

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

Due to on-going changes and upgrades in wireless technologies, NCUA (Agency) and NTEU set forth to a more comprehensive agreement governing the issuance and use of wireless technology for bargaining unit employees (BUEs) assigned to field positions. The primary purpose of issuing Blackberry devices is to provide field BUEs with enhanced communications abilities to perform official duties. The parties hereby agree to the following:

1. Blackberry Communication Devices

The Agency will issue Blackberrys to current field staff BUEs in April 2010. The following guidelines apply to the April 2010 regional conferences phone distribution:

- Employees are authorized to earn credit hours for work performed on Sunday related to the Blackberry issuance.
- Each employee will charge computer administration time to exchange, initialize, and test the phone.
- Employees will be provided training during the regional conferences on using the phone's primary functionalities such as e-mail and internet access.
- An employee who receives a Blackberry at the regional conference is required to return his/her Nokia phone.
- The Nokia phone does not need to be in working order.
- Examiners will be able to exchange the Nokia phone for the Blackberry at the regional conference OCIO Cyber Café beginning Sunday at 12 noon.
- Operational hours for Cyber Café will be included in the conference information package.
- All Blackberrys must be picked up, activated, and operational prior to the Wednesday morning training.
- The Cyber Café will not be open Wednesday morning for distribution of Blackberry phones.
- The Blackberry activation process that each user will follow will be outlined at the OCIO Cyber Café.
- OCIO staff will provide assistance with the activation process.

For new employees, the following phone distribution guidelines apply:

- Employees will be provided an AT&T Blackberry during Level 1 training. Employees will be provided training on the Blackberry during the Level 1 training class.

2. Trial Period

In order to assess the adequacy of the technology, the following will apply:

- Employees will be given both the Blackberry tethering capability and Sprint wireless mobile broadband access card to compare the adequacy of the technologies in their home offices and TDY locations.
- Employees receiving the Blackberry at the April 2010 regional conference will have until May 31, 2010 to notify OCIO of their selection between the Sprint wireless card and the Blackberry tethering capabilities.
- Employees receiving a Blackberry and Sprint wireless card during Level 1 training will have until the end of the calendar month following the month of issuance to assess the technology.
- Upon selecting the Blackberry tethering capability, OCIO will deactivate the Sprint wireless card and the employee should dispose of the card or return to the Agency as directed by OCIO. Employees who relocate will be provided a thirty (30) day trial period to evaluate technologies in their new locality.

3. Use of Blackberry

Employees are expected to have the Blackberry on when in work status. Employees are to use professional judgment in selecting the operating mode for the Blackberry (i.e., ring, vibrate, or silent). Employees are to use professional judgment in determining when and where to answer the Blackberry. Exceptions to having the Blackberry on or responding to calls or messages during normal work hours include but are not limited to:

- When attending training,
- When attending or conducting a meeting,
- When on leave,
- When in a travel status covered by NCUA Instruction NO. 1200.21,
- When the employee's location lacks appropriate privacy to conduct the call, or
- When usage or presence of a cell phone or wireless device is not permitted.

Employees may choose to forward calls from the Agency issued Blackberry to a personal cell phone in order to avoid carrying two devices. Employees will not be reimbursed for any additional costs on their personal cell phone resulting from this practice.

4. Sprint/Verizon Wireless Cards and Home Internet Access

Field employees will have the option of retaining their currently issued Sprint Wireless cards for mobile broadband internet access or using the Blackberry tethering capability. Employees who choose tethering in lieu of the Sprint Wireless mobile broadband internet access will receive reimbursement to be applied toward home broadband service that will be used to conduct work related activity. Reimbursement will be as follows:

- AT&T Blackberry \$30
- Verizon Blackberry \$25

In the event that Agency costs change in increments of \$5 or more, the Agency will give notice to the union and renegotiate the reimbursement rates.

A field employee who chooses to have reimbursed home broadband service will provide evidence of the service. Acceptable documentation for this service includes but is not limited to

the monthly statement or contract with the service provider. The Agency will request this documentation no more than once per calendar year or when reimbursement rates increase. Reimbursement will not exceed the employee's actual expense, including all taxes and fees, for broadband service.

Supervisors will not direct, require, or suggest that an employee choose a particular option.

5. Provider Selection

The agency will provide AT&T Blackberrys to employees at the regional conferences and at Level 1 training. An employee who does not receive adequate service to perform assigned work using the originally issued Blackberry will be given the option of converting to a Verizon serviced Blackberry. The following will apply to the provider selection process:

- An employee who receives inadequate service on the currently issued Blackberry will contact his/her supervisor to request service from the other provider.
- If the supervisor does not respond to the request within one (1) week, the employee is to contact the Division of Labor Relations.
- The supervisor will notify OCIO of the request.
- OCIO will work with the employee to exchange Blackberry devices.
- The employee will be given another thirty (30) trial day period to compare the tethering capabilities to the Sprint Wireless card as discussed in Trial Period above.

