

5/20/11

AGREEMENT BETWEEN CBP AND NTEU

This AGREEMENT, between U.S. Customs and Border Protection ("CBP" or "Agency") and the National Treasury Employees Union ("NTEU" or "Union"), memorializes and mutually obligates the parties' adherence to the interim measures previously agreed upon by the parties in response to NTEU's grievance filed on April 2, 2010, concerning the Unified Canine Program and Training Curricula.

The Parties, in consideration of the mutual obligations contained herein, agree to the following conditions:

- A. This AGREEMENT represents the full and complete understanding between the parties concerning the interim measures previously agreed to (and fully described below) and one non interim measure. There are no other agreements between or among the parties, either expressed or implied, oral or written.
- B. This AGREEMENT supersedes any and all prior agreements or understandings between the parties. However, the interim measures previously agreed to, i.e. the interim procedures that track the procedures set forth in III.B below, will continue to be applied. This AGREEMENT is undertaken solely for the mutual benefit of the parties, and will not establish any grounds or precedent for either party or other persons or groups to seek or justify similar terms in any other case or proceeding.
- C. Nothing in this AGREEMENT, beyond any limitations contained in this paragraph, waives either party's right to raise issues, arguments, defenses or requested remedies in the event the above-referenced April 2, 2010 grievance is arbitrated, unless it is specifically covered by this AGREEMENT. As to issues and requested remedies, NTEU shall be limited to those issues and remedies previously identified in their April 2, 2010 grievance in this matter.
- D. This AGREEMENT is entered into by the parties voluntarily, with full knowledge and understanding of its terms, and without duress or coercion. In this regard, all parties have had the opportunity to seek legal counsel prior to executing this AGREEMENT.

II. The Agency agrees to the following:

- A. The Agency will provide formal notice to NTEU of the new curriculum, and testing procedures for the unified canine program once the course and testing procedures validation process is completed and any necessary or recommended modifications or adjustments have been made. This notice will be provided to NTEU as soon as practicable. Nothing in this

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provision interferes with either party's right to negotiate over all aspects of the unified Canine Program and Curricula.

- B. The Agency agrees to schedule bargaining with NTEU as soon as practicable after the process in II.A is complete, following receipt of proposals from NTEU and consistent with the terms of Article 26 of the National Collective Bargaining Agreement.
- C. Absent mutual agreement, the Agency will not implement the validated curriculum and testing procedures until bargaining obligations have been satisfied to the extent required by law.
- D. NTEU's invocation of arbitration dated January 5, 2011 was timely.

**III. The Union agrees to the following:**

- A. NTEU accepts the unified canine training program interim measures agreed to by the parties (see below), and agrees to withhold any further challenge(s) to the unified canine training program, including but not limited to the interim measures, until bargaining occurs (as described in II.A. above). That is, the procedures/interim measures (fully described below) will apply and remain in effect, until the unified canine training program is bargained as required by law.
- B. The interim measures/procedures are described immediately below. **These interim measures/procedures only apply in this interim, pre-validation/pre-negotiated agreement timeframe (that is, only until the bargaining obligations described II.A. are satisfied).**
  - 1. All new and experienced or returning canine handlers are to be scheduled for attendance at the revised seven (7) week course.
  - 2. As indicated above, all new canine handlers will attend the seven (7) week course. In order for new handlers to successfully complete the course, they will be required to pass all handler performance standards – (a) hands on portion; (b) academic portion (including one (1) final written exam); and (c) a final team certification.
    - a. New canine handlers who fail to successfully complete the seven (7) week course will be afforded the opportunity, through the Office of Field Operations (OFO), to take the new canine course once negotiations have been finalized, workload and operational requirements permitting.
  - 3. All experienced or returning canine handlers will also attend the seven (7) week course. Experienced or returning handlers will be held to the same standards as noted in B.1. above, with the exception that passing

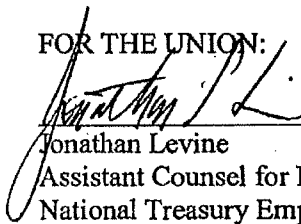
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the final written exam is not a condition of successfully completing the course for these particular handlers. However, the rationale for an experienced or returning handler to nonetheless take the examination is to assist with the evaluation and validation of the course. To ensure comprehension of the training program, by the experienced or returning handlers, additional knowledge checks by the instructors will be administered, along with instructor identification and correction of handler deficiencies within the academics of the class. Successful completion of the experienced or returning handler performance standards (hands-on) and team certification is required for this category of handlers to complete the course.

- a. Experienced or returning canine handlers are defined as those canine handlers who previously performed canine handler duties for either CBP or the legacy agencies (U.S. Customs Service, Immigration and Naturalization Service, U.S. Department of Agriculture).
  - b. Experienced or returning handlers that fail performance standards (hands-on) or team certification will be afforded the opportunity, through OFO, to retake the course, workload and operational requirements permitting. In the alternative, the canine handler may return to the new canine course once negotiations have been finalized, again workload and operational requirements permitting.
4. Insofar as 2.a. and 3.b. are concerned, where management relies on the "workload and operational requirements permitting" condition, the new or experienced/returning handler will be permitted to attend canine training once "workload and operational requirements" permit.


By affixing their signatures below, the parties hereby acknowledge and affirm that they have the authority to enter into this Agreement and bind their respective principals to the terms herein.

FOR THE UNION:

  
Jonathan Levine  
Assistant Counsel for Negotiations  
National Treasury Employees Union

5/31/11  
Date

FOR THE AGENCY:

  
Sharon C. Snellings  
Executive Director, LER  
U.S. Customs and Border Protection


Date

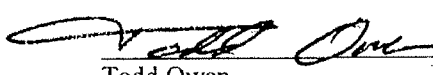
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 6/2/11  
Date  
William Molaski  
Director, Canine Program  
U.S. Customs and Border Protection

 6/2/11  
Date  
Todd Owen  
Executive Director, Cargo & Conveyance Security  
U.S. Customs and Border Protection