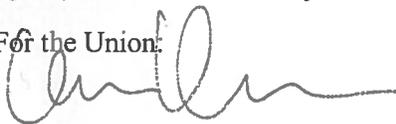


## Memorandum of Agreement

**Preamble.** This agreement is between the U.S. Naval Postgraduate School (the “Employer”) and the National Federation of Federal Employees (NFFE) Local 1690 (the “Union”). The employer and the Union are herein referred to as the “Parties.”

1. **Purpose.** The purpose of this agreement is to memorialize the Parties’ understanding as to resolution of certain outstanding issues regarding the implementation of the 2020 Telework Instruction.
2. **Scope.** Upon execution, this agreement binds the Parties as well as the bargaining unit members.
3. **Terms and Conditions.** The Parties agree that the Telework Instruction shall be implemented subject to the following:
  - a. Eligible employees who desire to continue to maintain their NPS position after leaving the commuting area, will be limited to 6 months full-time remote telework, which may be extended an additional 90 days subject to supervisor approval, and the absence of either an on-going hiring action or encumbered billet.
  - b. Employees may be required to report to the traditional worksite on scheduled telework days based on operational requirements (e.g. to attend a specific meeting). Absent exigent circumstances, a full-time employee teleworking from an approved alternative worksite outside the local commuting area should be given a minimum of seven (7) days advance notice of a call back requirement. Absent exigent circumstances, an employee teleworking from the local commuting area should be given a minimum of (24) hours advance notice of a call back requirement.
4. **Effect on Negotiated Agreement.** This agreement shall not be considered an amendment or modification of all or any part of the Negotiated Agreement between the parties dated 27 Sept. 1997. The Parties intend for those provisions of the Negotiated Agreement implemented as of the effective date of this agreement to continued, unaltered, in full force and effect.
5. **Modification of agreement.** This agreement may only be modified by written agreement between the parties regarding the agreement’s subject matter.
6. **Termination of Agreement.** This agreement may be terminated at any time upon the mutual written consent of the Parties.
7. **Financial Details.** There will be no transfer of funds between the Parties under this agreement. Any activities undertaken pursuant to this agreement are subject to the availability of funds. No provision herein shall be interpreted to require the Employer to obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S. Code Section 1341, or any other applicable legal authority.
8. **Effective Date.** This agreement shall become effective after being signed by both parties and upon agency head review 30 days from the date of submission for agency head review, whichever comes first.

For the Union:



Kamil Marcinka  
President Local 1690

For the Employer:



Jennifer Amorin, Agency Spokesperson  
HR Director, Naval Postgraduate School

Executed on 23 September 2020