

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

INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the U. S. Department of Labor (DOL) and the National Council of Field Labor Locals (NCFLL) in accordance with the applicable provisions of the master DOL-NCFLL Agreement.

SUBJECT

This MOU concerns the impact and implementation of the Department's Pandemic Influenza Preparation and Response Plan. The Plan articulates the strategies and actions the Department will undertake to fulfill its responsibilities to: protect employees during a pandemic; sustain essential functions during times of significant absenteeism; support the overall Federal response during a pandemic; and communicate guidance to stakeholders during a pandemic.

BACKGROUND

The National Strategy for Pandemic Influenza (the Strategy) was announced on November 1, 2005 which provided a comprehensive approach to the threat of pandemic influenza. Shortly thereafter the Homeland Security Council initiated the development of an Implementation Plan to provide clear direction to Federal departments and agencies on actions that should be taken in support of the Strategy. On June 5, 2006 the Department announced its Pandemic Influenza Preparation and Response Plan. On November 28, 2006 the parties undertook negotiations in which the NCFLL sought appropriate arrangements to mitigate adverse impacts on bargaining unit employees.

The parties enter into this MOU to achieve the most effective appropriate arrangement and procedures possible to serve the interest of bargaining unit employees.

TERMS OF THE AGREEMENT

A. Communication of Program

1. The Department of Labor will inform the NCFLL at the national level of changes to the Department's Pandemic Influenza Preparation and Response Plan, which includes agency specific information. DOL will provide the NCFLL a copy of any updates to the Department of Labor Pandemic Influenza Preparation and Response Plan.
2. The Department will provide guidance that addresses exposure of NCFLL bargaining unit employees to the risk of contagion, to the extent possible. At minimum such guidance will provide clear guidelines to employees on when and under what circumstances they will be expected to travel and be in contact with the public in the event of a Pandemic Flu outbreak.
3. The NCFLL may submit suggestions, comments or concerns for consideration and action as appropriate, to the Director, Office of Worklife and Benefits Programs, the point of contact for the Department's Pandemic Influenza Preparation and Response Plan.

B. Adequacy of Program

1. With regard to providing personal protective equipment (PPE) to bargaining unit employees during a pandemic emergency, the Department will adhere to guidance established by OASAM's Office of Safety and Health, based on OSHA guidelines. Once available, the NCFLL will be provided a copy of the OSHA guidelines and OASAM guidance.
2. Hand wash soap, water and paper towels and/or hand sanitizers will be provided at every office work site. Instructions on proper use will be clearly posted.
3. Training for pandemic flu preparation is considered hours worked. The Department will encourage management at the regional level to include pandemic flu training at regularly scheduled staff meetings.

4. The Department will continue to pursue new strategies to improve delivery of real-time operational status information to bargaining unit employees through the use of hardcopy and electronic publications, toll free numbers, and Departmental information technology systems. Management will attempt to provide employees Internet access to the Department's Intranet information on operational status.

C. Protection of Personal Information

1. Personal contact information such as personal cell phone numbers, private e-mail addresses and personal fax numbers, etc. will only be requested by Management on a voluntary basis.
2. Personal contact information provided for emergency purposes should only be used for those purposes. NCFLB bargaining unit employees should not be contacted by Management for routine work related issues by personal cell phone, private E-mail, or personal fax if this information was provided for emergency use.
3. The confidentiality of private personal contact information provided under emergency programs will be protected by DOL.

D. Maintenance of Operations in Event of Outbreak

1. Management will provide the NCFLB a list of the pandemic flu essential functions for each agency and will provide updates as essential functions are refined or changed.
2. Management will keep the NCFLB promptly advised at both the national and the affected DOL regional levels of any conditions which may lead to the pandemic emergency restriction of activities at one or more of its field offices.
3. During a pandemic emergency the Department will adhere to all applicable personnel regulations and OPM guidance concerning flexiplace, leave administration, and pay administration. The Department will make every effort to ensure that employees affected by a pandemic influenza emergency will not suffer any reduction in pay and benefits. During a pandemic emergency requiring employees to work from home or an alternative work site, employees will not bear the cost of authorized additional supplies, telecommunication or information technology.

4. The parties agree to encourage the use of flexiplace as a means of coping with a possible outbreak. Accordingly, DOL will initiate agency specific pilots consistent with Article 28, Section 2 to pretest the efficacy of flexiplace as a means of maintaining operations. The parties continue to recognize that flexiplace will remain a voluntary program.
5. In those offices where some work must be performed in the office during non-peak hours in order to reduce potential exposure, management will meet with the individual employee to determine the non-peak hours during which the employee(s) is expected to work. If no agreement is reached, management will make the assignment as appropriate, giving full consideration to the employee's personal situation.

E. Reserved Bargaining Rights

1. By entering into this MOU the NCFLL does not waive its right to be notified of the introduction of new equipment and technologies and test and pilot programs that implement these technologies. The NCFLL reserves its right of such notification and its right to request bargaining on such changes at both the national and the DOL regional level.
2. The NCFLL reserves its right to be notified of, and bargain in accordance with Law, rule, and regulation, modifications in the current DOL Pandemic Flu Plan.

F. Distribution to Employees

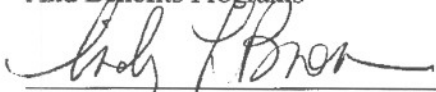
The parties agree to broadly distribute this MOU by e-mail to each field employee in addition to posting it on Region Net. Also, as part of the same e-mail, the Department will communicate detailed information about pandemic influenza.

**Memorandum of Understanding
DOL/NCFL
Pandemic Preparedness Plan
Signature Page**


FOR THE DEPARTMENT




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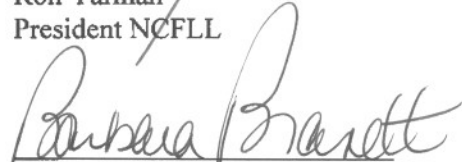


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FOR THE NCFL



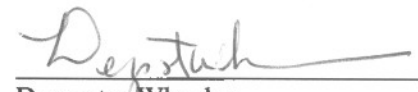
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3/27/07

Date