

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF LABOR
AND THE
NATIONAL COUNCIL OF FIELD LABOR LOCALS
(NCFL)**

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Labor (DOL or Department) and the NCFL in accordance with the applicable provisions of the master DOL-NCFL Agreement.

SUBJECT

This MOU concerns the Department's conversion to the National Finance Center (NFC) as DOL's payroll provider as required under the e-Government Act of 2002.

BACKGROUND

The Department shared its proposal to convert to NFC as the Department's payroll provider with the NCFL. While the NCFL does not concur with this proposal to convert to the NFC for payroll, it enters into this MOU with the Department to achieve the most effective appropriate arrangements and procedures possible to serve the interests of its bargaining unit employees.

TERMS OF AGREEMENT

1. The Department agrees to take all reasonable steps to ensure that bargaining unit employees are protected from adverse impact as a result of the certifying official failing to certify a timely submitted timesheet. Nothing in this agreement precludes the NCFL and/or employees from filing a grievance in accordance with Article 15, Grievance Procedure, of the Agreement between DOL and the NCFL, to settle disputes over timesheet submissions.
2. The Department will no longer execute the process that placed open and closed uncertified timesheets in reconcile status. This means that a timesheet that has not been completed by the employee and is still open at the end of the payroll processing cycle will remain in the employee's custody in the OPEN status. Timesheets that have been closed by the employee but not certified by the supervisor will remain in the supervisor's custody to certify. Messaging will be sent to employees that have closed uncertified timesheets through PeopleTime on the Thursday following the close of the payperiod. This message will state, "Closed timesheet has not been certified, contact supervisor."
3. Employees will continue the current practice of maintaining their time and attendance records and closing their bi-weekly timesheets. The Department will make every effort to ensure timely certification of time and attendance records. A process will be put in

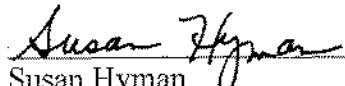
place to ensure that appropriately designated supervisors will use the summary row to certify time and attendance records when the employee does not close their time sheet and the supervisor knows the hours worked by the employee for that pay period. In the event that employees cannot access the time and attendance system, employees will contact (either e-mail or phone) their supervisor or timekeeper with sufficient information to complete their timesheet.


4. During the initial transition period through calendar year 2004 or 60 days after implementation of the NFC system, whichever is later, the Department of Labor will provide a paper copy of employees' earnings and leave statements to be sent to the employees' address of record. This transition period allows employees the opportunity to familiarize themselves with the NFC Employee Personal Page. Employees can retrieve their earnings and leave statements through the Internet on the NFC Employee Personal Page. (Earnings and leave statements may no longer be available on Employee Express.) Once retrieved, employees may either print a paper copy or save it to disk. When an employee cannot obtain an electronic copy of their earnings and leave statement, employees may request and obtain, through their One Stop Shop (servicing HR Office), a paper copy of their earnings and leave statement.
5. The Department of Labor will continue bargaining unit employees' access to Employee Express as well as to the NFC Employee Personal Page. The current practice of providing help using Employee Express will continue and an equivalent level of help will also be provided for the NFC Employee Personal Page.
6. The Locals of the NCFLL will continue to receive copies of their bi-weekly dues reports by hard copy at no cost to the Locals. The Department of Labor will provide the option of sending the reports electronically when that option becomes available.
7. The Department of Labor will ensure that dues deduction amounts that are currently assessed by the Locals will be maintained at current levels and for on time implementation of any future changes requested by the Locals.
8. The Department's current practice of including NCFLL messages on employee earnings and leave statements will be maintained.
9. The Department of Labor agrees to allow the NCFLL to use two (2) one page inserts attached to employees' earnings and leave statements to communicate with its bargaining unit on a quarterly basis at no cost to the NCFLL in accordance with Article 9 of the NCFLL/DOL agreement, and not otherwise inappropriate. The use of the one-page inserts will begin when the inserts may be electronically attached to the employees' earnings and leave statements according to item #4 above. The Department agrees to deliver these inserts to NFC when provided by the NCFLL.
10. Employees will continue to be authorized to carryover up to 64 hours of comp time from year to year.
11. The parties recognize that the migration of payroll to the NFC may result in unanticipated changes in past practices and understandings. By entering into this MOU, the NCFLL does not waive its right to raise the issue of such unanticipated changes per Article 2 Section 6 of the NCFLL/DOL Agreement and reserves the right to bargain such changes


to the full extent of law, rule and regulation. DOL agrees to provide appropriate notice of any changes as a result of the payroll migration that were not specifically the subject of this MOU negotiation.


