

**Memorandum of Understanding
Between
U. S. Customs and Border Protection
And
The National Treasury Employees Union**

Descriptive Title: Mobile Workforce Phase 2 Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and Between U. S. Customs and Border Protection (CBP) and the National Treasury Employees Union (NTEU) regarding the Office of Administration (OA) implementation of Phase 2 of Mobile Workforce (MW).

On June 28, 2013, CBP provided NTEU notice of its intent to implement Phase 2 of MW. On July 8, CBP provided a comprehensive briefing to NTEU over these technologies. Having completed Phase 1 (preliminary testing), CBP intends to implement the MW Phase 2 to cover all OA employees in the Washington, DC area, employees in the OA, Field Operations Facilities Program Management Office outside of Washington DC, and employees in the Office of the Commissioner, Office of Program Development.

With respect to the above-described initiative, the parties agree to the following:

1. The MW is governed, per the Collective Bargaining Agreement, Article 15, Telework, except as specified in this MOU.
2. The Agency has determined that its goal and interest is to have the above-mentioned telework-eligible employees teleworking four or more days per pay period, while remaining in compliance with Article 15 and the Agency's telework policy. However, the Agency cannot require an employee to telework any more days per pay period than the employee requests.
3. MW days are equivalent to core telework days.
4. Employees who telework must participate in the MW. Eligible employees may request to telework in accordance with Article 15 of the Collective Bargaining Agreement. The opt-in process will use the extant Telework approval process.
5. Any employee who requests four or more telework days per pay period and is granted anything below four days per pay period may grieve as provided under the current collective bargaining agreement. However, any grievance that goes to step 3 will instead be heard by a Director that reports directly to the Assistant Commissioner (an Executive Director or Division Director that leads the entire organization, depending on the office in question). The Assistant Commissioner will be notified if a grievance of this type reaches the Step 3 stage.
6. Employees who telework four or more days per pay period will be able to start reserving desk space 6 work days in advance of their in-office day. Any employee who teleworks two or three days per pay period will be allowed to begin reserving space 10 work days in

advance of their in-office day. Any employee who teleworks one day per pay period will be allowed to begin reserving space 15 work days in advance of their in-office day.

7. For purposes of an employee's telework schedule and in accordance with Article 17, if an employee uses leave, then the leave will count as whatever type of day the employee is normally scheduled. i.e., if the employee takes sick leave on a scheduled CBP work-site day, then the sick leave day will count as an in-office day. And if the employee takes sick leave on a scheduled mobile work/telework day, then the sick leave will count as a mobile work/telework day.
8. This MOU does not alter currently approved and active employee Telework agreements unless an employee wishes to change his/her number of days based on this agreement.
9. MW implementation teams will include at least half of bargaining unit employees.
10. National Place will be the traditional office site for the majority of the employees in MW under this Phase 2 agreement.
11. At this point in time, only employees in the DC office will see changes to their traditional office space. No employees participating in Phase 2 outside of DC will see any changes to their space. Any possible future changes to their space will be after notification to NTEU National and appropriate bargaining.
12. This MOU will cover the participants within the MW. In the event IT support staff services are required at OA facilities in Washington, DC, OA will make reasonable efforts to provide the same equipment being used by MW participants for the purposes of providing IT support.
13. CBP shall provide all OA employees, who wish to opt-in, with the hardware, software, and computer access rights that are part of the MW equipment package.
14. Employees may choose to conduct business in the break room; however, they are not required to conduct business in the specified break rooms. The Agency will comply with Articles 29 and 30 regarding the union's rights to Agency office space, to include break rooms.
15. All rooms configured as break rooms shall remain exclusively break rooms; however, employees have the option to use a specified break room area for a meeting or to conduct business so they may be able to consume food or beverage simultaneously. In the event of an office wide meeting one of the specified break rooms could be used as meeting expansion space.
16. The Agency will update office-based hardware and software for employees who opt-out of the MW Initiative Phase 2, on the same schedule as those that opt-in.
17. If an employee has Acrobat on their laptop then they can convert telephone-based camera images to Adobe PDF format.

