

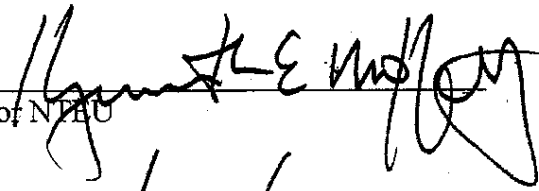
MEMORANDUM OF UNDERSTANDING  
Between  
THE NATIONAL CREDIT UNION ADMINISTRATION (NCUA)  
And  
THE NATIONAL TREASURY EMPLOYEES UNION (UNION)

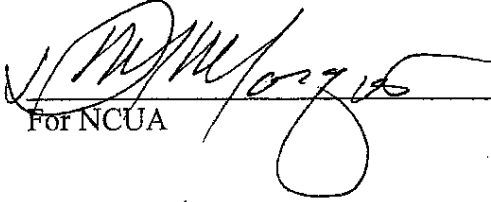
NCUA will issue cell phones to bargaining unit field (BU) employees. Cell phone use, in the course of agency business, is mandatory and the cell phone number will be the primary contact number provided to credit unions and other outside interested parties. Employees are expected to have their Agency issued cell phone turned on whenever the employee is on duty, unless otherwise prohibited or when attending meetings where it is inappropriate to activate the phone. The plan purchased by the Agency is a shared plan which equates to an average usage of 300 day time, non-network minutes per month per phone. Subject to change by the provider, non-billable minutes are between 9:00pm and 6:00am and on weekends. Employees will respond to missed calls and messages from NCUA personnel and credit unions as soon as practical, normally within the same day, and within the constraints of other official duties and meetings and only when they are in a duty status. Employees are not expected to check for messages or respond to calls unless they are in an official duty status.

The parties agree that the implementation of NCUA's cell phone policy will be in accordance with the following terms and conditions:

1. The cell phone and accompanying accessories will be distributed to each BU field employee in person by an immediate supervisor during work hours. Additionally, at that time, employees will receive the manufacturer's instruction manual and a copy of this agreement.
2. Field employees may use and charge up to one (1) hour of computer administration time (code 31) to set up and learn to use the new cell phone.
3. Employees will be allowed a limited amount of time during billable hours to use the phone for personal reasons, such as routine calls of a short duration to/from family members, to make medical and other appointments, and when on overnight travel, to call home.
4. While on TDY, employees are expected to use the Agency-issued Sprint VPN FONCARD for personal calls that are more than five (5) billable minutes during prime time. There is no limit on calls made during non-billable minutes, e.g. nights and weekends.
5. Except when on official travel status, use of the Agency-issued cell phone for personal calls will be limited to when the employee is in an official duty status.
6. Employees shall not use the cell phone to call any phone numbers that have a per-minute charge, such as 700 and 900 numbers.
7. Employees should not use text messaging on the agency issued cell phone except for bona fide emergencies.

8. Employees may exercise business prudence and professional judgment as to when and where to answer the Agency issued cell phone. Employees may also exercise their own business prudence and professional judgment as to which modes (e.g. vibrate, ring, etc.) the cell phones operate.
9. Lost, damaged, or stolen Agency issued cell phones will be handled in accordance with the NCUA instruction No. 1710.01, Reimbursement for damage to or loss of Agency-Owned Property. For the purpose of this agreement gross negligence shall be defined as "reckless disregard for the safekeeping and protection of NCUA-issued property."
10. Employees will not be held responsible for not promptly responding to a call or message where such inaction is due to the malfunction of the cell phone, a delay in message from the service provider, or the phone receives limited or no reception.
11. Employees will be notified promptly in writing if they are found to have exceeded the minute standards set forth above. The Debt Collection Act shall apply should the employee excessively exceed his/her phone minutes for personal calls.
12. The Agency does not currently track employees via Agency issued cell phones and agrees to notify the union and negotiate any changes prior to implementing any such capability or program.
13. Notices sent to credit unions informing them of the employees new Agency issued cell phone number will be sent from and addressed from the Agency's Central Office and will specify that the Agency-issued cell phone number will be the primary means of oral communication with the employee.
14. The Agency will notify and, upon request, bargain with the Union of any greater than de minimis changes to the mobile phone provider agreement or other unforeseen circumstances that affect conditions of employment addressed herein.
15. Except as provided above, upon mutual agreement, either party may request to renegotiate this agreement in whole or in part. If either party wishes to reopen this agreement, it shall provide notice to the opposite party. Upon mutual agreement, both parties will meet no later than thirty (30) days after receiving the request to reopen and negotiate pursuant to the Mid-term Bargaining article of the national collective bargaining agreement. This agreement will remain in full force and effect during the course of negotiations.

  
 For NCUA  
 Date 10/25/07

  
 For NCUA  
 Date 10/25/07