

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U. S. DEPARTMENT OF LABOR  
AND THE  
NATIONAL COUNCIL OF FIELD LABOR LOCALS**

**I. INTRODUCTION**

This is a Memorandum of Understanding (MOU) entered into between the U. S. Department of Labor (DOL) and the National Council of Field Labor Locals (NCFL), AFGE, AFL-CIO, in accordance with the applicable provisions of the master DOL-NCFL Agreement.

**II. SUBJECT**

This MOU concerns the Department's reorganization in the field of the Employment and Training Administration (ETA).

**III. BACKGROUND**

The Department shared the attached ETA reorganization plan with the NCFL on February 24, 2003. In addition to an extensive functional reorganization, this plan requires the use of inter-station transfers by means of directed reassignments. While the NCFL does not concur with the plan, and in particular with the determination to go to only six main field offices, it enters into this MOU with the Department to achieve the most effective appropriate arrangements and procedures possible to serve the interests of its ETA bargaining unit employees. The Department and the NCFL agree that this MOU does not constitute a change in past practice (as defined by Article 2, Section 6 of the Collective Bargaining Agreement) regarding the use of inter-station transfers by means of directed reassignments to effect regional reorganizations. Instead they agree that the use of such directed reassignments is a onetime exception to past practice for the purposes of this MOU only.

**IV. TERMS OF AGREEMENT**

The terms of the agreement cover three topical groups of provisions as follows:

- General Provisions related to all field locations during the reorganization period.
- Provisions related to relocation and/or career transition of employees located in the ETA main field offices of New York City, Kansas City, Denver, and Seattle resulting from the reorganization.
- Provisions related to specific changes resulting from the ETA functional field reorganization.

## A. General Provisions:

1. The parties agree that the FAIR Act Inventory's "Reason Code" relevant to ongoing reorganizations and restructuring is appropriate for use in developing their FAIR Act Inventory for ETA field employees. (For the 2003 FAIR Act Inventory this Code is "E" – formerly "F" in 2002).
2. During the interim period, while ETA is carrying out its field reorganization plan, bargaining unit employees will be assured that:
  - Nothing will jeopardize overtime payments being made in accordance with the DOL-NCFLR Agreement and applicable law, rule and regulations.
  - Management will comply with the provisions of Article 18, Section 2 of the DOL-NCFLR Agreement.
  - Management will review and revise as appropriate position descriptions to reflect the work assigned/performed with due consideration being made for possible grade enhancement of the incumbents.
3. Flexiplace arrangements will be in accordance with Article 28 of the DOL-NCFLR agreement. Management agrees to work with the NCFLR to provide information to employees advising them of their right to request consideration for flexiplace arrangements in accordance with Article 28. ETA supports the use of flexiplace and the implementation of this MOU will not reduce ETA's commitment to flexiplace agreements.
4. ETA will exercise an early out retirement process only for employees in the main New York City, Kansas City, Denver and Seattle offices from February 1, 2004 through September 30, 2004. ETA will seek additional early out authority through September 30, 2005 for employees of these four offices.
5. The parties agree that the issue of safe and adequate workspace during the reorganization period is of utmost mutual importance to them. Accordingly, the parties agree that the provisions of Article 23 and 34 of the agreement and Chapter 800 of DLMS 4 regarding new or changes in existing office space will be rigorously followed. Particular attention will be paid to involving the designated office steward as early in the planning process as possible and for preoccupancy safety and health inspections.
6. The parties agree that ETA will make an effort to provide retention allowances. Retention allowances will be administered in accordance with appropriate law, rule and regulations.
7. The parties agree ETA will consider Student Loan Repayments within the current guidelines.

## **B. Relocation/Career Transition Provisions:**

The parties agree that ETA employees currently assigned to the New York City, Kansas City, Denver, and Seattle offices will be afforded several options from which to choose in regards to the use of directed reassignment to effect this reorganization. The directed reassignment is an administrative action pending selection by the employee from specific transition options/timetables. In order to provide employees with the maximum lead time in making their decisions and to afford them the greatest use of transitional services, directed reassignment letters will be sent to all affected employees on July 31, 2003. Tied to the declaration dates below the affected employees have the following options:

### **1. PCS/Relocation Bonus**

Employees who are relocated through directed reassignment from one of the four (4) offices mentioned above to any of the six regional offices are entitled to Permanent Change of Station (PCS) expenses as specified in Departmental Regulations, DLMS 7. PCS and relocation bonus will be provided according to the following options and guidelines.

