

Supplemental Agreement on the Region 5 ARD and GLNPO Move

This Supplemental Local Agreement on the Region 5 Air & Radiation Division ("ARD") and Great Lakes National Program Office ("GLNPO") Move is entered into, by and between the United States Environmental Protection Agency ("U.S. EPA" or "employer") and the American Federation of Government Employees (AFGE) Local 704 (the "Union" or "AFGE").

SECTION 1. INTRODUCTION

A. This *Supplemental Agreement* is to Article 4, Rights of the Employer, Article 5, Union Rights, Article 8, Employee Rights, Article 19, Employee Pantry/Kitchenette Facilities, Article 21, Computer Displays and Workstations, and Article 25, Leave of the Master Collective Bargaining Agreement ("MCBA"), and sets forth the parties local *Supplemental Agreement* and final resolution with respect to the procedures and appropriate arrangements for the implementation and operation of the Region 5 ARD and GLNPO Move. The employer and the Union are the parties to this *Supplemental Agreement*.

B. No provision of this *Supplemental Agreement* either in whole or in part, will impact or otherwise affect the MCBA between the U.S. EPA and the Union.

SECTION 2. COVERAGE

A. This *Supplemental Agreement* covers all U.S. EPA bargaining unit employees (BUEs) represented by AFGE Local 704.

B. This *Supplemental Agreement* covers only the implementation and operation of the Region 5 ARD and GLNPO Move decision as described by the Agency in a January 4, 2010, memo to AFGE Local 704, as amended or revised by the terms of this *Supplemental Agreement*. Should the Agency decide to engage in additional space consolidation beyond what it has described in its January 4, 2010, formal notification to the Union, the Union reserves the right to demand to bargain over subsequent reorganizations or other subsequent changes in working conditions.

SECTION 3. AUTHORITIES

In the administration of all matters covered by this Supplemental Agreement, the Union, the employer and BUEs shall be governed in a manner consistent with the United States Constitution and applicable laws, including the Federal Service Labor-Management Relations Statute ("Statute"), 5 U.S.C. Chapter 71, the MCBA, as well as, published Agency and Government-Wide regulations in existence at the time this Agreement was approved.

SECTION 4. DEFINITIONS

All definitions and details related to this program are found at or within the MCBA, particularly Article 2, Definitions, and the Statute at 5 U.S.C. §7103. Definitions.

SECTION 5. STATUS QUO

The Agency will maintain the employee location status quo until negotiations-including any impasse proceedings and appeals are completed. Partial implementation may be initiated with mutual agreement of the parties.

SECTION 6. SPECIFIC AGREEMENTS AND UNDERSTANDINGS

A. To the extent that the Occupant Emergency Plan (OEP) on any floor is impacted by the space consolidation, a new listing of Floor wardens and monitors for each impacted floor will be updated prior to the date when any employee on that floor is moved within, onto, or off the floor. Prior to the initial space move event, any need for additional OEP officials and training will be determined and met.

B. For employees who are required to move, those employees shall choose their new cubicle, from all of the available cubicles, in order of their seniority starting with the person with greatest seniority and continuing to the person with least seniority. This order of priority shall exist for all bargaining unit position regardless of grade level. Seniority shall be determined by the employee's service computation date. The only exceptions to this requirement shall be for those employees who 1), due to the nature of their work, must sit in a specific location or must occupy a particular type of cubicle, and/or 2) have a need for a specific cubicle as a reasonable accommodation.

C. On the last workday before being moved, each employee who is being moved will be granted excused leave without charge, effective at noon for the balance of the workday, in order to expedite the move. Employees who take leave or use compensatory time prior to noon on the last workday before being moved will qualify for this excused leave. In accordance with the MCBA, Article 25, Sec. 8, employees working at home under the Flexiplace Program on the last workday before the move on their floor will not be granted excused leave.

D. Episodic flexiplace, consistent with the provisions of the Flexiplace Agreement, may be approved for the time period when move activities are going to take place. Employees and managers are encouraged to evaluate their specific situation and determine if the use of episodic flexiplace would mitigate possible harm to customer service and the employee's needs during the time period when move activities would occur.

