

VOLUNTARY RELOCATION PROGRAM

MEMORANDUM OF AGREEMENT BETWEEN THE U.S. CUSTOMS AND BORDER PROTECTION, U.S. BORDER PATROL, AND NATIONAL BORDER PATROL COUNCIL REGARDING THE VOLUNTARY RELOCATION PROGRAM

1. Parties. The parties to this agreement are the U.S. Customs and Border Protection, U.S. Border Patrol, and the National Border Patrol Council, hereafter referred to as CBP or Management and NBPC or Union, respectively. Collectively, CBP (or Management) and NBPC (or Union) will be referred to as the “parties.”

2. Authorities. This agreement, authorized under the provisions of 5 U.S.C. § 5739, as amended by Public Law 111-112, permits agencies to conduct relocation expenses test programs that are “designed to enhance cost savings or other efficiencies that accrue to the Government” and approved by the Administrator of the General Services Administration (GSA).

3. Purpose. The purpose of this agreement is to set forth procedures by which the Voluntary Relocation Program (VRP) for Border Patrol Agents (BPAs or agents) is conducted and the role of management and the NBPC.

3.1. Principles. The parties to this agreement recognize that relocation opportunities for experienced employees greatly facilitate the accomplishment of the Border Patrol’s mission, and also enhance employee morale and retention. The parties also recognize that many employees have requested expanded relocation opportunities. Accordingly, both parties willingly enter into this agreement with the expectation that management will provide significantly more relocation opportunities within the allocated relocation budget, and will not use the VRP solely as a mechanism to generate an overall reduction in the relocation budget. Furthermore, it is anticipated that a wider variety of locations will be offered through the VRP, including locations not in a focus area.

3.2. Precedence. The Agency acknowledges its obligation to negotiate the terms of this agreement with the Union. Furthermore, the parties note that the terms of the VRP were negotiated under a unique set of circumstances peculiar to the VRP authorization and do not represent an agreement by management to bargain on similar terms in other circumstances.

3.3. Scope. This agreement is limited to vacancies that management chooses to fill under its specific terms, and does not affect any other types of transfers, reassignments or relocations. This agreement applies to inter- and intra-sector relocations. Nothing herein affects management’s right “to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source.” Whenever management chooses to exercise that right, however, it cannot utilize the reduced cost reimbursement or no-cost provisions of this agreement. In any selections not consistent with the terms of this agreement where management has an obligation to reimburse the employee under law, rule or regulation, it must fully reimburse the employee in strict accordance with the provisions of the Federal Travel Regulation in effect at the time of relocation.

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4. Eligibility. Border Patrol Agents, GS-1896, who are interested in a lateral reassignment/relocation within the continental United States and who are serving on a career conditional or career status appointment.

4.a. Federal Career Interns. Border Patrol Interns serving on a Federal Career Intern Program appointment are not eligible for the VRP.

4.b. Lateral Reassignments. The VRP is only for lateral reassignments/relocations to the same grade. Accepting a lateral reassignment does not affect an employee's current grade. Supervisory BPAs may not apply for journeyman level VRP announcements.

5. Procedures:

5.1. Application, Selection and Acceptance

5.1.a. Soliciting Relocation. Responsibility for soliciting relocations rests with the Agency. The Agency will announce voluntary relocation opportunities at least twice annually as funding permits. Vacancy announcements will focus on soliciting relocations for nationwide locations, as management deems appropriate. (Note: stations will not be listed where the agency does not anticipate making any selections. The number of stations excluded will be limited to ensure that the widest variety of locations possible can be offered during each announcement period.) Announcements will remain open for a period of at least three weeks. Agents will submit their requests for relocation during each open period; requests do not carry over between periods. Agents expressing interest may select up to five preferred locations. Agents may identify their first and second preferred locations.

5.1.b. Selection Certificates by Seniority. CBP will generate a list composed of all agents, referred in order of seniority and without regard to grade, who have requested relocation for each duty station. Certificates will be color coded with an agent's first and second preferred locations, so selecting officials can easily identify an agent's preferred location(s).

For the purposes of this program, seniority consists of the total Border Patrol Agent (occupational series GS-1896) service time. Agents are responsible to ensure that they enter their correct seniority date on the application at the time they apply for reassignment. If an agent has questions about how to calculate their Border Patrol seniority date, they can contact the Human Resources Management (HRM) point of contact listed on the respective announcement.

5.1.c. Window of Consideration on Selection Certificates. On each duty station list, management may consider the top seven (7) names from the referral list for the first vacancy. For each additional vacancy, one more name will be added. Ties (the exact same seniority date) for the last name for consideration may also be considered in all instances. Names may not be added to replace selections made on the list from which they were selected. If any selections are made from the list, at least one of the selections must come from among the first seven (7) names. Management will place a priority on considering an agent's first and second preferred locations when making selections.

