

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**

I. PREAMBLE

WHEREAS the American Federation of Government Employees (AFGE) Local 704 (AFGE Local 704 or Union) and the United States Environmental Protection Agency Region 5 (U.S. EPA or Employer or Agency), also referred to collectively as “the Parties,” recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their Employers involving conditions of employment; and

WHEREAS Congress has determined that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their Employers involving conditions of employment; and

WHEREAS the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS, Congress has determined that labor organizations and collective bargaining in the civil service are in the public interest;¹ and

WHEREAS management has the right, among others, to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and to determine the personnel by which agency operations shall be conducted;² and

WHEREAS the Union has the right to negotiate procedures which management officials of the Agency will observe in exercising any authority under this section, as well as appropriate arrangements for employees adversely affected by the exercise of any authority by such management officials;³

NOW THEREFORE the Parties hereby further agree as follows:

¹ 5 U.S.C. §7101(a)(1) and (a)(2).

² 5 U.S.C. §7106(a)(2).

³ 5 U.S.C. §7106(b)(2) & (b)(3).

II. PARTIES TO THIS AGREEMENT

This Memorandum of Agreement (MOA or Agreement) is entered into, by and between the U.S. EPA Region 5 and AFGE Local 704, who are considered the 'parties' to this MOA.

III. PURPOSE OF THIS AGREEMENT

- A. The purpose of this MOA is to establish procedures and appropriate arrangements for the implementation of the U.S. EPA Great Lakes National Program Office (GLNPO) reorganization proposed by management to the Union on July 8, 2015.
- B. In the event (present or future) that any provision of this MOA is found to be contrary to any requirement of the Master Collective Bargaining Agreement (MCBA) applicable to the U.S. EPA GLNPO reorganization proposed by management to the Union on July 8, 2015, the MCBA shall supersede this Agreement for that specific requirement(s) only.
- C. This MOA is limited to the U.S. EPA GLNPO reorganization proposed by management to the Union on July 8, 2015.

IV. ELIGIBILITY AND COVERAGE

This MOA covers all bargaining unit employees represented by AFGE Local 704 who are impacted by the U.S. EPA GLNPO reorganization proposed by management to the Union on July 8, 2015, and only to the extent that it is not superseded by any national agreement. In the event (present or future) that any provision of this MOA is found to be contrary to any requirement of the Master Collective Bargaining Agreement (MCBA) applicable to the reorganization, the MCBA shall supersede this Agreement for that specific requirement(s) only.

V. GENERAL PROCEDURES AND APPROPRIATE ARRANGEMENTS

Reorganizations of the U.S. EPA GLNPO during the term of this Agreement will be governed by the provisions of this MOA, the MCBA, relevant U.S. Office of Personnel Management (OPM) regulations, and the Agency's policies and procedures for reorganizations.

The Employer agrees:

A. General Provisions

- 1. To furnish the Union with the GLNPO reorganization package including information on the number of positions affected, names of the affected bargaining unit employees, the current and proposed organization charts, functional statements, employee assignments and projected date of the action.⁴

⁴ The GLNPO reorganization package was furnished to the Union on July 8, 2015.

2. The GLNPO reorganization package states there will not be any physical moves as a result of the GLNPO reorganization. However, it is understood that physical moves are anticipated to occur as part of the region-wide space consolidation. Such moves will be consistent with the parties' Memorandum of Agreement establishing procedures and arrangements for implementation of the space consolidation of the U.S. EPA Region 5 Office, signed on June 8, 2015.
3. To provide affected bargaining unit employees with interim and final end-of-year ratings and establish PARS performance plans consistent with the requirements of MCBA Article 34, Employee Performance Evaluation.
4. To consider any request for reassignment within GLNPO from an affected bargaining unit employee who is dissatisfied with her or his new assignment. Requests for reassignment to a different division/office shall be forwarded to the appropriate management official for consideration.
5. To take actions due to this reorganization in accordance with this MOA, the MCBA, OPM regulations, and applicable U.S. EPA policies and procedures.
6. To continue holding joint information session(s) with the Union and affected bargaining unit employees, as necessary, for purposes of answering questions and providing updated or additional information related to the GLNPO reorganization.
7. To meet or discuss or both as soon as possible, but not later than three (3) working days of a Union request to discuss any problems or special circumstances relating to the implementation of the GLNPO reorganization or any alleged noncompliance with this MOA. The parties may mutually agree to extend the three (3) working day timeframe. However, meetings or discussions or both under this section will not serve to delay implementation of this reorganization.

