

MEMORANDUM OF UNDERSTANDING
between the
National Association of Agriculture Employees, (NAAE/the Union),
and the
USDA/Animal Plant Health Inspection Service, Plant Protection and
Quarantine, (APHIS-PPQ/the Agency)

SUBJECT: Implementation of the e-Authentication Program.

EFFECTIVE DATE: July 31, 2006

COVERAGE: This agreement applies to all NAAE Bargaining Unit Employees.

BACKGROUND: e-Authentication is a software program designed to verify user identification prior to allowing access to several electronic data programs and systems. The e-Authentication program assures the security of agency data by requiring that employees provide specific data to verify identification prior to being authorized access to these systems. The e-Authentication program has been directed by the Office of Management and Budget in M-04-04, E-Authentication Guidance for Federal Agencies, dated December 16, 2003, which implemented Section 203 of the E-Government Act, 44 U.S.C. ch. 36.

COMPLETE AGREEMENT: The following provisions constitute the parties full and complete negotiated agreement for full implementation of the e-Authentication program as described in this agreement.

DURATION: The duration of this agreement is equal to the life span of the e-Authentication program, or until the agreement is superseded by subsequent negotiations.

RE-OPENER: This agreement may only be "re-opened" by mutual agreement of the Parties, or when negotiable changes in working conditions not covered by this agreement, trigger a bargaining obligation. Negotiation will not be required for program changes that eliminate or reduce the requirement for employees to provide personal data.

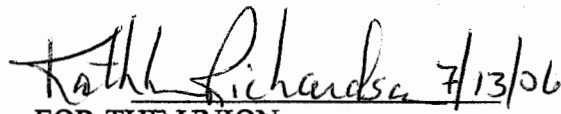
The Parties agree that:

- 1). The Agency has determined that employees will have access to certain web-based computer applications via use of the e-Authentication program.
- 2). Employees will follow the instructions for e-Authentication that were published and distributed on or about July 1, 2004.
- 3). Within 30 days of from the date of the last signature, the Agency will forward an e-mail to Bargaining Unit Employees;

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- a). announcing this agreement and providing an electronic copy of same;
 - b). (re)-advertising the e-Authentication program;
 - c). providing the link to Ag-Learn registration instructions; (which includes the Agency's "Privacy Act" compliance page, and the Office of Management and Budget's approval and control number.) www.eauth.egov.usda.gov
 - d). identifying a Point of Contact for e-authentication concerns.
- 4). A "cover letter" re-announcing the e-Authentication program will be prepared and affixed to the "instructions" for registering for e-Authentication. The Union will be allowed to review and comment on the cover letter prior to issuance to Bargaining Unit employees.
- 5). Employees may use a fictitious Mother's Maiden name for password recovery purposes. However, they are responsible for remembering the name they create and will be required to provide it to the e-Authentication team upon request in order to obtain assistance with their account.
- 6). The e-Authentication program will be Privacy Act compliant. Specifically it will follow the Privacy Act's provisions regarding how the data is gathered, how it is stored and used, and the access employees will have to update or correct inaccurate information.
- 7). The Agency has not elected to negotiate "Permissive Rights" as defined in 5 U.S.C. Chapter 7106 (b).
- 8). If the Agency elects to make substantive changes to the e-Authentication program, (not already "covered by" this agreement), it will notify the Union and provide an opportunity to bargain appropriate arrangements as allowed by law.
- 9). Nothing in this agreement abridges the Rights of Management or the Union provided them by 5 USC Chapter 71.
- 10). The Agency will expeditiously notify the Union and effected employees should there be any loss of personal data or a breach of confidentiality or security likely to negatively impact employees. In addition, the Agency pledges to take prompt, appropriate corrective steps to remedy any breach of security. Nothing in this agreement prevents employees from seeking remedy in accordance with the Tort Claims Act, (or other applicable law.)


FOR THE AGENCY
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Chief Negotiator


FOR THE UNION
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