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5.1.d. Withdrawal from Consideration. An agent may withdraw from consideration for one or more locations by submitting a written request or email to HRM identifying the change. HRM will process the request up to two (2) business days prior to the selection draft. Withdrawal from one or more locations does not affect an agent's standing on any other certificate. The HRM point of contact will be identified on the respective VRP announcement. If a selection certificate is issued with an agent's name who withdrew from consideration within the two (2) business day time frame, management will strike the agent's name and replace it with the next name of the list, to include ties (the exact same seniority date).

5.1.e. Selections for Multiple Locations. When management is making selections for several locations at once, an agent selected for one of those locations will be removed from the other lists and replaced with the next name on the list(s), to include ties (the exact same seniority date) if such selection is for:

(1) the agent's first preferred location;

(2) the agent's second preferred location, except that the agent will remain on the list for his or her first preferred location to ensure that the agent remains in consideration for such location; or

(3) one of the agent's non-preferred locations, except that the agent will remain on the list(s) for his or her second and/or first preferred location(s) to ensure that the agent remains in consideration for such location(s).

5.1.f. Promotion Out of Bargaining Unit. Upon promotion out of the bargaining unit, agents are disqualified from participation in the VRP established under this MOU and their names will be removed from consideration. If a selection certificate is issued with an agent's name who was promoted out of the bargaining unit, management will strike the agent's name and replace it with the next name on the list, to include ties (the exact same seniority date).

5.1.g. Selected Standby List. Management will make selections without regard to the current duty station of the eligible agent. If an agent is selected and cannot be released from his or her current station due to operational requirements, e.g., significant numbers of agents are transferring out of the station without a commensurate number transferring in, therefore impacting operations; Border Patrol Headquarters will be notified. Any agent who cannot be released within the stated requirements listed under paragraph 5.4.a. in this agreement will be placed on a "selected standby list" for the current station. Management will relocate these agents once the operational concerns are mitigated, assuming availability of funds. Management will review the status of each agent on the list at least quarterly and update agents promptly on their status. Normally, management will relocate agents from a station's selected standby list based on seniority unless operational requirements dictate otherwise. These lists will remain active for the duration of the VRP authority.

5.1.h. Responding to a Relocation Offer. Agents must accept or decline a relocation offer from CBP within 72 hours of confirmed receipt. The formal confirmation offer will be sent

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electronically unless an applicant does not have an email address. (Note: The 72 hours will start on the date and time the read receipt message is received by HRM.)

5.2. Selection Certificate Review

5.2.a. Copy of Selection Certificates. Border Patrol Headquarters will provide the NBPC with a sanitized copy (no SSNs) of all final coded selection certificates, the standby list, and the Gain/Loss spreadsheet prior to making the informal offers to BPAs selected.

5.2.b. NBPC Review. The NBPC will complete its review and raise its initial concerns within five (5) business days of its receipt of the signed selection certificates, standby list and Gain/Loss spreadsheet.

5.2.c. Management Response. Management will respond to any concerns raised by the NBPC within five (5) business days of its receipt of the NBPC concerns.

5.2.d. Disputed Matters. If there are any disputed matters, the parties will confer and attempt to resolve them within five (5) business days following Border Patrol Headquarters' response. If after five (5) business days the disputed matter has not been resolved, management will decide on a course of action, and the Union retains its right to file a grievance in accordance with the collective bargaining agreement.

5.2.e. Undisputed Selection Certificates. All undisputed selection certificates will be processed without delay.

5.3. Declination of a Relocation Offer

5.3.a. Removal from Relocation Lists. If an agent declines a relocation offer at any time within the 72-hour decision time (regardless of initial acceptance), or does not respond to a relocation offer for which receipt has been confirmed by the end of the 72-hour decision time, he or she will be removed from all relocation lists until the next open period. (Note: The 72 hours will start on the date and time the read receipt message is received by HRM.)

5.3.b. Rescinding an Acceptance. If after accepting an offer and after the 72-hour decision time an agent declines a relocation offer, he or she will be removed from all voluntary relocation lists and may not participate in the VRP until the next open period. Any funds received from CBP for that relocation must be repaid in full. Note: Repayment of the VRP lump sum is arranged through the CBP National Finance Center, Travel Section. Payments can be made in installments.

5.4. Reporting to New Duty Location

5.4.a. Reporting Timeframes. Agents who do not own a residence must report to their new duty station within 45 calendar days from the date of formal acceptance. Agents who own a residence must report to their new duty station within 90 calendar days from the date of formal acceptance. The date of formal acceptance is the date that the agent sends their acceptance of the

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offer to HRM. Requests for extensions will be granted when justified by the circumstances articulated by the agent.

5.4.b. En Route Travel. En route travel is official duty time. Travel time for moving is based on the current Federal Travel Regulation (FTR) 302-4.400. Reasonable travel time for moving is a minimum driving distance that may be more than, but not less than, an average of 300 miles per calendar day. All other travel costs are included in the lump-sum payment. Note: Travel days are considered eight (8) hours for compensation purposes and can not include AUO or overtime hours.

