

MEMORANDUM OF AGREEMENT

BETWEEN
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 918
AND
THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (DHS)
UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE)
FEDERAL PROTECTIVE SERVICE (FPS)

This **MEMORANDUM of AGREEMENT (MOA)** is entered into by and between the American Federation of Government Employees, Local 918 (“AFGE” or “Union”), and U.S. Immigration and Customs Enforcement, Federal Protective Service (“FPS” or “Agency”) in resolve of the issues regarding **Plum Island Animal Disease Center (PIADC)**. For the purposes of this MOA, FPS and the Union shall hereinafter be collectively referred to as the “Parties.”

In consideration of the mutual promises contained herein, the Agency agrees to the following terms and conditions:

The parties agree that the Plum Island Animal Disease Center Temporary Detail will be manned by qualified FPS Region 2 personnel (up to a maximum of half the detail personnel) to the maximum extent possible as workload permits. In the event there is an insufficient number of volunteers from within Region 2, volunteers from other FPS Regions shall be utilized to cover staffing gaps.

1. The announcement of the PIADC temporary detail shall be distributed by the Agency to FPS law enforcement personnel via e-mail, in accordance with established procedures.
2. The Agency shall ensure a fair selection process for personnel volunteering for the PIADC temporary detail in accordance with Agreement 2000, Article 28(A) for details.
3. All FPS personnel who are selected for the temporary detail will attend the PIADC Orientation class before beginning work on the Island.
4. In addition to the routine PIADC Briefing FPS employees will be provided with a Briefing pertaining to the following:
 - established PIADC Emergency Procedures;
 - presence of PIADC 24 hour Emergency Medical Service and Contract Security providers and their responsibilities will be thoroughly outlined;
 - details of MOU and/or MOAs with other local law enforcement agencies and between FPS and PIADC;
 - Comprehensive tour of the Island.
5. The Agency will provide all mandatory and/or Agency recommended immunizations to detailed employees at no cost.
6. To the extent possible, FPS employees are authorized to utilize the Federal Occupational Health Office on PIADC for diagnosis of insect bites or skin conditions caused by presence on the PIADC. These services will be at no expense to the employee.

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7. In the event that the medical conditions are beyond the capability or expertise of the FOH Clinic, the Agency shall assist in accomplishment of appropriate OWCP Forms and identify a medical facility for employees to receive further examination and/or treatment.
8. The duty uniform for personnel assigned to the PIADC temporary detail shall be the class "C" uniform. The Tactical Duty Uniform (TDU) may also be worn. Detailed personnel will be entitled to reimbursement for cleaning of uniforms in accordance with applicable travel regulations.
9. The Agency shall provide, at no expense to the employee, upon their request, commercially available insect repellent while assigned to the PIADC detail.
10. The Agency shall ensure that the duty schedule provides for the fair and equitable distribution of any recurring and/or irregular overtime in accordance with Agreement 2000, Article 27(A).
11. Detail assignments will last for 45 days and may be extended in accordance with Agreement 2000, Article 28(G).
12. The Agency shall inform the Union on the development of a duty schedule and establishment of tours of duty for the temporary detail.
13. The Agency shall ensure FPS authorized weapons are available to the personnel assigned to the PIADC detail.
14. A secure storage container shall be provided for the storage of firearms, and only accessible by FPS personnel. All weapons must be stored and transported in accordance with FPS policies, rules and regulations.
15. The Agency will provide secured office space with at least two computer workstations. This office shall be for the use of FPS personnel. It is understood that DHS Intranet is not available on PIADC. Office space will be alarmed once funds become available.
16. The Agency shall provide lockers for each employee to store and safeguard uniforms and equipment on PIADC.
17. The Agency shall provide a private area for employees to shower and change uniforms or clothing while on PIADC.
18. The Agency shall provide a refrigerator for the storage of food and beverages in the FPS office space.
19. FPS personnel will report directly to an FPS manager and operate within an FPS chain of command while assigned to PIADC. FPS employees on the island will respond to calls for service from the stakeholders.

