

**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 implementation of the Reduction In Force (RIF) associated with the Most Efficient Organization (MEO) for Logical Business Unit 6 (LBU-6)


III. TERMS OF THE AGREEMENT

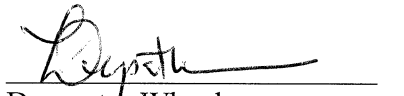
- A. **VOLUNTARY TRANSFER:** In accordance with Article 48, Section 2 of the DOL/NCFL National Agreement, the Department and the NCFL encourage employees to file requests for transfer with the servicing regional personnel offices.
- B. **DOWNGRADES & SEPARATIONS:** It is the policy of the Department to assist employees who are adversely affected as the result of government-wide or DOL management initiatives, with career transition services and, to the extent practicable consideration and selection priority for positions within the Department for which they qualify. Priority is given only to affected employees and is intended to maximize their opportunities to find other employment.
- C. **NOTICE OF RIF:** In accordance with Article 47, Section 3 of the DOL/NCFL National Agreement and DPR 351, the Department will provide all impacted employees a notice which shall contain a summary of relevant information concerning their own tenure group, length of service, their last three (3) performance ratings received during the last four (4) years and veterans' preference used to determine their retention standing. If there is an error in the notice, the employee should immediately contact their servicing personnel office.
- D. **TRANSITIONAL SERVICES AND RETIREMENT:** The Department agrees to provide the NCFL Executive Committee with information regarding the types of services available to LBU-6 impacted employees no later than five workdays following issuance of the employee's specific RIF notice.

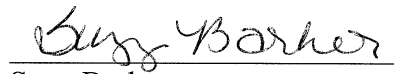
The parties agree that retirement training is essential for those employees subject to this RIF. Every reasonable effort has been made to afford this training to those employees impacted by the RIF.


- E. **UNION REPRESENTATION:** In accordance with Article 1, Section 1.E and Article 5, Section 3 of the DOL/NCFLI National Agreement all covered employees may avail themselves of Union representation. No later than April 2, 2008, management will provide the NCFLI an aggregate report of the actions taken by management and/or the employees relative to the LBU- 6 RIF. (e.g. Bump or Retreat, VERA, VSIP, Voluntary Transfer, Directed Reassignment, Discontinued Service Retirement, optional retirement, etc.)
- F. **DISTRIBUTION:** The Department will distribute a copy of this MOU to all employees receiving specific RIF notices. In addition, the MOU will be posted on RegionNet.

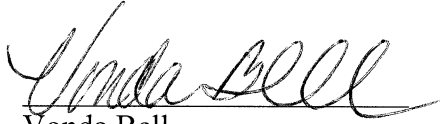
LBU6: RIF Impact and Implementation MOU dated November 8, 2007.

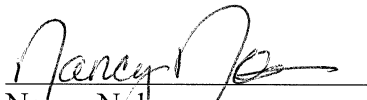

Galen Yoder
HR Specialist, OELMR

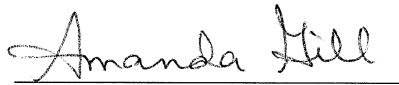

Dempster Wheeler
Chair, Vice-President, NCFL

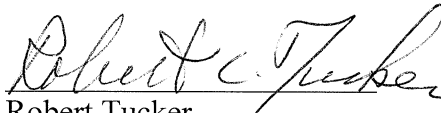

Suzy Barker
Director, OHRPA

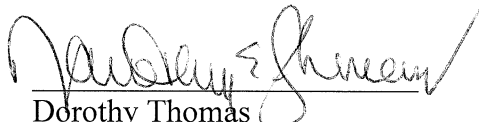

Ron Yarman
President, NCFL

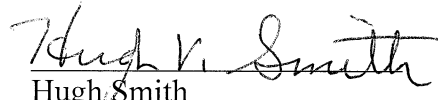

Vonda Bell
Program Manager, OHRPA

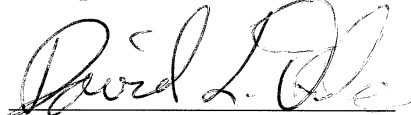

Nancy Nolan
Vice-President, NCFL


Amanda Gill
HR Specialist, OELMR


Robert Tucker
Vice-President, NCFL


Dorothy Thomas
HR Specialist, OELMR


Hugh V. Smith
Vice-President, NCFL


David Frank
Deputy Director, OFCCP

11/8/07
Date