18. The Agency has determined that it will provide employees access to lockers that can be used to keep items overnight. The lockers or storage units will be lockable and secure for employees to use.
19. If an employee requests four or more telework days per pay period, then they will be able to request and the Agency has determined that it will provide such employees with at least a monitor, keyboard, mouse, docking station, adapters and appropriate cables for use at their off-site location.
20. Employees may ship overnight packages pursuant to current procedures.
21. All workstations and seating areas will be compliant with the Americans with Disabilities Act and the Architectural Barriers Act Accessibility Standard.
22. The Agency will provide employees with laptops containing a universal driver and a list of compatible devices.
23. Employees will be compensated in accordance with all pay statutes, regulations, and labor agreements.
24. For employees opting out of MW, CBP will provide the same cubicle attributes as they were provided prior to the MW initiative and provide boxes to move their belongings. Assignment to cubicles will be made on a volunteer basis with seniority being the tie-breaker per the March 29, 2009 MOU with NTEU Chapter 128 regarding office moves. Seniority will be determined by the employees' entry on duty date.
25. CBP will provide training for all affected employees.
26. The parties agree the MOU regarding the implementation of Windows 7 and its provisions pertaining to the use of Office Communicator are applicable to this MOU. Accordingly, Office Communicator and web cams will not be used to track performance, attendance, or work status.
27. CBP will not utilize resource reservation software as a tool to determine, or indicate, the bargaining unit employee's performance.
28. Each workstation available for reservation shall be provided with at least two 120 volt outlets, configured to accept conventional computer "wall wart" power supplies.
29. If a bargaining unit employee utilizes a webcam, CBP will not remotely utilize the webcam to track its employees' attendance or performance.
30. The parties agree that when an emergency or technical difficulty affects only the alternate worksite for a major portion of the workday, to the extent that the employee cannot perform work at the alternate worksite, the employee must consult with his/her supervisor for instructions as whether to report to the traditional worksite or request unscheduled leave. The employee will wait for return contact from the manager. Any time during this period will not count against the employee and will not be cause for an employee to take

leave. When a participating employee is required to return to the traditional worksite, the employee must report within a reasonable amount of time. However, no employee will be required to return to the traditional worksite if they would be leaving within two hours of the end of the workday. In that case, the employee will receive administrative time for the remainder of the day. Time required to report to the official worksite, include traveling distance, and mode of transportation factors, will be taken into consideration in evaluating what is reasonable. If the employee is asked to come into the office, they may instead request unscheduled leave for the remainder of the day in accordance with Article 17 and CBP's leave policy.

31. If the CBP office-site suffers emergency problems, an employee may be asked to continue their work day from their previously agreed to alternate site as stated in their telework agreement. The employee will be given a reasonable amount of time to pack their belongings and travel to their alternate site.
32. If an employee suffers a complete loss of communication ability, then the employee will be given a reasonable amount of time to travel to the office. If the loss of communication is due to weather, then the employee will have the option of coming into the office or requesting unscheduled leave. If the CBP offices are closing due to weather, then the employee will be able to remain home and receive administrative time for the remainder of the day.
33. In the event of a weather delay or cancellation –
 - a. If an employee was scheduled to work in the office that day, then an employee will be expected to telework for the day or may request unscheduled leave. If the employee has technical difficulties and cannot work from their home site and the office is closed, then the employee will receive administrative time for the remainder of the day.
 - b. If the employee was scheduled to telework and the office is closed, then the employee will be expected to continue their normal schedule. In the event that technical difficulties make the employee unable to perform their duties at home and the office is closed, then the employee will receive administrative time for the remainder of the day.
34. If either party becomes aware of significant problems that arise due to the implementation of this initiative, CBP or NTEU shall inform the other party of such problems and the parties will meet to discuss and attempt to resolve them as soon as practicable.
35. If CBP decides to modify, expand, or cancel Phase 2 of this initiative, CBP shall provide NTEU with appropriate notice, as required and opportunity to bargain pursuant to Article 26 of the parties' Collective Bargaining Agreement, law, rule, and regulation.
36. The terms of this agreement are intended only for Phase 2 of the OA MW.
37. This MOU is deemed executed upon the final signature of both parties, and shall be considered effective upon agency head review, or the thirty-first day after final signature of the parties' or CBP's chief negotiators, whichever comes first. Either party may reopen this

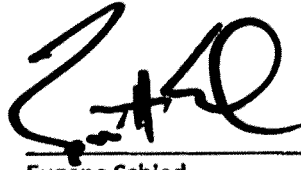
MOU for revision or modification in accordance with Article 26 (Bargaining) of the CBP and NTEU National Collective Bargaining Agreement.



Brandon Baseman
Negotiations Legal Specialist
NTEU

2/21/14

Date



Eugene Schied
Assistant Commissioner
Office of Administration
U.S. Customs and Border Protection

3/10/14

Date



Michael Celli
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Human Resources Management
U.S. Customs & Border Protection

3/14/14

Date