

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
DEPARTMENT OF LABOR  
AND THE  
NATIONAL COUNCIL OF FIELD LABOR LOCALS, AFGE, AFL-CIO**

**Introduction:** This is a Memorandum of Understanding (MOU) entered into by the U.S. Department of Labor (DOL) and the National Council of Field Labor Locals (NCFLL), AFGE, AFL-CIO, in accordance with the provisions of the DOL-NCFLL Agreement which became effective on July 1, 2002.

**Subject:** This MOU concerns the appropriate arrangement for NCFLL bargaining employees (BUE) as it pertains to the DOL Career Transition Assistance Plan (CTAP), DPR 330.

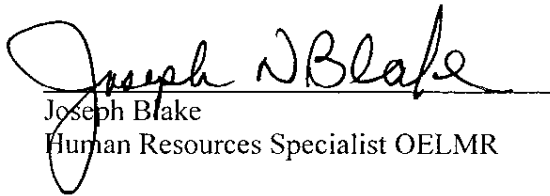
**Terms of the Agreement:**

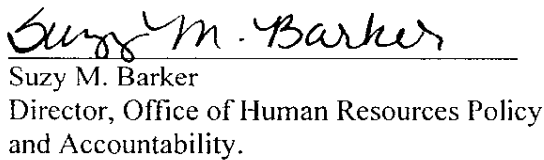
- A. Nothing in this MOU will diminish the institutional and individual rights of the NCFLL and its bargaining unit employees as stated in the NCFLL/DOL Agreement, except as provided below.
- B. The Department of Labor will ensure that all eligible NCFLL bargaining unit employees will have access to the career transition services available and appropriate to their specific situation(s) as described in DPR 330, the DOL-NCFLL Agreement and this MOU. The parties agree that such services will be made available to NCFLL BUE's to the fullest extent feasible.
- C. The Department of Labor will ensure information relative and appropriate to all NCFLL BUE's eligible for special selection priority or priority consideration will be provided in accordance with all applicable laws, regulations, the provisions of the DOL-NCFLL Agreement, and this MOU. The parties agree that NCFLL BUE's may be considered eligible for special selection priority status for positions outside their local commuting area, only in situations where the remoteness of the duty station would hinder viable opportunities for placement.
- D. When an employee applies and accepts a position at a lower grade, it will not impact their eligibility for future special selection priority as provided in DPR 330 and this MOU.
- E. NCFLL BUE's should be authorized a reasonable amount of excused absences on duty time to utilize available DOL services and facilities for career transition assistance. In addition, eligible employees may be authorized to the extent feasible, official travel to utilize available services and facilities for career transition assistance.

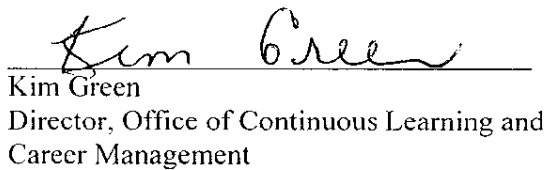
- F. Reimbursement of travel and transportation expenses for permanent change of station (PCS) shall be provided in accordance with applicable laws and regulations. (See DPR Chapter 572). The parties agree that NCFLL BUE's with special selection priority status may be eligible for selection outside their local commuting areas only in situations where the remoteness of the duty station would hinder viable opportunities for placement. They further agree that such employees reassigned to duty stations outside their current local commuting area may be eligible for PCS.
- G. The parties agree that NCFLL BUE's who do relocate to new duty stations under the DOL CTAP may be eligible for Relocation Bonuses. Such Relocation Bonuses shall be provided in accordance with applicable laws and regulations. (See DPR 575).
- H. Affected NCFLL BUE's will be eligible for priority consideration assistance for one (1) year from the date of official notification. On an Ad Hoc basis, circumstances such as serious illness or if a lack of viable opportunities for placement exist, an employee may submit a request to their HRO for an extension not to exceed a total entitlement period of 24 consecutive months, unless eligibility ceases in accordance with DPR 330.
- I. Reports described in DPR 330 will be provided to the NCFLL within 5 workdays of their receipt by the HRO's.
- J. Eligible NCFLL BUE's will use the DOL automated recruitment system (DOORS) to apply for/and or be notified of vacancies and the results of their application. Applicants will be notified by the HRO whether or not they were found well-qualified. If the applicant is not found well-qualified, such notice will include information on the results of an independent second review conducted by the HRO specifying why the applicant was not found well-qualified. (See DPR 330) All notices to eligible NCFLL BUE's will advise them of their rights and responsibilities under DOL's CTAP (with prototype copies provided to the NCFLL.)
- K. The Department of Labor will post this MOU to the Labor/Region net within thirty (30) days of signing, and will provide the MOU to the agencies with instructions to post and distribute to all duty stations. All postings will be retained at least for the term of the current NCFLL/DOL agreement.
- L. The parties agree to develop a joint summary outlining the highlights of the DOL's policy and this MOU, which will be posted in the same manner as this MOU.