E. Staff being relocated on the gaining floor who need to be relocated to make room for the additional staff will be moved only once, if possible, to make room for those additional staff.

F. Staff that must be relocated on gaining floors will be moved, if possible, to locations where their cubicles are located in areas within or immediately adjacent to the coworkers who report to the same supervisor.

G. Staff members who are moved will be able to retain their computer, chair, monitor, and any ergonomic office equipment that they currently possess.

H. (1) For employees being moved to new cubicles, management will commit to making all needed ergonomic adjustments within 2 weeks of the employee being relocated.

(2) If necessary, components of the effected workstation will be repaired or replaced to meet workstation standards. Locks will be changed and keys provided to the Move coordinator/occupant within 2 weeks. The Region will ensure that GSA cleans the work surface in the cubicles before the employee moves in. For those employees who have been granted a reasonable accommodation that involves the design, equipment, or furniture, in their cubicle, the Agency will give priority in these instances for workstation adjustments and, if possible, will make those adjustments within 2 days.

I. The Region's record management staff will work with employees and managers to review employees' records or file storage needs and to allocate common area cabinets in the new locations. First priority will be for agency record materials, but every effort will be made to make sure that each organization has a fair allocation of space in the area of the workstations.

SECTION 7. REOPENER

A. The Parties agree that the Agency has the right to exercise its "management rights" pursuant to the Statute at 5 U.S.C. §7106 (a)(1) & (a)(2). Should that occur, the Union will have the statutory right to negotiate procedures and appropriate arrangements attendant to such changes pursuant to 5 U.S.C. §7106(b)(2) & (b)(3).

B. Any changes to this *Supplemental Agreement* must be made by mutual consent of the parties, in accordance with MCBA Article 40 or its equivalent regarding *Supplemental Agreements and Other Negotiations during the Life and Term of the MCBA*.

C. Nothing in this *Supplemental Agreement* shall serve to waive either party's rights under the Statute or MCBA.

SECTION 8. SEVERABILITY

In the event that any provision (section, paragraph, sentence, etc.) of this *Supplemental Agreement* is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this *Supplemental Agreement* shall not be held invalid and shall remain in full force and effect. The Union and the Employer shall immediately meet and attempt to renegotiate any provision found invalid.

SECTION 9. DURATION

A. Upon signatures of both parties, this *Supplemental Agreement* in total, minus any adverse agency impact, shall remain in full force and effect for no longer than the period of the move.

B. This *Supplemental Agreement* will continue to be in full-force and effect during all phases of the Region 5 ARD and GLNPO Move activities described in the Agency's January 4, 2010 Notice to the Union.

SECTION 10. EFFECTIVE DATE

A. This *Supplemental Agreement* will be effective on the date it is signed, subject to Agency Head Review.

B. However, if, as a result of Agency Head Review, a proposal or section of a proposal is disapproved, the parties will exchange proposals and negotiate the affected proposal or section of this *Supplemental Agreement* within thirty (30) calendar days of the Agency's notification.

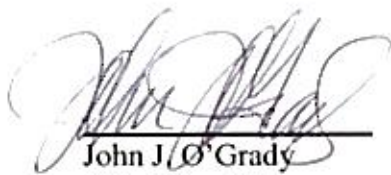
C. An item returned by Agency-head review shall permit the parties, at the request of either party, to renegotiate that item and all related items and provisions that are directly affected, to the extent negotiations of that item are permitted by law. These may include those items, sections, paragraphs or provisions that, in whole or in part have been negotiated at the table in exchange for, or in consideration of the returned item.

SECTION 11. SIGNATURE/DATE

The parties agree to the Supplement as written above.

FOR AFGE Local 704:

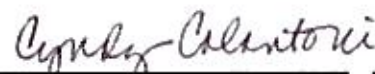
FOR Management:



John J. O'Grady
Chief Negotiator,
AFGE Local 704

1/14/2010

Date



Cyndy Colantoni
Chief Negotiator,
U.S. EPA Region 5

1/14/2010

Date