

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

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 (NCFL) in accordance with the applicable provisions of the master DOL-NCFL Agreement.

SUBJECT

This MOU concerns the impact and implementation of the MEO for the Wage and Hour National Certification Program. The agreements itemized below represent the full and final outcome of bargaining for the MEO.

1. Employees in Chicago and San Francisco will fax the serial sign-in sign out sheets for Flexitime to the supervisor no later than 12 P.M. Noon EST the first Tuesday of the following pay period.
2. Call in procedures for sick leave will follow the contract based on local time of the employees' location.
3. Wage and Hour plans to monitor the MEO workload and to provide the quarterly workload reports to the NCFL.
4. Wage and Hour will bear calling costs associated with contacting the first and second level supervisors.
5. All prototype standards within the MEO will be provided to the NCFL within 5 work days of the signing of this MOU.
6. Current employees will be given performance standards within 5 work days of the signing of this MOU.
7. Although the HR servicing personnel office is located in the National Office, MEO employees will work through their supervisor to obtain general personnel information or may directly contact the ESA National Human Resources Office.

8. The ESA National Human Resources Office will provide notification in accordance with Article 32, Section G. For purposes of Article 32, Section G, the "designated NCFLL representative" will be the NCFLL Executive Committee.
9. The ESA National Human Resources Office will share information with the NCFLL on employees within the MEO who are assigned to the National Office in accordance with Article 32.
10. Employees will all be provided a list of the ESA Workers Compensation and Safety Coordinators for their location in order to receive assistance in completing the CA-1 and CA-2.
11. Article 27, Section 5 notification of working more than 8 hours a day on flexitime will be based on the employees' local time.
12. Wage and Hour will explore available technology for scanning and maintaining files electronically and provide an update on the status at the National Labor Management Relations meetings through 2008, or the end of the MEO, whichever comes first.
13. MEO employee information will be accurately recorded and disseminated on DOL listings based on their physical locations.
14. Program forms developed for the MEO will be shared with the NCFLL as appropriate in accordance with the requirements of the CBA and the Statute.
15. Wage and Hour will work with the ESA Workers Compensation and Safety Coordinators to address ergonomic concerns of the MEO employees. MEO employees may request assistance from an NCFLL representative in this regard.
16. Wage and Hour will provide a Human Resources contact list containing name, phone number and email address of contact persons and areas of responsibility for any issues regarding pay and benefits.
17. The initial transit subsidy application will be submitted to the supervisor for signature. The supervisor will submit that application to the appropriate office in a timely manner to ensure receipt of these benefits where eligible. WH will ensure all employees receive full payment for benefits due them in accordance with the CBA.
18. Wage and Hour agrees to continue to use of teleconferences with employees as a vehicle for communicating with MEO employees about areas of concern such as the way in which work is conducted and expectations of the supervisor.

19. All bargaining unit employees under this MEO are within the NCFLLE bargaining unit.
20. Within 30 days of signing of this MOU, Wage and Hour plans to hold a conference call with all MEO employees and NCFLLE representatives and management officials to explain the MEO.
21. This MOU will be distributed to all MEO employees and the NCFLLE within 10 work days of signing the MOU.

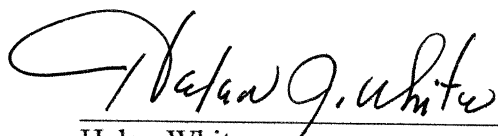
FOR THE DEPARTMENT



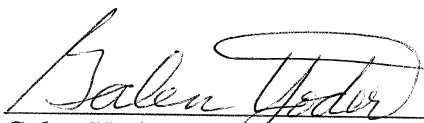
Carl Smith
Senior Advisor/Operations



Lillie Hughes, Director
ESA Human Resource Office

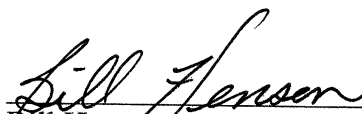


Helen White
ESA Labor Relations Officer



Galen Yoder
OELMR Human Resources Specialist

FOR THE NCFLLE



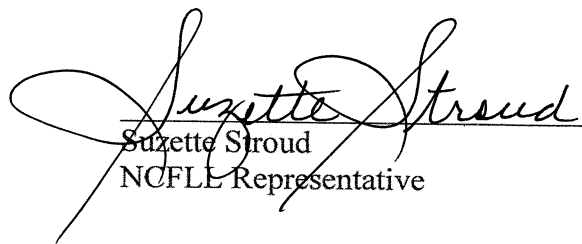
Bill Henson
NCFLLE Vice-President



Barbara Brandt
NCFLLE Vice-President



Dennis DeMay
NCFLLE Vice-President



Suzette Stroud
NCFLLE Representative

NOV 27 2007