

Memorandum of Agreement

Between

AFGE Local 2923 and NIEHS

Administrative Management Branch (AMB) Reorganization

Section 1.0

Introduction

The agency enters into this agreement with respect to current bargaining unit employees of the Administrative Management Branch as of the date of signatures. The agency agrees to space adjustments in accordance with the parties negotiated space article if there is a bargaining unit status change for either of the two affected positions covered by the current unit petition under review with the FLRA.

Section 2.0

Work and Tours

The Agency agrees that there will be no changes regarding BUE tours of duty, schedules (including alternate work schedules), telework schedules, and telework eligibility as a result of or related to this reorganization. It is expected that employees will continue to have the same type and level of work.

Section 3.0

Performance Evaluation

The Agency shall ensure that supervisors adhere to the Parties' 2012 PMAP MOA until such time as it is superseded.

An employee who is given new work assignments will be given appropriate training regarding such assignments and a minimum of 90 days to adequately perform such assignments prior to being evaluated. This does not preclude or prevent a supervisor from providing normal supervisory instruction and guidance on how to conduct or complete assigned work.

Section 4.0

Office Space and Moves

All employee moves that are conducted as a result of this reorganization shall be conducted in compliance with the applicable and agreed to sections of Article 43, Office and Other Space of the new and as of yet unimplemented Collective Bargaining Agreement.

If the agency does not follow the Office and Other Space article requirements cited above, the agency agrees that physical moves and office space changes will not occur until the Union and Management have completed negotiations including any impasse procedures.

Section 5.0 Future Vacancies

The Agency agrees that whenever a vacancy in any of the new organizations arises that they will consider using the COTA mechanism, a trainee appointment, or a Union-Management upward mobility program if applicable. The Agency agrees that when a vacancy arises for any of the existing positions subject to this reorganization, the Agency will notify the Union if there will be a change to the bargaining unit status of the vacated position.

Nothing in this document changes or waives either party's rights. Furthermore, this MOU is non-precedential.

For the Agency:

/s/Joellen Austin
Executive Officer

3/6/14

For the Union:

/s/ Bill Jirles
President, AFGE Local 2923

3/4/14