

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEPARTMENT OF LABOR
AND THE
NATIONAL COUNCIL OF FIELD LABOR LOCALS, AFGE, AFL-CIO**

I. Introduction:

This is a Memorandum of Understanding (MOU) entered into between the U.S. Department of Labor (DOL) and the National Council of Field Labor Locals (NCFL), AFGE, AFL-CIO, in accordance with the applicable provision of the master DOL-NCFL Agreement.

II. Subject:


This MOU concerns the impact and implementation of Microsoft Windows XP/Microsoft Office Suite.

III. Terms of Agreement:

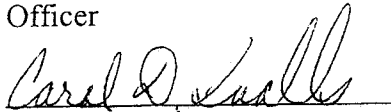
1. Consistent with Article 50, Sections 3(A) and (B) of the Collective Bargaining Agreement (CBA), Microsoft Windows XP training opportunities will be communicated to employees and supervisors concurrent with each location's transition to Windows XP. The DOL/NCFL IT Committee Members will be provided an inventory of training available for Windows XP, and where applicable, the Microsoft Office Suite. Supervisors will be reminded of their responsibility to discuss and assess Windows XP training needs with employees. Appropriate Windows XP and Microsoft Office Suite training will be made available to employees and additional training will be provided for employees who demonstrate difficulty.
2. Requests for technical support for Windows XP will be resolved in accordance with agencies' existing technical support services practices. In the event that a technical support service request cannot be resolved within the framework of existing support services practices, such as correction of a bug in the manufacturer's product, the employee will be notified of the status of his/her request and provided an estimate for when the issue will be resolved.
3. All employees, including flexiplace and remote users, will continue to have the same or enhanced online and offline capabilities. A list of approved software, hardware and peripheral devices will be available and accessible online via Labornet. Requests by employees for non-standard configurations will be considered and approved based on organizational effectiveness and mission needs.

4. Employees will be surveyed periodically to assess the impacts of the new system and the effectiveness of the training provided. The surveys will begin within the first 30 days after implementation and will continue for approximately a three month period. Survey participation will be on a voluntary basis. The identity of the employee responding to the survey will be anonymous. The DOL/NCFLC IT Committee will develop the survey questions. The DOL/NCFLC IT Committee will be provided the survey results.
5. Employee performance should not be impacted negatively because of any proficiency or productivity impacts reasonably associated with the conversion to Windows XP/Microsoft Office Suite during the training, implementation, and employee survey period.
6. This MOU will be disseminated by the NCFLC to bargaining unit employees.

FOR THE DEPARTMENT

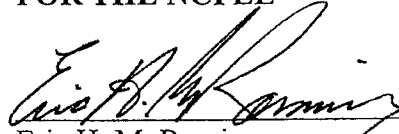


Laura Callahan
Deputy Chief Information
Officer

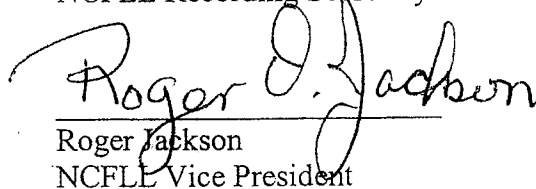


Carol D. Qualls
Labor Relations Representative

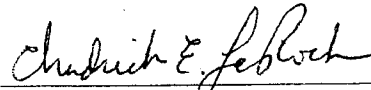
FOR THE NCFLC



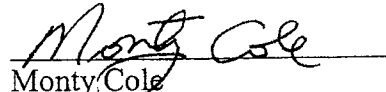
Eric H. M. Ramirez
NCFLC Recording Secretary



Roger Jackson
NCFLC Vice President



Chadrick E. LaRock
NCFLC Representative



Monty Cole
NCFLC Representative



Tom Margin
NCFLC Representative

11/14/02

DATE