



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

SEP 30 2011

TO: Thomas S. Winkowski
Assistant Commissioner
Office of Field Operations

FROM: Michael J. Wenzler *for [Signature]*
Director, Labor-Management Relations
Human Resources Management

SUBJECT: Agency Head Review: Memorandum of Understanding – Chaplaincy
Program

The attached Memorandum of Understanding (MOU) signed September 19, 2011, memorializes an agreement between U.S. Customs and Border Protection (CBP) and the National Treasury Employees Union (NTEU). The MOU addresses procedures to be followed when implementing the OFO Chaplaincy Program - Standard Operating Procedure. 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, Attorney, NTEU
Jon Batt, Director, Field Programs, Office of Field Operations
John Wigton, Field Services Director, Labor & Employee Relations
Randolph Gadson, Labor Relations Specialist

Attachment

**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 Field Operation (OFO) Chaplaincy Program, Standard Operating Procedures (SOP).

On June 22, 2011, NTEU received notice from CBP of its intent to implement the Chaplaincy Program. The parties met on July 28, 2011 to bargain over the outstanding issues regarding this initiative and have reached the following agreement.

Agreement Terms:

1. The Agency agrees to make modification to Sections 1.1, 6.1.7, 6.1.8, 6.1.9, 6.1.10, and 6.10.5 of OFO's Chaplaincy Program SOP. Those changes are attached to this MOU.
2. The Agency will ensure all participants in the Chaplaincy program are informed about Section 6.8.7. Chaplains are required to clarify the nature and extent of their confidentiality to individuals who are seeking Chaplaincy services. A Chaplaincy relationship is not considered to be formalized until the following statement has been provided verbally to the individual receiving Chaplaincy services:

The Chaplaincy program is confidential in nature. As a Chaplain, I will not divulge your personal or private information to anyone, unless I am required to do so by federal or state law or agency policy. Such mandatory disclosure is required in cases of child or elder abuse, serious intentions to harm yourself or another person. I cannot discuss with you any criminal activity or allegations of employee misconduct in which you or a fellow employee might be involved. If you want to discuss such issues without agency involvement, I can direct you to outside clergy, or a licensed professional."

3. The Agency will furnish to NTEU upon request a list of OFO's Field Offices that chose not to participate in the Chaplaincy Program.
4. The Agency will furnish to NTEU upon request a list of OFO's Field Offices Chaplains that chose to participate in the Chaplaincy Program.
5. This MOU is deemed executed upon the final signatures of both parties, and shall be considered effective upon agency head review, or the thirty-first day after final signature of the parties' chief negotiators, whichever is first. Either party may reopen this MOU

Modifications to be made to the Office of Field Operations (OFO) Chaplaincy Program Standard Operating Procedures (SOP).

1. The Agency agrees to make modification to Section 1.1 to read: The purpose of the Chaplaincy Program (CP) is to offer resources, assistance, and support to the Office of Field Operations (OFO) officers, agriculture specialists, and employees and their family members in times of personal and professional need and in crisis situations. Utilizing Field Operations uniformed officers (to include Officers and Agriculture Specialists); the Chaplaincy Program is designed to provide support with a built-in understanding of the law enforcement culture and mindset. Any CBP employee may request the services of an OFO Chaplain. Such requests will be granted as a resources permit.
2. The Agency agrees to add the following language in Section 6.1.9 to read: that no employee assigned to the Office of Field Operations will be denied the opportunity to serve as a chaplain based on their religious affiliation or lack thereof.
3. The Agency agrees to make modification to Section 6.1.7 to read: Candidates may submit copies of any ministerial licenses, ordinations, certifications, specialized certificates, or equivalent documents from the candidates' religious institution.
4. The Agency agrees to make modification to Section 6.1.8 to read: Candidates may submit at least one reference letter from recognized leadership from their own faith tradition (normally from their current place of worship).
5. The Agency agrees to make modification to Section 6.1.10 to read: Candidates will be notified in writing if their application for the Chaplain academy is not approved. Such notification will include at what point the determination was made (Field Office, National Program Office, Interview). All appeals must be submitted in writing. Appeals to the Field Office will be handled by that office. The National Program Manager will handle all other appeals.
6. The Agency agrees to make modification to Section 6.10.5 to read: Employees serving as a union representative in any capacity may serve as chaplains, but may not perform the functions of a chaplain and union representative simultaneously on the same matter.