- a. When an employee declares in writing on or before January 9, 2004 that he/she will relocate to the corresponding Regional Office, the employee will receive PCS to include a housing trip and temporary quarters allowance. In addition to PCS the employee will receive a relocation bonus of 25% of base pay. The employee must report to the new duty station by September 30, 2004.
- b. When an employee declares in writing on or before September 15, 2004 that he/she will relocate to the corresponding Regional Office, the employee will receive PCS to include a choice of either a housing trip or temporary quarters allowance. The employee will also receive a relocation bonus of 15% of base pay. The employee must report to the new duty station by July 1, 2005.
- c. When an employee declares in writing between September 16, 2004 and January 7, 2005 that he/she will relocate to the corresponding Regional Office, the employee will receive PCS to include a choice of a housing trip or temporary quarters. The employee must report to the new duty station by August 1, 2005.
- d. Employees in the four affected offices may also be considered to receive a directed reassignment by ETA to any of the regional offices other than his/her corresponding regional office. Employees who apply for and are accepted to fill such lateral vacancies in one of the other regional offices will be entitled to a PCS to include a choice of either a housing trip or temporary quarters. Employees must report to the new duty station during the reorganization period.

Additionally the employees will be provided with the maximum miscellaneous costs associated with PCS permitted by law for costs necessitated by relocation.

## 2. Separation from Federal Service:

- a. An employee who has declined the directed reassignment to his/her corresponding regional office and declares in writing by January 7, 2005 his/her intent to continue working at his/her current duty station until the end of the reorganization period, will be separated effective the end of the first pay period in January, 2006.
- b. If no written declaration is received from the employee by January 7, 2005, it is assumed that the employee has declined the directed reassignment. A notice of involuntary separation will be sent to the employee by January 14, 2005 that will be effective April 15, 2005.
- c. Involuntarily Separated employees will be entitled to all benefits provided by law including severance pay.

## 3. Retirement:

Employees in the four affected offices may have the following retirement options:

- a. Employees who choose not to accept a directed reassignment may be entitled to a discontinued service retirement.
  - b. Employees who are eligible may chose to exercise either an early out or a regular optional retirement.
4. The parties agree, due to the increased use of PCS necessitated by the ETA field reorganization, that the Department will make every effort to assure that the current quality and timeliness of PCS processing will continue.
  5. The parties agree ETA will relocate employees on an individual basis and not on a group basis
  6. The parties agree ETA will provide placement services to the maximum extent permitted by law. ETA will provide federal-wide Interagency Career Transition Assistance Program (ICTAP) placement services in accordance with applicable rules and regulations. DOL's Career Transition Assistance Program (CTAP) placement services are being developed and will be offered to those eligible. To be eligible for ICTAP, the employee must have received a notice of proposed separation for declining a directed reassignment or transfer of function outside of the commuting area from ETA. In CTAP, one is eligible if they have received a notice of proposed separation for declining a directed reassignment or transfer of function outside of the commuting area. The employee must still be on the ETA rolls. ETA has requested and expects to receive approval for Departmental priority placement assistance. ETA will provide priority placement assistance in the New York City, Denver, Kansas City, and Seattle offices until the end of the first pay period, January, 2006 and ensure that these additional services supplement and enhance CTAP and ICTAP placement services.

7. Management will provide transitional services to employees, and services to spouses and dependents to the extent allowable. Some of those transitional services will include support services, coaching support, onsite transitional support services, career counseling and job resources centers. These costs will also include miscellaneous PCS/relocation costs necessitated by relocation. The following is a list of transitional support services to be provided:

- Coaching support
- On-site transitional support services (e.g., psychological counseling services)
- Career Counseling Services (e.g., assessments tools, career guidance, workshops, and resume development etc.)
- Job resource centers in each closing office
- For the purposes of this reorganization, ETA will grant paid administrative leave for job search activities (4-8 hours per pay period not to exceed 10 days in a calendar year, 2003-2005). Any interviewing time with a DOL agency will not be counted against this activity.
- Reorganization Web Page/Mailbox
- Within budget and work considerations,
- management will seek opportunities for employees to work in the new regional office prior to accepting or declining a directed reassignment.
- Training on general career mobility opportunities for all affected employees in accordance with Article 22 of the agreement.
- Relocation Assistance

**C. Functional Reorganization Provisions:**

1. The performance elements and standards will reflect the duties and responsibilities of the employee's designated position.
2. Management will provide the necessary training to employees to enable them to perform the functions of their jobs.
3. The NCFLL will be notified at the national level by the Department, as appropriate, in accordance with the DOL-NCFL Agreement whenever a Center of Excellence is to be created and the scope of its activity. The appropriate regional office will share

information with the Regional Collective Bargaining Committee (RCBC) whenever a Center of Excellence is created. The NCFLL reserves the right to bargain local I&I.

