

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE NATIONAL TREASURY EMPLOYEES UNION
AND
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES**

This Memorandum of Understanding is entered into by and between the U.S. Department of Health and Human Services (hereinafter "HHS", "Agency" or "Employer") and the National Treasury Employees Union (hereinafter "NTEU" or "Union") –and jointly referred to hereinafter as the "Parties"--regarding the implementation of the U.S General Services Administration's (hereinafter "GSA") E-Government Travel Services, 2nd Generation (hereinafter "ETS2") initiative, including the implementation of the GSA's contractor-provided proprietary travel management application, for bargaining unit employees.

ETS2 is intended to provide end-to-end travel management services, including a Web-based software application, that will further the standardizing, automating and consolidating of the federal travel process for the purpose of reducing the public burden for Official Government Travel. ETS2 includes means for travel planning, travel authorization, reservation creation and fulfillment, ticketing, expense reimbursement, and travel management reporting.

In June 2012, the GSA awarded its ETS2 Master Contract to Concur Technologies, Inc. (hereinafter "Concur"). In November 2013 the Employer's contract with Northrup-Grumman expired. Northrup-Grumman previously provided its proprietary travel management application named "GovTrip," and expiration of the contract terminated services to HHS in full. In meeting its obligation to acquire ETS2 services via GSA's ETS2 Master Contract, HHS acquired ETS2 services from Concur via a Task Order contract that is subject to the provisions, limitations and restrictions of GSA's ETS2 Master Contract, which is the superior contract in force per the Federal Acquisition Regulations and contract law. Concur's proprietary travel management application, presently titled "Concur Government Edition" and to be renamed in 2016 to "ConcurGov" by Concur, is a Software As A Service ("SaaS") solution that meets the GSA's technical requirements, as well as the Government's various complementary standards for Information Technology applications and systems, including security, privacy, usability, accessibility, resilience and recoverability, and performance. Conformance with these various standards is the GSA's obligation. Concur provides travel agent-assisted travel reservation and fulfillment services via a Travel Management Center (hereinafter "TMC") sub-contractor of its choosing, and subject to change at Concur's discretion. Concur's current chosen TMCs providing services to HHS are Omega World Travel and Duluth Travel, Inc. HHS made fully operational GSA's ETS2 solution agency-wide on or about August 23, 2015. The Agency provided NTEU a briefing on the Concur travel system on or about November 4, 2015.

The Parties agree as follows:

1. Notice. This Memorandum of Understanding (MOU) will be communicated electronically via email to all impacted bargaining unit employees and posted on the

HHS intranet. The notice will, at a minimum, inform bargaining unit employees of the new travel management application, as well as available training resources, and other information relevant to traveling for the purpose of performing the business of the Government.

2. Information for Employees Regarding Official Government Travel. The Employer will establish and maintain informative content, media and communication channels (collectively referred to as "information") as necessary to facilitate bargaining unit employee use of ETS2 resources. At a minimum, the information will include a link to the travel system, training materials, travel procedures and standards, instructive and consultative guidance and interpretation, and other guidance and tools. The Employer will make the information available through electronic means (e.g., intranet, public website) and will be updated by the Employer as necessary.
3. Travel Assistance. The Employer will provide a tiered support system (i.e., written guides and on-call/online chat support) to handle travel issues and concerns to support the Government's objectives for travel and to support the effectiveness and efficiency of HHS travel.
4. Training. Pursuant to Article 41 of the Parties' Consolidated Collective Bargaining Agreement ("CBA"), the Employer will provide employees with the training it deems necessary to all impacted bargaining unit employees to assist them in the performance of their official duties, subject to budgetary and workload considerations. Subject to management's right to assign work, the Employer will grant time to bargaining unit employees to complete any such training, particularly when there is a reasonable expectation that the employee may need to travel. Bargaining unit employees shall complete training within the time prescribed and to proficiency standards established for the system user role assigned by the Employer. The Employer will consider requests by bargaining unit employees for additional training related to this initiative.
5. The transition to Concur Government Edition does not change the Agency's travel requirements and/or policies related to timeframes for submission of authorization, vouchers, or receipt submissions.
6. Authorization to Travel. Consistent with Federal Travel Regulation ("FTR"), employees shall not travel without prior authorization. The primary and default tool through which prior authorization will be obtained is the Employer-designated travel management application. Travel authorizations approved in the travel management application shall constitute permission to incur expenses of particular types and categories in the amounts specified. Travel authorizations will normally be entered into the travel management application in advance of travel departure to ensure managerial approval. However, Employees might receive authorization from Management to travel outside of the travel application when (1) immediate travel is necessary, and (2) a supervisor has approved the travel without requiring the employee to use the travel system.

The Agency should act on travel requests within five (5) calendar days and should promptly notify the employee in writing if the request has been approved or denied.

7. Canceled/Revised Travel Authorizations. Both Parties acknowledge that Employees have the means to receive continual written notification of the state of canceled/revised travel authorizations in the travel management system. In furtherance of this acknowledgement, the Employer will send all bargaining unit employees a tutorial with step-by-step instructions on how to turn on the travel notifications within Concur. The Agency will also maintain this instruction as a travel assistance guide.

