified, in writing of the following prior to being placed on On-call status:
- a. The duration of the period of On-call coverage;
 - b. Any condition(s) that may impact the bargaining unit employee's activities not contained in the general On-call procedures.

11. **Answering Calls:**

- a. Bargaining unit employees in an 'on-call' status are expected to answer calls immediately. However, if a call cannot be answered immediately, employees must respond to the call no later than thirty (30) minutes after the initial call.
- b. Supervisors will contact employees via telephone when requesting their service. Supervisors may also e-mail the On-call bargaining unit employee; however, e-mail will not be a substitute for calling employees when their assistance is needed.
- c. Off duty bargaining unit employees who are not in an On-call status have no obligation to check their cell phone, email, or voice message system.

12. **Responding to Calls:** Bargaining unit employees are expected to remain within a two (2) hour radius of their home (calculated without traffic). A bargaining unit employee may request, in writing, that management approves reporting to an alternate work location during their On-call period. Management shall provide a written response to all requests within seven (7) calendar days. Management may approve only if:

- a. An alternate reporting location is within two (2) hours of the employee's On-call area of responsibility.
- b. The alternate reporting provides equal or better support to the Mission than the employee's normal duty location.
- c. The employee has all required access and equipment available at the alternate reporting location.

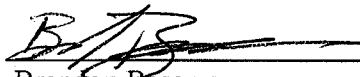
13. **Unscheduled Leave:** Should a bargaining unit employee be required to perform On-call duties between the hours of 12am-5am local time, CBP shall approve, solely at the employee's request and choice, unscheduled leave or leave without pay for the duration of the employee's next shift.

Effective Date

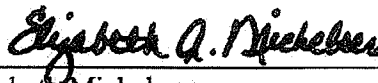
This MOU will be submitted for Agency Head Review immediately after the final signature. Pursuant to 5 U.S.C. § 7114(c), this MOU will become effective thirty-one (31) days after the date of the last signature, if the Agency Head does not approve or disapprove the MOU within that time period.

For Union:

For Agency:



Brandon Baseman 8/26/15
NTEU, National Negotiator Date



Elizabeth Michelsen 20 Aug 15
OIT, Executive Director, Field Support Date

Reneé Pierce Date
Labor-Management Relations

Hardship Questions and Answers

The following examples of hardships are not intended to be a complete list, and the local parties are encouraged to use common sense to address situations on a case-by-case basis for the mutual benefit of CBP and bargaining unit employee.

Example of hardship excusals: death of a family member or close friend, employee illness, immediate family member illness...

Less obvious hardship excusals:

1. Will an employee be required to be in an "On-call" status on off-days when he or she has limited, court-ordered, visitation rights with his/her children on those off-days?

Employees may request a temporary hardship per the on-call MOU when s/he has limited, court-ordered, visitation rights with his/her children.

2. If an employee's spouse works during days when the employee is scheduled to be "On-call" and the employee cannot find childcare services, is the employee still required to be "On-call"?

An employee may request a temporary hardship per the section on hardship in the On-call agreement above. Supervisors will do their best to accommodate individual hardship requests, providing the employee has made a good faith effort to find childcare. However, employees should be aware that On-call is a requirement for the position and must be distributed fairly among all employees.

3. If the employee is the only available care taker for a family member who is sick, will he or she be required to be on an On-call status?

An employee may request a temporary hardship per the section on hardship in the On-call agreement above. Supervisors will do their best to accommodate individual hardship requests, providing the employee has made a good faith effort to find alternate care. However, employees should be aware that On-call is a requirement for the position and must be distributed fairly among all employees. The supervisor will ensure that the employee is aware of legal rights, including the reasonable accommodation process if relevant to the employee's unique circumstances.

4. If one of the employee's children has a soccer game on a Saturday afternoon, is he or she required to be in an On-call status?

Yes. The employee can attend the soccer game as long as he or she can meet the On-call reporting requirements.

Known situations that may cause emergency hardships or the inability to respond to a dispatch if in an on-call status:

5. If an employee is a parent, and he or she is in an on-call status, but receives a dispatch call at a time when the employee's reasonable efforts to procure childcare services fail, will the employee be required to leave his/her children home alone in order to respond to the dispatch?
 - No. If an employee is a parent and cannot respond to the dispatch without leaving a child home alone, he or she is not required to leave home.
 - However, employees are aware of the on-call schedule in advance, and are responsible for making reasonable efforts to secure child-care.
6. What happens when an employee is prescribed medication that will cause incapacitation (e.g., sleeping medication), and the employee fails to respond to a dispatch call while in an on-call status?

If an employee takes medication that has the potential to cause incapacitation when needed, the employee may take any number of actions:

- The employee may discuss the situation with his/her supervisor and develop a workable solution, if possible.
- The employee may notify NTEU or contact CBP's Privacy and Diversity Office to discuss their options pursuant to law, rule, regulation and the parties' collective bargaining agreement.