6. Employee Provided Service

In the event that the employee does not receive adequate service with the Blackberry (with or without tethering) or Sprint wireless mobile broadband access cards, the employee may choose to select his/her own service. The following will apply to this option:

- The employee will notify his/her supervisor of the inadequacy of Agency-issued equipment to perform his/her job functions and request this option.
- If the supervisor does not respond to the request within one (1) week, the employee is to contact the Division of Labor Relations.
- The agency will not support the equipment selected by the employee or any service provider related issues.
- The employee will not be issued a Blackberry or Sprint Wireless mobile broadband access card.
- The employee will return any Agency issued Blackberry phone and Sprint Wireless Card currently issued.
- The employee will be reimbursed up to \$100 per month toward this service.
- The employee must provide a phone number that can be published and used for Agency business.
- This option will be executed on a case-by-case after the Agency has exhausted all other possibilities for providing phone and internet service to the employee.

7. Upgrades/Changes to Connectivity

The Agency will provide employees with at least 5 days prior notice, absent exigent circumstances, when issuing software updates for the Sprint wireless cards or the Blackberrys.

8. Other Internet Access Portals

The Agency will make reasonable efforts to provide employees with internet access needed to perform official duties. In exigent circumstances only, the Agency may direct an employee to work in a public location and use that business's wireless access to perform those duties. Employees will be reimbursed for any costs incurred to use the business's wireless service.

Employees unable to obtain adequate connectivity with an agency issued wireless mobile broadband access card or tethered Blackberry while in a TDY location may claim reimbursement for hotel broadband access. To claim reimbursement, the employee must be assigned work that requires internet access.

The Agency will not require direct, or suggest that employees stay at a particular hotel solely for the reason of providing complimentary internet access.

9. General Requirements for Wireless Communications

The Agency will work with employees to ensure that they have adequate broadband connectivity in their home office to perform essential job functions including but not limited to processing call reports and uploading time reports.

The Agency will not direct, require, or suggest that bargaining unit employees use their personal telephone, cell phone, or broadband access for NCUA official business unless reimbursed.

Employees are expected to check messages and answer phones only while in official duty status, subject to the limitations above, and not in travel or commute status.

10. Reasonable Care

Employees are expected to use reasonable care in handling Agency issued wireless equipment. NCUA Instruction 1710.01, Agency Rules of Behavior, and any other applicable instruction will be used to determine whether an employee is responsible for the costs associated with lost or damaged wireless equipment.

11. Replacement Phone or Wireless Access Card

In the event that an employee has to replace a Blackberry or wireless broadband card the employee may purchase a phone or wireless Sprint or Verizon broadband card outside of the agency. At a time convenient to both the employee and OCIO the employee will conference in OCIO from the vendor to release the agency phone number to the vendor so that the new device can be set up.

Phones or wireless cards that are irreparably damaged, lost, or stolen when the employee had exercised reasonable care of the device, will be replaced by the Agency.

12. Timeliness of Responses

Employees will not be held responsible for failure to respond promptly to a call or message where such inaction is due to the malfunction of the wireless device, a delay in transmitting the message by the service provider or the device receives limited or no reception.

Employees are not expected to answer calls or respond to message during non work hours including when on leave.

13. Personal Use of Agency Wireless Equipment

Employees are authorized a reasonable amount of personal use of wireless connectivity devices as long as such use does not adversely affect performance of official duties. Employees are permitted unlimited use of “free” service periods and for all call to other phones from the same service provider. This personal use cannot result in additional charges to the agency as stipulated in the Agency’s Computer Security Rules and Behavior.

14. Regional and Central Office Employees

To the extent possible, regional and central office employees will be provided a wireless broadband access card and Blackberry when on travel assignments to a TDY location other than another regional office or the central office. If a wireless broadband access card or tethered Blackberry is not available for the TDY assignment or does not provide adequate connectivity in the TDY location, the employee will be reimbursed for broadband access at their TDY lodging. To receive reimbursement, the employee must be assigned work that requires internet/broadband access.

15. Addition of Phone Applications (Apps)

The Agency will provide notice to the union and bargain over all legally negotiable matters through and including all formal impasse procedures before issuing any application software (app) to the agency-issued Blackberry phones or personally owned phones used for Agency business. Applications or other software that are updated or installed for the convenience of employees on the Blackberries or personally owned phones used for Agency business and the Agency does not mandate usage, are exempt from this requirement.

16. Useful Life

The Agency will provide notice to the union and bargain over all legally negotiable matters through and including all formal impasse procedures on replacing the Blackberrys, or Sprint or Verizon broadband cards.

17. Miscellaneous

Employees will not travel outside of the United States or its territories with the Agency-issued Blackberry or Sprint mobile broadband wireless access card.

Blackberry devices and Sprint wireless cards remain the property of NCUA and must be returned upon an employee’s exit from the Agency.

18. Effective date and Termination

This agreement will take effect no sooner than thirty-one (31) days from execution or upon Agency head approval and will remain in effect until the termination of the Collective Bargaining Agreement.

_____/S/_____
For NCUA: Date

_____/S/_____
For NTEU: Date