

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL TREASURY EMPLOYEES UNION  
AND  
THE ENVIRONMENTAL PROTECTION AGENCY**

This Memorandum of Understanding (“MOU”) between the National Treasury Employees Union (“NTEU” or “Union”) and the Environmental Protection Agency (“EPA” or “the Employer”) (collectively, “the Parties”) addresses EPA’s implementation of the regional realignment proposed by management to the Union on November 8, 2018.

In order to implement the above-referenced initiative, the Parties agree to the following provisions:

1. **Bargaining Unit Status Change.** Within three pay periods after the final effective date of the realignment, the Agency will provide the Union a list of employees who either leave or enter the bargaining unit as a result of the regional realignment.
2. **Office Space Moves.** All office space moves will be negotiated at the local level, consistent with local agreements. Moves will occur once final local negotiations have concluded.
3. **Employee Requested Reassignments.** Employees may request reassignments no sooner than 90 days after implementation of the realignment, consistent with the NTEU-EPA CBA, Article 14, Section 3. Pursuant to Article 14, Section 1, EPA will give reasonable consideration to an employee’s request for reassignment based upon organizational needs and an employee’s reasons for the request, including personal hardship. It is recognized that management’s right to assign work extends to reassignments, and therefore all reassignments will be authorized at the sole discretion of management.
4. **Flexiplace/Telework.** Any changes to an employee’s telework arrangement will be consistent with the NTEU-EPA MCBA, Article 54, Section 14.
5. **Work Schedules.** Employees may continue on their current type of approved work schedule. Any proposed changes to the employee’s work schedule as a result of a change in duties or organization will be subject to the provisions of any applicable local supplemental agreement to NTEU-EPA MCBA, Article 17, Hours of Work.
6. **Grades.** There are no staff reductions-in-force or grade changes associated with this realignment.
7. **Leave.** All leave approved prior to the effective date of the regional realignment, will generally remain as approved, unless changed by the employee. Any cancellations of an employee’s pre-approved leave, by their new supervisor, must be based on mission-critical work and approved by the local Human Resources Officer.

8. **Superfund CIC Employees to the Office of Public Affairs.** The Agency will provide a briefing to the Union and impacted Superfund BU employees concerning the move of CIC employees to OPA. In particular, the Agency will explain the new approval process for documents and information prepared for public release by CIC employees who are realigned to OPA.
9. **Supervisory Changes.** Employees will be notified of any new supervisor as soon as possible in advance and will be afforded the opportunity to meet with the new supervisor in person or via videoconference to discuss work expectations and answer any questions the employee may have. Pursuant to Article 9, Section 11, employee progress reviews will usually be held between the direct supervisor and the employee.
10. **Training.** Consistent with Article 16 of the Parties' CBA, management will, as funds permit, make available the training it deems necessary for performance of new assignments under this initiative and to meet new organizational objectives that result from this initiative. In the event an employee completes training and has additional questions or requires additional guidance, the employee may request on-the-job instruction and monitoring, mentoring, and supplemental training and guidance material.
11. **Information to Impacted Employees.** The Agency will provide transition information for realigned/reassigned employees regarding this initiative, including an organizational chart and the roles and duties of each office impacted by the reorganization. The information will also include an agency point of contact for additional information.
12. **Position Descriptions.** If a bargaining unit employee has a question concerning their classification or position description, they are entitled to discuss their position description with their respective supervisor pursuant to Article 8, of the Parties' MCBA. Local unions may request a copy of an employee's post-realignment position description through the local regional human resources offices where the position description has substantively changed due to the regional realignment. Requests will normally be fulfilled within one pay period of the request. Where there is a request for a significant number of position descriptions, the parties will meet to discuss a schedule. A "significant number" for this paragraph is defined as more than 10.
13. **Adjustment Period.** Pursuant to Article 14, Section 2A, an employee who is reassigned will be given a reasonable period of time to learn and satisfactorily perform the functions of his/her new position, in accordance with Article 9 Performance Appraisal and Recognition System (PARS).
14. **Workload.** Employees are encouraged to discuss unmanageable increases in workload as a result of this initiative with their supervisors at any time. During such discussions, employees are also encouraged to suggest ways that their workload could be adjusted that would increase efficiency.

15. **Adverse Impact.** The Agency has determined that no employee will be subject to a RIF, downgrade, or involuntary relocation as a result of this reorganization.

16. **Effective Date.** This agreement will become effective upon Agency head review or on the thirty-first (31<sup>st</sup>) day after execution, whichever is first. This MOU will run concurrently with the Parties' CBA.

For the Union:

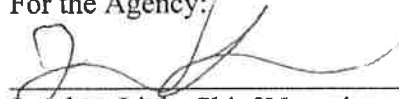


\_\_\_\_\_  
Tim Seidman, National Negotiator

3/7/19

\_\_\_\_\_  
Date

For the Agency:



\_\_\_\_\_  
J. Adam Link, Chief Negotiator

3/7/2019

\_\_\_\_\_  
Date