4. Job Corps and ATELS are national programs that will continue to be involved with other workforce systems throughout ETA.
5. For purposes of this re-organization, employees will be reassigned with their functions.
6. ETA will clearly define the scope of the Grant Officer authority that will be delegated to the regional offices.
7. The transfer of Job Corps accounting support from the regions to OFAM will not negatively impact on Job Corps employee's work or performance ratings.
8. In ETA's focusing on core business capability, the performance standards of bargaining unit employees will be consistent with actual work they perform.
9. ETA field employees will be allowed to request variations in their assignments in the proposed new staffing pattern. To the extent possible, management will consider accommodating these requests.
10. Variations in organizational structure at the regional level will be discussed with the affected RCBCs. Notification to RCBCs will be according to Article 2 and 3 of the contract.

## V. COMMUNICATION AND DISTRIBUTION

The parties agree that they will mutually develop procedures for communicating the terms of this agreement to all affected employees. These procedures will at minimum include the following:

- It is agreed that the Department will distribute a copy of this MOU to all field ETA employees.
- The parties will mutually develop a list of anticipated reorganization questions and answers and a summary fact sheet to explain the various provisions of this MOU to field employees in terms easily understandable to them. These will be developed and distributed to all ETA field employees on July 31, 2003.

**VI. STATUS OF AGREEMENT**

This MOU will go into effect upon signature by the designated representative of each party. It will be implemented beginning July 31, 2003. It will remain in effect for the term of the NCFL/L/DOL Master Agreement.

Signed this 19<sup>th</sup> day of June, 2003

Susan Hyman  
Susan Hyman  
Human Resources Specialist, OELMR

Roger O. Jackson  
Roger O. Jackson  
NCFL/L Vice-President  
Leader, Negotiating Team

Dina Rambert  
Dina Rambert  
Labor Relations Officer, ETA

Eric H. M. Ramirez  
Eric H. M. Ramirez  
NCFL/L Recording Secretary

Joseph Juarez  
Joseph Juarez  
Region Administrator, Region 4  
Dallas/Denver

Scott Wilkinson  
Scott Wilkinson  
NCFL/L Vice-President

Roscoe Ridley Jr.  
Roscoe Ridley Jr.  
Labor Relations Specialist

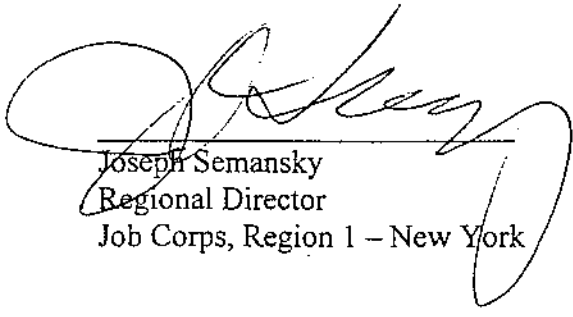
Arnold Keller  
Arnold Keller  
President, NCFL/L Local 2336

Kit Donahue  
Kit Donahue  
Director, Office of Workforce Security  
Philadelphia

Lance Potts  
Lance Potts  
Vice President, NCFL/L Local 1748

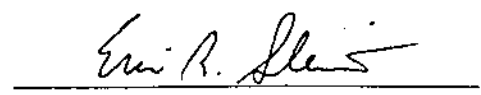
Terrence Benewick  
Terrence Benewick  
Regional Director, Region 5  
ATELS, Chicago/Kansas City

