

**EPA and NTEU
Memorandum of Understanding**

The Environmental Protection Agency (EPA or agency) provided National Treasury Employees Union (NTEU) with notice about certain updates to its Travel Manual, as identified with track changes in the Travel Manual document provided by the agency. NTEU requested negotiations, and the parties have reached the following agreement with respect to the impact and implementation of those identified policy updates.

I. Travel Card Users

Travel card users must complete travel card refresher training every year before the end of the fiscal year rather than every three years.

In connection with the above, the parties hereby agree as follows:

1. Travel card users will be provided with emailed reminders about the need to complete this refresher training and will be provided with duty time and credit hours may be provided in accordance with the parties' CBA to complete training.

II. COVID-19 and Travel

The agency has added language referring employees to various policy guidance related to COVID-19 and official travel, and returning to the workplace.

In connection with the above, the parties hereby agree to modify the updated policy language on COVID-19 for travel to read as follows, to make sure employees understand that they should refer to any applicable unions agreements as well:

1. The updated policy language on COVID-19 and Travel contained in the Leave Manual will be updated to read as follows: "For the most up-to-date direction on policies, procedures and guidance relating to COVID-19's impact on official travel and returning to the workplace, refer to RMDS 2550B-P1, the COVID-19 Pandemic Travel Policy for All EPA Employees, the agency safety plan, and/or any applicable union agreements. Additionally, refer to Safer Federal Work Force Task Force's guidance and Frequently Asked Questions on travel as well as the CDC's guidance."

In addition:

2. The agency acknowledges that there currently are no restrictions on travel for unvaccinated employees and that it will comply with any legal and contractual obligations should the agency seek to implement one in the future.

III. Extended Temporary Duty

Per the FTR, details over six months are considered eligible for a temporary change of station. Cost comparisons on extended temporary duty travel versus temporary change of station must be conducted and maintained in the program/regional office.

In connection with the above, the parties hereby agree as follows:

1. Cost comparison will be conducted in an objective and reasonable manner. Remote workers seeking TDY details will be treated equitably with non-remote workers and eligibility to remote work, including for details, will be accordance with applicable agreements between the parties.

IV. Real IDs

In connection with the above, the parties hereby agree to modify the policy update language as follows to ensure its accuracy as the REAL ID mandate has been extended and is no longer May 3, 2023:

1. Beginning in May 7, 2025, or any amended future date, when the REAL ID legal mandate goes into effect, to pass TSA checkpoints, an employee's license or identification card must include the REAL ID compliant star marking; or a valid passport; or a non-real ID license together with an EPA ID will also be valid.
When the REAL ID legal mandate goes into effect, in order to pass TSA checkpoints, an employee must have at least one of the following:
 - a. License or ID with the REAL ID compliant star marking;
 - b. A valid passport
 - c. Or a non-REAL ID license or ID card together with their EPA ID card.

In addition, the parties agree:

2. The agency will notify employees as soon as practicable about any updates to the date when the REAL ID legal mandate will go into effect.

V. Remote Work's Impact on Mileage Rate and Vehicle Selection.

The agency is requiring that for employees departing from the agency, the travel card closeout process must occur within thirty (30) days of the employee's departure from the agency:

In connection with the above, the parties hereby agree as follows:

1. The agency will notify employees about this process and what is required from the employee at least two (2) weeks before the employee's departure date, or as soon as practicable if two (2) weeks notice is not possible.

VI. Remote Work's Impact on Mileage Rate and Vehicle Selection.

The agency has added language to the policy providing that employees duty station aligns with what is stated in their telework/remote work agreement. Per the policy, if the agreement lists the day as AWL (Alternate Work Location), then their home is the duty station for that day. Since GOV availability varies by office, each region must determine which circumstances require the use of GOV. Based on the region's determination, each trip must be evaluated to determine the applicable rate.

In connection with the above, the parties hereby agree as follows:

1. Employees on remote work will be eligible for travel reimbursement, including mileage, to the extent allowable by law.

VII. Rental Car

The agency is eliminating language which provides that employees may be relieved from the requirement to use the least expensive compact rental car if there are well documented recurring issues with the vendor offering the least expensive compact car.

In connection with the above, the parties hereby agree as follows:

1. Requests for an exception from the general requirement to use the least expensive compact car will not be unreasonably denied.

VIII. Local Travel at Official Station

The policy notes that generally employees must bear the cost of travel expenses for traveling from their residence to their office or their office to the residence, with some exceptions for remote workers.

In connection with the above, the parties hereby agree as follows:

1. Remote workers will receive travel reimbursements (e.g. parking reimbursement, mileage, transportation costs, etc.) to the extent permitted by law, including when remote workers are required or approved to travel to an agency worksite in connection with their job responsibilities.
2. If Information Technology support cannot be provided to a remote worker in a timely manner without the employee traveling to an agency worksite, the remote worker's supervisor will, upon request, promptly approve travel to the appropriate agency worksite to obtain the support needed to carry out the employee's job responsibilities.

IX. Counter Threat Awareness Training

The U.S. Department of State requires all federal travelers to complete Counter Threat Awareness Training (CT401) in order to be approved for international travel. This travel is arranged through the State Department's website, and the training itself typically requires between four and five hours to complete.

In connection with the above, the parties hereby agree as follows:

1. Employees may complete this training on duty time, and credit hours may be provided in accordance with the parties' CBA.

X. Travel Card Training

The agency has updated its policy to provide that travel card training must be completed by 9/30 or travel will be put in suspended status.

In connection with the above, the parties hereby agree as follows:

1. Employees will be provided with reasonable advanced notice before travel status is suspended. Training may be completed on duty time, and credit hours may be provided in accordance with the parties' CBA.

Duration. This MOU will become effective on the thirty-first day after submission to the agency head for approval, or upon approval by the agency head, whichever is sooner, and will remain in effect throughout the parties' next National Agreement. Either party may reopen this MOU starting twelve (12) months after its effective date.

NTEU: John Campbell-Orde 3/8/23

John Campbell-Orde, National Negotiator

EPA: _____

Phil Brown, Labor and Employee Relations Division