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20. FPS employees assigned to the PIADC shall notify the FPS MegaCenter of incidents that may occur and notify the PIADC Security Manager of these incidents in accordance with the facility's Serious Incident Notification (SIN) Plan.
21. The Agency shall ensure that copies of any and all policies, procedures, rules and regulations specific to and/or applicable to the PIADC shall be readily available to FPS employees in the FPS office space on PIADC. In addition, the Agency shall post a large map in the FPS Office that clearly identifies roads, buildings, hazards, off-limits areas and other items of interest to personnel assigned to PIADC
22. FPS employees in travel status and detailed to the PIADC shall be compensated, to the extent allowable under the law, for time spent traveling to and from the Hotel and PIADC.
23. The Agency in accordance with applicable law(s) shall negotiate with Local 918 on all new or revised PIADC Standard Operating Procedures, policies or other directives that may be applicable to bargaining unit employees assigned to the PIADC Detail.
24. All FPS employees who are detailed to the PIADC will be considered to be on a temporary duty assignment and shall receive per diem and reimbursement for authorized expenses in accordance with rules, regulations, and the law.
25. An unmarked GOV will be available at the hotel site for personnel for use in accordance with rules, regulations, and the law.
26. Unless other arrangements are provided at the hotel or on PIADC, FPS employees will be provided reasonable duty time to access DHS email, Travel Manager, WebRMS, etc. at the Long Island FPS Office in Central Islip
27. The Agency shall negotiate with the union regarding the working conditions and other issues subject to bargaining.

In exchange for the promises of the Agency contained herein, the Union agrees to the following terms and conditions.

1. The Union hereby withdraws all complaints, appeals, grievances or claims of any manner, including unfair labor practice charges, concerning the PIADC and /or Union concerns with respect to staffing the PIADC or fulfilling any labor-related obligations the Agency may have had or the Union may have believed the agency had as a result of its decision assign staff to the PIADC. The withdrawal includes any and all matters related to this Agreement. The Union hereby waives its right to pursue any further claims against the United States or the Agency or any of its employees, in either their official or personal capacity, regarding any matter related to this matter in any forum. This is to include, but is not limited to appeals filed with the Federal Labor Relations Authority, federal court, or through grievance procedures regarding any claims arising from or relating to the matters contained in the grievances, and this Agreement, except that the Union retains the right to enforce this Agreement.

2. The Union agrees that it clearly understands, and has read and had the opportunity to participate in and question the provisions of this Agreement as stated. The Union agrees with the terms of this Agreement and understands that this Agreement is final and binding on the parties.

The Parties agree to the following:

1. The Parties agree that this Agreement constitutes the full and complete settlement of any and all claims that have been or could have been raised in grievances regarding any aspect of the subject matter of this Agreement were raised or could have been raised within the ULP and all other claims withdrawn or waived pursuant to this Agreement.
2. The Parties agree that this Agreement is for the mutual benefit of the Agency and the Union, and that this Agreement will not establish any precedent in any other case.
3. The Parties agree that this Agreement shall not constitute an admission of any wrongdoing or violation of law, rule, or regulation by the Agency, the Union and/or any of its employees.
4. The Parties acknowledge that there is adequate consideration for each of the promises contained in this Agreement.
5. The Parties agree that this writing shall comprise the entire agreement on the issues raised between the Parties. This Agreement will become effective upon the date all parties have executed this Agreement. Any modification of this Agreement must be in writing and may be made only with the mutual written consent of the Parties.
6. If either Party believes the other has not fully complied with one or more terms of this Agreement, that Party or his/her representative shall make a good faith effort to contact the other Party to discuss and seek correction of any compliance or implementation issues before taking any formal non-compliance actions. The terms of this Agreement are contractual and not a mere recital.
7. The Parties agree and represent the undersigned have full authority to enter into this Agreement.

For the Union:

For the Agency:

Date:

Date: