

4/8/11

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

U.S. DEPARTMENT OF LABOR,

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 12,

THE NATIONAL COUNCIL OF FIELD LABOR LOCALS, AFGE, AFL-CIO,

AND

THE NATIONAL UNION OF LABOR INVESTIGATORS

INTRODUCTION

This Memorandum of Understanding (MOU) is entered between the U.S. Department of Labor ("DOL" or the "Department"), the American Federation of Government Employees, Local 12 ("Local 12"), the National Council of Field Labor Locals, NCFLL-AFGE, AFL-CIO ("NCFLL"), and the National Union of Labor Investigators ("NULI") in accordance with the applicable provisions of the DOL-Local 12, DOL-NCFLL, and DOL-NULI National Agreement.

SUBJECT

This MOU concerns the potential government shutdown due to a lack of appropriations for parts of Fiscal Year 2011.

BACKGROUND

The Department, Local 12, the NCFLL, and NULI enter into this MOU to achieve the most effective appropriate arrangements and procedures possible to serve the interest of its bargaining unit employees due to conditions imposed by a government shutdown.

TERMS OF AGREEMENT

1. If the Department is forced to shut down due to a lack of appropriations/funding, to the extent possible, it will allow bargaining unit employees access to their work space to retrieve any personal items that had been left behind.

If funding is not provided for the Department, on the first scheduled work day following the end of government funding, all non-excepted bargaining unit employees will report to their official duty station for a period of up to four (4) hours to return government issued work equipment and to prepare for an orderly shutdown of their agency. Employees will not be required to turn in their government ID badge(s). Bargaining unit employees will be able to start this four (4) hour work period at whatever starting time is allowed by their current work schedule. Fixed scheduled employees will start at their normal work time. Employees on flexitime can start at anytime between 6:00 AM and 9:30 AM.

Furloughed bargaining unit employees who work at a remote worksite, or who work at an alternate worksite or use government equipment as part of a reasonable accommodation, will not be required to turn in government issued work equipment if it would be impracticable


or cause an undue burden on the employee. Employees under this clause will discuss these matters with their supervisor before concluding their orderly shutdown to the greatest extent practicable.

Employees who were previously approved for leave prior to a shutdown may not be required to report to work, depending on individual facts and circumstances, which should be discussed with their supervisor to the greatest extent practicable. If the employee does not report to work, the time will be charged to the furlough rather than to leave.

2. During or before the four (4) hour orderly shutdown work day, employees will receive the following information:
 - a. How they will be contacted by management during the shutdown;
 - b. Informed of their right to collect unemployment;
 - c. Informed of any restrictions on engaging in outside work during the shutdown;
 - d. How they will be notified when they are to return to work; and
 - e. All bargaining unit employees, whether or not on flexiplace agreements, who are not deemed excepted employees, will be informed that they are not allowed to perform Agency work during the shutdown.
3. Pursuant to the Anti-Deficiency Act, the Department agrees that management will not ask, direct, order or force any furloughed bargaining unit employee to work during the furlough period, unless they are called back to work to perform excepted work and placed in pay status as an excepted employee. Additionally, furloughed employees will be notified in writing of their change to excepted status. Additionally, furloughed bargaining unit employees must not perform any work functions or use work equipment during the shutdown.
4. All bargaining unit employees, both excepted and non-excepted, are covered by their respective current Collective Bargaining Agreement(s).
5. Bargaining unit employees will not be adversely impacted in their performance appraisal due to delays caused by the shutdown.
6. Bargaining unit employees who were previously approved for leave for the work day immediately after the end of the shutdown will be allowed to use their scheduled leave.
7. An unscheduled leave policy will be put in effect for the first work day after the shutdown ends. Employees must contact their supervisor on this first work day to notify them of their intent to use unscheduled leave.
8. After an appropriation is enacted and signed into law by the President of the United States, the Department will agree to bargain in accordance with law and Federal policy over the appropriate arrangements for bargaining unit employees impacted by the shutdown.
9. Excepted bargaining unit employees who work during the shutdown retain their right to request official time.
10. All time frames in the collective bargaining agreement will be extended for every day of the shutdown plus an additional 2 work days, including but not limited to, time to file grievances, requests to bargain, invocations to arbitration, and responses to proposals.

11. Local 12 bargaining unit employees will have access to the Frances Perkins Building along with whatever services remain open. The South Garage of the Frances Perkins Building will remain open.

For the Department:


Sydney Rose
Chief Negotiator


James Blair
Office of the Solicitor

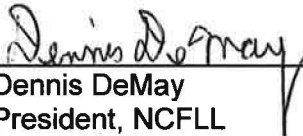

Michael C. Wilson
OASAM



Andrew Auerbach
Deputy Assistant Secretary
Office of Labor Management Programs

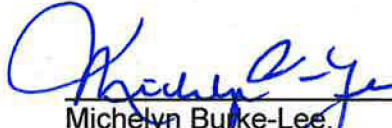

Eugenio Ochoa Sexton
Director, Human Resources


For the Unions:


Alexander Bastani
President, Local 12



Dennis DeMay
President, NCFL


Laura Rola
President, NULI


Michelyn Burke-Lee
Agency Vice President, Local 12


Scott Paris
Agency Vice President, Local 12


Valerie Swanson
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Head Steward, Local 12

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APPENDIX A – DEFINITIONS

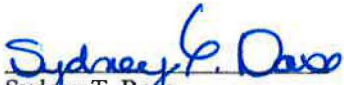
“Shutdown” refers to the entire period during which there is a lapse in appropriations or funding. “Shutdown” also refers to the first scheduled work day, following the end of government funding, during which all non-excepted bargaining unit employees will report to their official duty station for a period of up to four hours to return government issued work equipment and to prepare for an orderly shutdown of the agency.


“Furlough” refers to the non-pay status of a non-excepted employee during a shutdown.

ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF LABOR,
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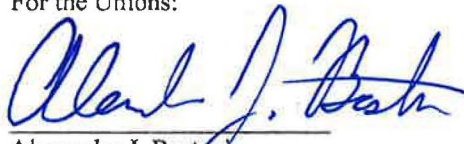
The parties agree that the Memorandum of Understanding entered into on April 8, 2011, concerning a potential Government shutdown due to a lack of appropriations is hereby extended, without further modification, for Fiscal Year 2018.

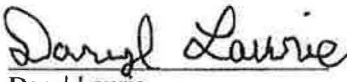
For the Department:


Sydney T. Rose
Chief Human Capital Officer
Director, HRC


Shawn K. Hooper
Director, OELMR, HRC

For the Unions:


Alexander J. Bastani
President, AFGE Local 12


Daryl Laurie
President, NCFLL


Scott May
President, NULI

9/12/2017
DATE