

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

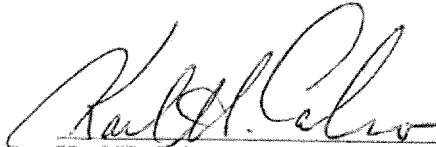
This Memorandum of Understanding (MOU) is entered into by, and between U.S. Customs and Border Protection (CBP) and the National Treasury Employees Union (NTEU) regarding the Office of Administration (OA), Facilities, Management, and Engineering (FM&E)'s decision to consolidate facility management responsibilities.


The consolidation will result in the transfer of Wage Schedule employees to OA, FM&E. These bargaining unit employees currently support facilities and/or tactical infrastructure maintenance to FM&E Border Patrol Facilities and Tactical Infrastructure Program Management Office (BPFTI PMO).

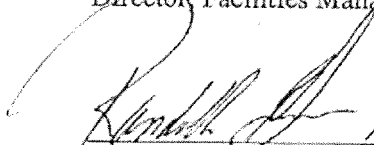
With respect to the above-described initiative, the parties agree to the following:

1. CBP (OA FM&E) will brief all impacted bargaining unit employees on the workforce change within thirty (30) days of the consolidation of facility management responsibilities within OA FM&E. Furthermore, pursuant of the Collective Bargaining Agreement Article 5 Section 2 (B) (C) and (D); CBP shall provide notice no less than seven (7) calendar days prior to the briefing to impacted BU employees, and to all Chapter Presidents whose chapters contain impacted bargaining unit employees. The Chapter Presidents, or their designees, will be permitted to attend these meetings and discuss this change with bargaining unit employees. Additionally, in accordance with Article 5, Section 5.A, Chapter Presidents, or their designees, will be provided a period of time not to exceed sixty (60) minutes, following the briefing, with no management official present. If an impacted employee was not present during the 7114 meeting, a Union representative will be afforded a period of time, not to exceed sixty (60) minutes, to meet with the bargaining unit employee at a later time with no management officials present.
2. 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.
3. If CBP (OA FM&E) modify or expand the Wage Grade initiative, CBP shall provide NTEU with appropriate notice, as required, and an opportunity to bargain pursuant to Article 26 of the National Collective Bargaining Agreement.

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


Karl H. Calvo Date 4/17/2012
Director, Facilities Management and Engineering


Luke Chesek Date 4/12/2012
NTEU Counsel


Randolph Gadson Date 4/12/2012
Labor-Management Relations