## ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. DEPARTMENT OF LABOR

## AND THE NATIONAL COUNCIL OF FIELD LABOR LOCALS, AFGE, AFL-CIO

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Labor (DOL) and the National Council of Field Labor Locals (NCFLL) in accordance with the applicable provisions of the Agreement between NCFLL and the U.S. Department of Labor, hereinafter, the Collective Bargaining Agreement (CBA). This MOU in no way creates or establishes a precedent.

The Parties agree that for the 2014 leave year only, the following applies:

- 1. Management agrees to waive the 80 hour per employee per year cap on time off awards (TOAs) for any employee who elects a TOA but if doing so would exceed the cap.
- 2. NCFLL will agree that the number of work days employees will have available to make their choice of a cash or TOA will be reduced from five (5) work days to three (3) work days. Management will fully consider employee choices made within five work days if the employee communicates or is experiencing extenuating circumstances.
- 3. If no selection is made within the three (3) workdays, the default will be a TOA.
- 4. Recognizing that the final processing and payment of the awards involves a number of factors beyond the Department's control, and which could reasonably interfere with the ultimate payment date, it is DOL's intent that employees receive their awards by 12/22/2014. DOL will promptly advise the Council when any late submission of a compensation plan by an agency results in a payment to the NCFLL bargaining unit employees beyond 12/22/2014, and such notification will provide the reasons for said delay.
- 5. Management agrees that it will provide the NCFLL by the end of January 2015 with an agency listing of how many NCFLL bargaining unit employees received 3 work days to make their bonus election versus the original 5 work days.

For the Department:

Shawn K. Hooper

Director, Office of Employee and Labor

Management Relations

For the Union:

Dennis DeMay

President, NCFLL, AFGE, AFL-CIO

Date 10 1 10 1

Date