

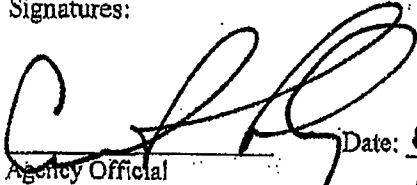
**NTEU AND ACF MEMORANDUM OF UNDERSTANDING
POST-A-76 EMPLOYMENT**

1. NTEU shall provide a copy of this agreement to each affected Chapter President. The Employer shall provide a copy of this agreement to all impacted bargaining unit employees.
2. Subject to the right to assign work, each impacted employee will be provided twenty-four (24) hours, referred to herein as "Job Assistance Activity Time," to conduct any activities designed to assist them in seeking and obtaining a substitute position for the one held at the time of the signing of this Agreement.
3. The Employer agrees to provide impacted employees use of work space, a computer, intra and internet access, telephone, printing, copying, faxing and email access in order to prepare for and conduct job searches.
4. Employees with a disability as defined under the Rehabilitation Act or those benefiting from approved workplace accommodations at the time this agreement is signed will be provided, consistent with law, rule and regulation, reasonable accommodation for the purpose of ensuring that they understand the contents of this agreement and to assist them in seeking and obtaining an alternate position.
5. To affect placement and transition to the performance decision, the employee may be placed in a different position within the local commuting area. Absent voluntary selection of another position by a displaced employee by the date set forth in Section 8(c), the Employer will reassign employees to an appropriate position which shall not result in loss of pay or benefits.
6. To the extent the budget will allow, the ACF will make every reasonable effort to provide employees directly impacted by the decisions in the 2005-2006 A-76 competitive sourcing studies and, where appropriate, with the following information, assistance and resources:
 - a. Voluntary Early Retirement (VERA) will be offered subject to OPM approval to all eligible employees who are considered impacted employees under this agreement.
 - b. Access to the Placement Assistance Website (PAWS) to enable employees to post their resumes for exploring other job opportunities across HHS and to notify management of the availability of this potential applicant resource pool.
 - c. Access to Human Resource Specialists who will review work experience and to advise employees on positions for which they may be qualified or on the necessary skills, courses and training that would be required to make them qualified. The initial time for meeting with these Human Resources Specialists will not be deducted from the employee's Job Assistance Activity Time; however, additional time spent in this endeavor

(e.g., follow-up sessions) will be considered "Job Assistance Activity Time"

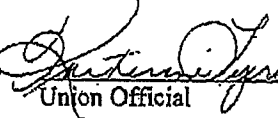
- d. Career Assistance Workshops, Mentoring Programs, Career Opportunities Training Agreements (COTA) or other Human Resources tools appropriate to the situation that will facilitate the movement of the impacted employee into an alternate position.
7. NTEU will meet and confer with impacted employees in order to assist them in determining their options and best course of action. Additionally, in conjunction with the Employer, the parties will prepare and present two, two-hour "Career" Brown Bag Lunch & Learns, followed by a third if necessary. These Lunch & Learns will be advertised to all bargaining unit employees and held at an easily accessible location provided by the employer; for regional office employees, the presentations will be made available by videoconference. Employees will have the opportunity to hear first-hand information to more fully understand strategies for seeking an alternate position through presentations made by managers, the types of skills they will be looking for, the process to use to go about applying and other information specific to being successful in obtaining employment in their areas of ACF. Participation by Union officials shall be considered official time.
 8. Timeframes regarding employee options are as follows:
 - a. If VERA is approved and offered, written notice via email will be provided to the Employee by the timeframe established by ACF with VERA notification.
 - b. If the decision by the impacted employee is to move to another position identified by the employee, the decision (e.g., re-assignment) must be accepted by the receiving and current office. Backfills for positions that are vacated by competitively sourced employees are not guaranteed and will be reviewed on a case-by-case basis pending available funding. The employee should move into a position that is inherently governmental as determined by the agency. Management, representatives of NTEU – where requested - will assist the employee in achieving the goal of obtaining an alternate position
 - c. All employees electing to "voluntarily" identify and select an alternate position must move into the position no later than December 15, 2006. After that date, the Employer will reassign any remaining impacted employees pursuant to the provisions of this Agreement.
 9. This MOU will become effective upon signature by all parties and will terminate upon January 1, 2008.

Signatures:



Agency Official

Date: 8/29/06



Date: 8/29/06

Union Official

Curtis L. Coy
Deputy Assistant Secretary for Administration
ACF/HHS

Katherine Tijerina
National Negotiator
NTEU