Bargaining unit employees shall perform all actions as prescribed by the Employer as necessary to properly cancel travel reservations when necessary and do so in a timely fashion, in order to reduce the risk of incurring personal financial liability. Bargaining unit employees shall use Employer-provided resources to develop individual understanding of how to cancel travel reservations properly and in a timely fashion, and shall establish individual skill at canceling travel reservations properly and in a timely fashion so as to reduce the risk of incurring personal financial liability. The Employer shall not reimburse fees or costs resulting from employee failure to cancel travel reservations properly or in a timely fashion, nor shall the Employer accept assignment of liability by employees in this regard.

The Parties agree that the travel management system lists and displays reservation cancellation policies, and that Employees are assured of training and information on how to properly cancel travel reservations, and Employees shall make every effort to cancel travel reservations fully when travel authority is rescinded or changed before the reservations are scheduled to be used. For travel reserved through the travel management system, if A) An Approving Official cancels the Employee's approved travel after the reservation has been ticketed or booked, and B) The cancellation date and time specified by the airline, hotel or rental car provider has elapsed, and C) A cancellation fee is charged to the Employee's Government-provided travel charge card, then the Employee may file for reimbursement of the fee using the process prescribed by the Employer and/or FTR. In such instances the transaction shall remain a Government procurement.

8. Travel Authorization Amendments. The Parties acknowledge that travel authorizations provide an estimated travel cost and that actual travel costs may be higher or lower than the estimate. The Parties further acknowledge that bargaining unit employees shall amend travel authorizations to request additional funding when legitimate and authorized travel expenses exceed the Agency-established thresholds. This acknowledgement shall not be construed as authority to incur expenses or expend funds exceeding that which is authorized on the travel authorization. Furthermore, the Agency will maintain and provide access to a written guide that informs employees on how to amend a travel authorization.
9. NTEU Chapter Travel. Employees traveling in their capacity as an NTEU representative under Article 10 of the CBA, where reimbursement of travel cost is

provided, will submit travel authorizations as authorized by Article 10 of the CBA. NTEU representatives shall comply with Federal Travel Regulations and to the extent required by the Federal Travel Regulations, be required to provide receipts to the Employer documenting the full costs of travel in order to verify and validate the reimbursement owed by the Agency, or any funds due to the United States by the Employee. The Employer may elect to obtain air fare, lodging and other authorized and necessary Federal Travel Regulation-compliant travel accommodations for NTEU representative travel via the Concur payment mechanism. When traveling to locations exempting taxes, NTEU representatives shall use the Government's tax exempt certificates.

Nothing in this agreement precludes either Party from using the dispute resolution process established by the Consolidated Collective Bargaining Agreement (CBA) to resolve matters pertaining to duly designated Union representatives' authority to travel. The Employer shall continue to provide a means to reimburse Union representatives for authorized prescribed travel necessary for representation duties performed on approved official time under the CBA.

10. Travel Reimbursement. The Parties agree that travel reimbursement will be processed according to the requirements established by the Federal Travel Regulation.
11. 508 Compliance. The Parties acknowledge that the GSA has received confirmation that the vendor's travel management application is compliant with Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (d), and that GSA bears responsibility for ensuring its vendor's application maintains compliance with the Act (as amended).
12. Significant Problems. If either Party becomes aware of significant unanticipated problems that arise following implementation of this initiative, the Agency or NTEU will inform the other, and the Parties will discuss and attempt to resolve the problem as soon as possible.
13. Future Negotiations – With the exception of matters covered herein, nothing in this Agreement waives or in any way modifies the Employer's obligation to provide notice to, and bargain with NTEU in accordance with the CBA and applicable law, rule and regulation concerning changes to the travel system.
14. Reopener. Either party may reopen this Agreement at any time after it has been in effect for two (2) years. The parties may mutually agree to reopen this Agreement prior to that time.
15. Effective Date and Termination. This MOU will become effective upon Agency head review or on the thirty-first (31st) day after execution, whichever occurs first. This MOU will expire upon the expiration date of the parties' successor Consolidated Collective Bargaining Agreement or the implementation of a new Government Travel Service System, whichever occurs first.

For NTEU:

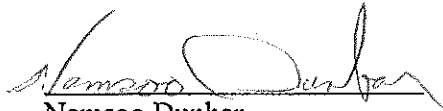


Brandon Baseman, Esq.
National Negotiator
National Treasury Employees Union

Date:

12/28/16

For HHS:



Namsoo Dunbar
National Labor Relations Officer
Department of Health and Human
Services

Date:

1/3/17

Murray Van
Pelt -S

Digitally signed by Murray Van Pelt -S
DN: c=US, o=U.S. Government, ou=HHS,
ou=PSC, ou=People,
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Manny Van Pelt
Departmental Travel Program Manager,
And Travel Branch Manager,
Transportation Services
Program Support Center
Department of Health and Human
Services

Date:

Dec. 28, 2016