

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF LABOR (DOL)
AND THE
NATIONAL COUNCIL OF FIELD LABOR LOCALS
(NCFL) AFGE, AFL-CIO**

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

Agreement. This agreement represents the result of impact bargaining related to the administration of the Government travel charge card program used by DOL employees.

1. The Department agrees to take all reasonable steps to ensure that employees are protected from adverse impact caused by their use of the Government travel charge card for official travel purposes. Careful consideration will be given to comments/concerns put forth by the NCFL on behalf of bargaining unit employees regarding the Department's involvement in the GSA SmartPay Program. Such comments/concerns may include topics such as: credit checks, fees/charges, credit history information, cardholder notification, card distribution methods, billing disputes, etc. The Department will provide a ninety-day notification prior to contract re-negotiations on the GSA SmartPay Program to provide adequate notice for the purpose of submitting NCFL comments/concerns. The Department agrees to take all recommendations/proposals forward, and provide the NCFL a copy, as part of the overall Departmental submission to be presented to GSA during inter-agency government committee meetings prior to contract re-negotiation relative to the GSA government-wide travel card contract. Subsequent to meeting with GSA on the contract, DOL will provide the NCFL written feedback of the meeting with GSA
2. The Department will provide periodic information to employees regarding the DOL travel charge card program. A frequently asked questions (FAQ) page on lost and stolen travel charge cards and information on ID theft will be posted on the DOL LaborNet to be updated as appropriate. The NCFL will be provided the appropriate computer link to access the quarterly Citibank newsletter.
3. All new government travel charge cards will be issued with activation stickers.
4. In the case of lost or stolen travel charge cards, employees may request and will be granted from their first line supervisors, the use of reasonable government time as well as the use of government facilities for the purpose of remedying issues directly related to the loss or theft of such card. General and non-representational assistance may be obtained from the Department's Office of the Solicitor where the employee is located.
5. Upon written request from the NCFL, the Department will provide statistical information on an annual basis identifying the number of employees by Region who have had their government travel charge cards stolen, lost, or canceled as reported by the vendor.

6. In emergency situations where an employee's travel charge card has been involuntarily canceled, and where the employee is unable to contact the TMC, employees may use personal funds (e.g. cash, personal credit cards, etc.) to pay for official travel expenses. In appropriate circumstances, travel advances may be requested in accordance with the provisions of DLMS-7 which can be accessed via LaborNet.
7. If the employee discovers that his/her charge card has been lost or stolen, he/she must report the loss/theft to Citibank as soon as possible. In emergency situations where the card cannot be immediately replaced and the employee has incurred travel-related indebtedness that must be settled, he/she may use personal funds, until the travel card account has been restored. In appropriate circumstances, travel advances may be requested in accordance with the provisions of DLMS-7 which can be accessed via LaborNet.
8. The Department will provide appropriate notice and give the NCFLL the opportunity to bargain any change regarding salary offset procedures developed affecting employees related to delinquent undisputed travel charge card debts.
9. The Department will reimburse employees for all expenses related to the theft or loss of their government issued credit card where appropriate in accordance with proscribing law, rule and/or regulation. These costs will include expenses relating to identity theft due to loss or theft of the government issued credit card. Such reimbursable costs will include mileage, losses due to fraudulent use of the employee's name and/or credit, related legal fees and costs for periodically obtaining the employee's credit reports and criminal record.
10. When GSA regulations are implemented and technology is available, employees may have their hotel and airfares billed directly to a centrally billed account that will be paid directly by the Department.
11. Except for employees on formal Flexiplace, employees will not be required to use their homes for storage of business records relating to the government travel charge card.
12. The Department does not require employees to resolve disputes with the travel charge card vendor, or a contractor acting as the vendor's agent, during employee's off duty hours.
13. Except as required by applicable law, rule or regulation or the terms of any card agreement entered into by the employee, employees will not be required to waive any legal rights under the Privacy Act or to disclose any personal information to any third party vendor or contractor, or the vendor's agents or attorneys.
14. Should the vendor require any account information, the employee may be contacted directly at the worksite. To the extent the Privacy Act is implicated by government credit card use or administration, the employer will comply with the provisions of the Privacy Act.
15. Employees are not required to pay late fees or reinstatement fees by the vendor.

16. Nothing in this MOU will waive any statutory and/or contractual rights the NCFLC may have to bargain the impact and implementation of policies reflected in Departmental memoranda – subject: Unauthorized use or Delinquency in Payment of the Governmental Credit Card. the Department maintains its position that subject memoranda are a reiteration of existing policy resulting in no further duty to bargain and reserves its rights under laws, rules, regulations and collective bargaining agreement. The Union maintains its position that subject memoranda are changes in conditions of employment and trigger a duty to bargain if so requested by the Union.

FOR THE DEPARTMENT:

FOR THE NCFLC:

Sandra L. Kippley

Scott Williams

Bill [Signature]

[Signature]

Amelia A Jones

[Signature]

DATE: JUNE 27, 2003