5.4.c. Administrative Leave. Agents relocating will receive the following days of administrative leave:

- Five days for a house hunting trip (granted by the sending sector); and
- One-person households – Three days for packing (granted by the sending sector) and three days for unpacking (granted by the receiving sector), or
- Multiple person households – Five days for packing (granted by the sending sector) and five days for unpacking (granted by the receiving sector).

5.5. Payment

5.5.a. Lump Sum Amounts. Agents relocating as a part of this program will receive the following lump sum amount, dependent on the agents' status, in lieu of any other relocation expenses:

- \$ 8,950 for one person households who do not own a home
- \$16,850 for multiple person households who do not own a home
- \$27,375 for one person households who own a home
- \$35,275 for multiple person households who own a home

5.5.b. Two CBP Employees. In a multiple person household where two people are CBP employees, only one lump sum amount will be paid in accordance with the foregoing entitlements.

5.5.c. Direct Deposit. Agents will receive a lump sum payment through direct deposit.

5.5.d. Use of Government Issued Travel Card. Agents may use their contractor-issued government travel charge card to cover expenses directly related to the relocation up to the amount provided for by the lump sum payment in accordance with Chapter 301 of the Federal Travel Regulation. The employee is responsible for promptly repaying all expenses charged to his or her travel charge card to the credit card company in accordance with the credit card company agreement.

5.5.e. Remaining at New Duty Station. Upon arrival at their new duty station, agents must remain in a duty status at the location for at least one full year (from the date they entered on

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duty at the new duty station) or they will be required to repay the lump sum payment to CBP. The following exceptions to the one-year requirement apply, if the agent:

- Receives a promotion within CBP;
- Moves at the volition of CBP;
- Qualifies for a compassionate transfer;
- Involuntarily separation from CBP; or
- Moves back to his or her former residence in order to avoid significant financial hardship due to the housing market.

Note: In order to establish “significant financial hardship,” the agent must show the following:

- The former residence was listed at or below market value;
- The former residence was listed longer than the average time on market;
- There were no offers on the former residence within 5% of the asking price; and
- The agent is unable to continue to absorb the expense of the former residence.

5.5.f. Ineligibility Period to Apply for Another Relocation. Agents relocated through the VRP or any other voluntary relocation program such as the Relocation Opportunity Bulletin (ROB) shall be ineligible to apply for another voluntary relocation for two full years. During the third year, the agents’ seniority will be halved for the purpose of computing their placement on voluntary relocation lists. Full seniority is reinstated in the fourth year. Note: This provision only applies to funded relocations. Agents relocated under the “No-Cost Transfer” option remain eligible to apply for funded relocation opportunities.

5.5.g. Change Residence. In order to receive the lump sum payment, agents must change the residence from which they normally commute to work.

5.6. No-Cost Transfers

5.6.a. No-Cost Transfers. “No-cost transfers” are transfers for which selected BPAs are not eligible for the VRP lump sum payment or the administrative leave outlined under this agreement. USBP will effectuate as many of these no-cost transfers as determined to be consistent with operational needs. The procedures for selecting BPAs for no-cost transfers will be the same as the procedures described in paragraph 5.1.c. No-cost transfers are either:

The BPA is selected for relocation to a station over 50 miles from his/her current duty station; and the relocation results in a decreased commute from his/her official residence at the time of selection to the new duty location; or

The BPA is selected for relocation to a station within 50 miles of his/her current duty station.

5.6.b. Station Address. The physical address of the station will be used to calculate the distance instead of the station’s official mailing address.

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5.6.c. Official Residence. Official residence is defined as the residence address listed with the National Finance Center (NFC). It is the agent’s responsibility to ensure that his/her official residence is correctly annotated in NFC and updated as necessary.

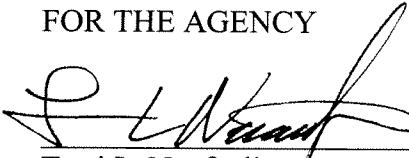
6. Effective Date. The terms of this agreement will become effective upon the signature of the parties and will continue in force until modified or terminated by mutual agreement; or upon expiration of the statutory authority.

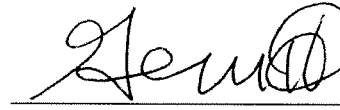
7. Modification. This agreement may be modified upon the mutual written consent of the parties at any time.


8. Expiration. The statutory authority to conduct relocation expenses test programs expires on April 29, 2014. The initial term of this agreement will be two (2) years from the date that both parties sign below. The parties will confer on the status of the VRP no less than sixty (60) days prior to the expiration of the agreement. At the conclusion of that process, either party may notify the other, in writing, of their intention to re-open the agreement for negotiations; such negotiations will commence no later than thirty (30) days before the expiration of the initial term of the agreement. If neither party expresses an interest in re-opening the negotiations, the term of this agreement will be extended to the end of the statutory authority to conduct the relocation expense test program. In that case, the agreement will expire on April 29, 2014.

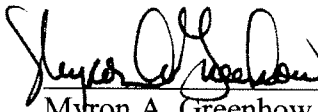
FOR THE AGENCY

FOR THE UNION


8/26/2010
Date
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