Elizabeth Kane  
Elizabeth Kane  
Steward, NCFL/L Local 2513



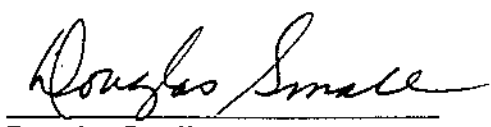
---

Joseph Semansky  
Regional Director  
Job Corps, Region 1 – New York



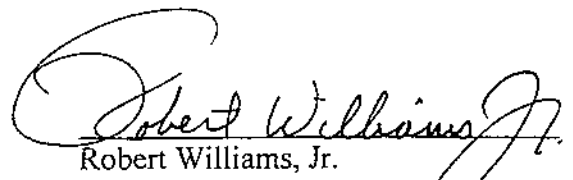
---

Eric Steiner  
Steward, NCFLL Local 2336



---

Douglas Small  
Acting Director, OHR, ETA



---

Robert Williams, Jr.  
Steward, NCFLL Local 2179



## **Attachment: NEW ORGANIZATION STRUCTURE**

### **1. Geographic Areas:**

All regional functions will be consolidated into six geographic locations. The six geographic locations are as follows:

Boston  
Philadelphia  
Atlanta  
Dallas  
Chicago  
San Francisco

### **2. Office of Workforce Systems:**

Within each Workforce System Regional Office three offices will be formed to achieve the key business objectives. While this structure will be uniform in all six Regional Offices, Regional Administrators will have the flexibility to assign staff and create work units below the office level to meet their business objectives and address the realities of existing staffing situations.

The three offices are:

*The Office of System Performance*, which responds to grantees operating within the workforce system at the state and local levels;

*The Office of Discretionary Grants and Foreign Labor Certification* which supports the non-system grantees to enhance performance/outcomes and to better connect them with the workforce system; and

*The Office of Systems Support* which consolidates and focuses responsibility for grantee performance management and reporting functions within one unit while recognizing that every regional office staff person has a responsibility for grantee performance.

Finally, the Workforce System structure will create Centers of Excellence to expand the capacity of Regions by having staff with specific, in-demand expertise serve as the 'lead' in developing approaches and providing training and consultation to multi-region staff.

### **3. Office of Job Corps:**

In the current organization the mission and goals of Job Corps have been strategically integrated with the workforce investment system to further enhance ETA's service to citizens. The realities of day-to-day operations support returning to a governance system that recognizes the uniqueness of Job Corps while continuing to support collaborative approaches to workforce issues.

Because Job Corps is a National program with a field structure that reports directly to the National Office, it would be more effective for the Job Corps regions to be structured in the same manner as the National Office. This organizational structure will consist of:

- The Office of the Regional Director,
- The Division of Program Support, and
- The Division of Program Operations.

4. **Office of Apprenticeship Training, Employer and Labor Services (ATELS):**

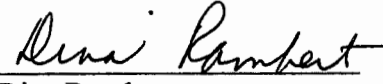
ATELS maintains its current structure within the six-region design. In the current organization the mission and goals of ATELS have been strategically integrated with the workforce investment system to further enhance ETA's service to citizens. The realities of day-to-day operations support returning to a governance system that recognizes the uniqueness of ATELS while continuing to support collaborative approaches to workforce issues.

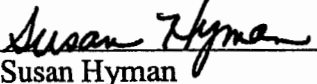
ADDENDUM  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U. S. DEPARTMENT OF LABOR  
AND THE  
NATIONAL COUNCIL OF FIELD LABOR LOCALS

1. On July 30, 2003, the parties mutually agreed to change the July 31, 2003 date to issue the directed reassignment letters to September 2003. The parties recognize that the delay in the issuance of the directed reassignment letters may have created difficulty for some ETA employees to make a decision by the original January 9, 2004 declaration date.
2. As a result, the parties agree that the declaration date of January 9, 2004 identified in Section IV B 1a of the June 19, 2003 Memorandum of Understanding (MOU) is hereby amended to February 12, 2004.
3. ETA agrees to inform the affected field employees of this amendment to the June 19, 2003 MOU by personal letter. All ETA field employees will be advised of the Addendum to the original MOU.

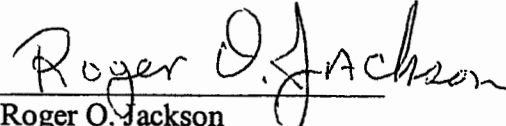
Signed this 21st day of October, 2003.


**FOR THE DEPARTMENT**

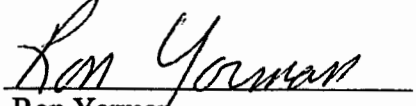
  
Dina Rambert  
Labor Relations Officer, ETA

  
Susan Hyman  
Human Resources Specialist  
OELMR

**FOR THE NCFLL**

  
Roger O. Jackson  
NCFLL Vice President  
Leader, Negotiating Team

  
Scott Wilkinson  
NCFLL Vice President

  
Ron Yarman  
President, National Council of Field  
Labor Locals