

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL TREASURY EMPLOYEES UNION (UNION)  
And  
FEDERAL DEPOSIT INSURANCE CORPORATION (EMPLOYER)**

**Attorney Details**

This Memorandum of Understanding (MOU) is entered into between the above referenced parties to address the EMPLOYER's Procedural Manual Issuance relating to voluntary details of attorneys to other agencies or entities outside of the FDIC. The parties hereby agree to the following:

1. To the extent that involuntary details of bargaining unit attorneys to positions outside of the FDIC are necessary, the relevant provisions of the applicable collective bargaining agreement shall be utilized. If the applicable collective bargaining agreement does not contain provisions addressing involuntary details, the attorney with the least FDIC seniority shall be involuntarily detailed, absent workload, staffing, or mission requirements that would not allow for the least senior attorney to be detailed.
2. Outside details shall be advertised to all bargaining unit attorneys nationwide. All bargaining unit attorneys shall be allowed to apply for advertised outside details. Applications shall be considered and processed in accordance with the applicable Procedural Manual Issuance.
3. All bargaining unit attorneys for the outside detail shall be notified, in writing, of the final action taken on their application.
4. In the event that two (2) or more equally qualified bargaining unit attorneys have applied for an outside detail, the outside detail will be offered to such attorneys in order of FDIC seniority.
5. If the detail is accepted by a bargaining unit attorney outside of the commuting area where the detail is located, all commuting and/or travel related expenses (e.g. lodging and per diem) shall be borne by the attorney.
6. Bargaining unit attorneys on outside detail shall continue to encumber their existing position of record throughout the detail and upon return from the detail.
7. Bargaining Unit attorneys will be credited for all time served in the outside detail. Specifically, the time spent in the detail will be considered time worked for the FDIC.
8. The pay, grade, and benefits of a bargaining unit attorney will not be adversely affected as a result of serving in an outside detail.
9. To the extent possible and, if necessary, the work of the attorney detailed to a position outside of the FDIC will be distributed equitably among attorneys remaining at the work site.
10. Attorneys shall submit their most current performance evaluation with any application for outside details. If the most current performance evaluation is under appeal, the attorney shall be allowed to attach the appeal to the evaluation. If the attorney's most current performance evaluation is over twelve (12) months old, the attorney may request a new evaluation.

If possible, a new performance evaluation will be prepared by the attorney's supervisor and provided to the attorney in a timely fashion so that the new evaluation can be attached to the application.

11. The EMPLOYER shall incorporate the provisions of this Agreement in the Procedural Manual Issuance regarding ATTORNEY DETAILS OF THE FDIC. The issuance shall contain the following statement: "This Procedural Manual Issuance is issued in accordance with recent negotiations between the Federal Deposit Insurance Corporation and the National Treasury Employee Union."
12. Bargaining Unit attorneys shall be allowed to grieve alleged violations of this MOU through their applicable negotiated grievance procedure.

MOU signed April 23, 1993 by the following;

FOR FDIC: Donna M. DiTullio, Attorney

FOR NTEU: Steven Payne, National Negotiator