

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NATIONAL TREASURY EMPLOYEES UNION  
AND  
THE FEDERAL DEPOSIT INSURANCE CORPORATION**

**FIELD EMPLOYEE MOBILITY**

1. To ensure consistency in the treatment of employees encumbering positions that have or should have mobility requirements, the FDIC will begin, effective February 1, 1995, a review of all position descriptions to amend those, where appropriate, to include mobility requirements.
2. Effective February 1, 1995, where the ultimate selectee for a position within the certified bargaining units is to be subject to a mobility requirement, such requirement shall be prominently noted on the vacancy announcement for the position.
3. The employer has determined that certain bargaining unit positions will be subject to mobility requirements (see Attachment).
4. No Affect Upon Severance Pay Entitlement For Current Incumbents.
  - A. The parties recognize rulings of the Comptroller General and the courts to the effect that addition of a mobility requirement to an employee's position description after he or she encumbers the position, does not operate to deny the employee severance pay.  
  
Therefore, where a bargaining unit employee otherwise qualifies for severance pay under 5 U.S.C. § 5595, the Employer agrees not to deprive any employee of severance pay on the basis of the addition of a post-incumbency mobility requirement.
  - B. Effective February 1, 1995, employees accepting voluntary career moves may be required to sign a mobility agreement as a condition of employment for the position. Examples of voluntary career moves include: reassignment, transfers, etc.
  - C. Any current LG employee accepting an initial GG position will not be required to acknowledge the mobility requirements of the first such GG position the employee accepts.
    1. Thereafter, if such former LG employee separates from the FDIC while still encumbering his or her initial GG position, the employee will be paid severance pay if otherwise eligible under 5 U.S.C. § 5595.
    2. The parties agree that the "grandfathering" of a former LG employee applies only to his or her initial GG position. In any successive voluntary job movement the employee will be required to acknowledge and accept any legitimate mobility requirement included in the position.
5. Anytime within the first ninety (90) days after execution of this agreement, a GG Employee may make a written request for a preliminary determination from the Employer concerning the validity of any current mobility requirement which the employee may be subject to. Such request will be directed to the Legal Division, Corporate Affairs Section at FDIC Headquarters. The Employer will make ever reasonable effort to respond within ten (10) working days of receipt of the request.

The Employer agrees to notify NTEU (HQ) of any preliminary determination that an employee is subject to a valid and binding mobility requirement. Where the Employer has notified an employee that he or she is not currently subject to a valid and binding mobility requirement, the employee will be treated as if there were no mobility requirement and provisions of the MOU will apply as appropriate.

6. Within 45 days of the execution of this agreement the administrative staff at each Service Center will conduct a briefing for interested employees on mobility requirements. Copies of this MOU will be distributed. The union may send a representative to participate in each briefing.

MOU dated January 24, 1995 signed by the following

FOR FDIC

Doanld G. Rider, Counsel

John F. Kasprzak, Labor Relations Specialist

FOR NTEU

Stephen J. Keller, Assistant Counsel for Negotiations

APPENDIX

POSITIONS SUBJECT TO MOBILITY

<u>Division</u>	<u>AFFECTED Position</u>
Legal	GG Attorneys (All grades)
Division of Depositor and Asset Services (DAS)	All non-clerical GG positions
Office of Corporate Services (OCS)	Facilities Operations Specialists GG-11-12 in Service Centers
Division of Information Resources Management (DIRM)	All non-clerical GG positions
Division of Finance (DOF)	All non-clerical GG positions