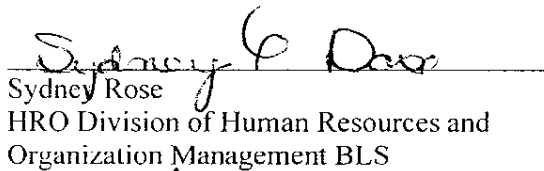
**DOL-NCFLF MOU on DPR 330 CTAP:**

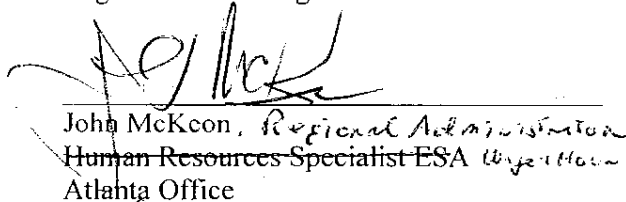
**FOR THE DEPARTMENT**

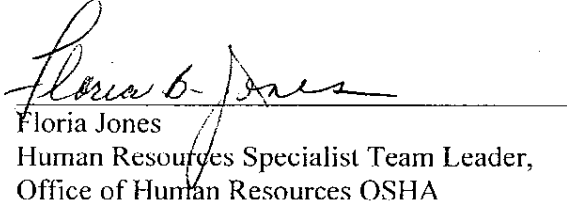
  
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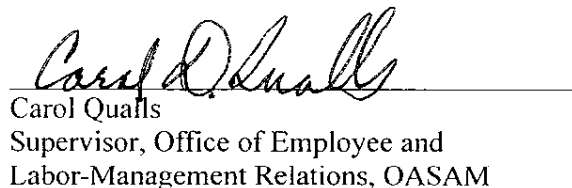
  
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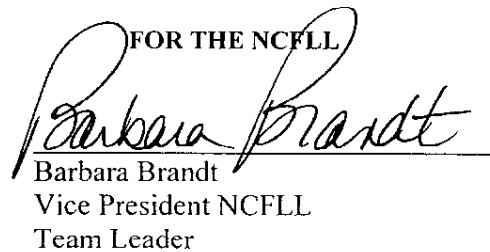
  
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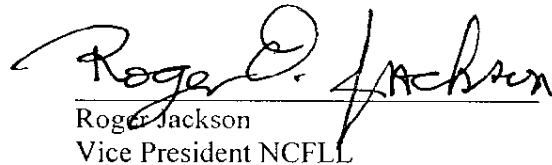
  
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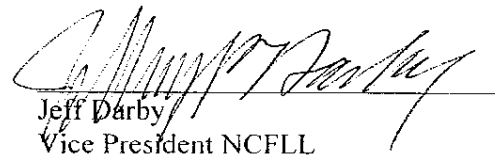
  
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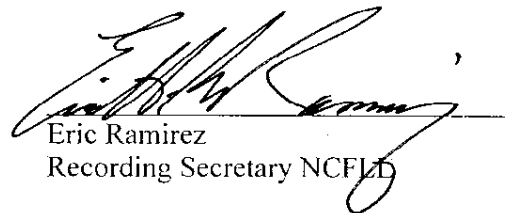
December 16, 2004

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