12. DOL will provide the NCFLL with DOL's e-Payroll migration schedule each month. The NCFLL will be provided with the number of employees paid under the quick pay system or erroneously not paid in each pay period. DOL will provide notification to the NCFLL within two weeks of any impediments or other difficulties with both the migration and actual operation of the new NFC system that impacts employees' pay. This notification will be provided for a period of six months from implementation. The parties agree that this notification will not interfere with payroll processing.
13. The employees maintain the right to review their Official Personnel Folder and comment, as they feel appropriate. Employees will continue to be notified of any discrepancies identified by the One-Stop Shops (servicing HR Office). Comments should be provided to the One-Stop Shops (servicing HR Office) within fifteen workdays of notification of a change. The Department of Labor agrees to make every effort to have employees complete this process prior to migration to NFC. Corrective actions will continue to be made after migration.
14. Employees will be provided with information on their personal benefits and projected retirement entitlements as part of the web-based Employee Personal Page.
15. DOL will notify the Treasurers and Presidents of all NCFLL Locals currently receiving their dues deductions via check that they must convert to EFT or request a waiver. Instructions for requesting a waiver will be included with the notification. This notification will be sent by overnight mail.
16. Employees who have both an address of record and a mailing address will be notified via US mail that they must choose one address at which to receive all their DOL payroll related mail.
17. DOL will carry forward NCFLL's concerns and proposals regarding the NFC system when received, to the next regularly scheduled meeting of the Committee of Agriculture Personnel/Payroll Systems (CAPPS).
18. Nothing in this MOU will waive any statutory and/or contractual rights the NCFLL may have to bargain impact and implementation. Should it be determined the change in pay day and the foregoing of the pay by exception system are not "mandated changes", the NCFLL will be immediately notified and will have 15 workdays to re-open this MOU.
19. The parties agree that this MOU becomes effective upon signature of the designated representative of each party. The Department agrees to distribute this MOU electronically to all regional employees, within thirty (30) days of the effective date of this MOU.

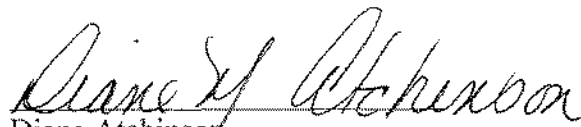
FOR THE DEPARTMENT

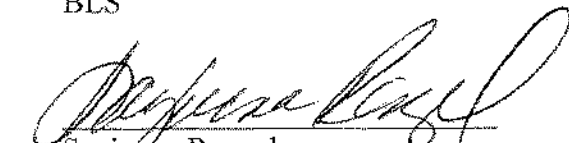

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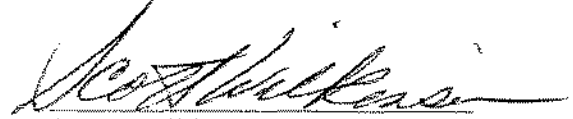

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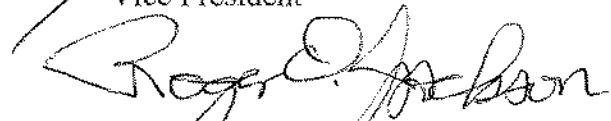

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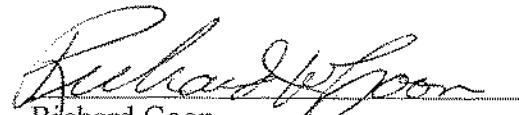
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Richard Coon
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Eric Ramirez
Vice President
Recording Secretary

July 15, 2004
DATE