B. Flexiplace and MaxiFlex

1. Flexiplace schedules and agreements of affected bargaining unit employees shall remain unchanged following the reorganization. However, it is understood that this does not subsequently preclude an employee and her or his supervisor from reassessing an employee's work for Flexiplace suitability and continued approval consistent with AFGE-EPA National Flexiplace Agreement, Section X, Changes, which states "When any aspect of the work agreement changes (e.g. position, work assignment, supervisor, alternate work location, etc.), the employee and supervisor will reassess the employee's work for Flexiplace suitability and continued approval."
2. Bargaining unit employees may continue on their current type of approved work schedule (i.e.: Maxiflex, CWS 5/4-9, CWS 4-10, FWS, etc.) following the reorganization. Proposed changes to schedule type (if any) shall be subject to the provisions of the

November 17, 2005, Supplemental Local Agreement to Article 22, Hours of Work.

C. Leave

Leave approved by supervisors prior to the effective date of the GLNPO reorganization for bargaining unit employees affected by the GLNPO reorganization, will remain in full-force and effect after the reorganization.

D. Position Descriptions

General

1. The Union will be provided with copies of any new or updated position descriptions for affected bargaining unit employees.⁵ In addition, the Union will be provided the opportunity to review any proposed changes, make recommendations and present evidence concerning the adequacy and equity of these position descriptions.
2. Affected bargaining unit employees will be provided a copy of their position description.⁶
3. Bargaining unit positions covered by this Agreement shall be current and accurately described in writing and classified to the proper occupational title, series, code, and grade in accordance with applicable OPM and Agency regulations.
4. If a bargaining unit employee has a question concerning her or his classification or position description, she or he is entitled to discuss her or his position description with their respective supervisor. If the employee wishes to pursue the matter further, he/she may request a desk audit as provided for in the MCBA, or file a classification appeal in accordance with the MCBA and 5 CFR Part 511, Subpart F.

Other Duties as Assigned

5. Inclusion of the phrase "Other duties as assigned" in a bargaining unit employee's performance plan shall be subject to the parties' mutual understanding in the EPA-AFGE PARS Agreement which states, "Barring exigent circumstances, the phrase 'other duties as assigned,' or its equivalent, shall not be used in Performance Plans to regularly assign work for a preponderance of duty hours. This does not preclude the employer from detailing employees to other assignments in accordance with applicable laws. Management will assign 'other duties' in a manner consistent with safe and lawful work practices." It is further understood that any details will be consistent with MCBA, Article 31, Details.

⁵ Information provided to the Union on August 17, 2015.

⁶ Information provided to affected employees on August 18, 2015.

6. Additional duties arising out of the U.S. EPA GLNPO reorganization shall be assigned fairly and equitably.

E. Physical Relocations

1. The GLNPO reorganization package states there will not be any physical moves as a result of the GLNPO reorganization. However, it is understood that physical moves are anticipated during the region-wide space consolidation and that such moves shall be made consistent with the parties' Memorandum of Agreement establishing procedures and arrangements for the implementation of the space consolidation of the U.S. EPA Region 5 Office signed on June 8, 2015.
2. Should physical moves become necessary prior to the implementation of the U.S. EPA Region 5 Office Space Consolidation, the Employer will provide the Union with advance notification consistent with their obligations set forth in the MCBA Article 40.

G. Training

1. In accordance with MCBA Article 30, Section 2, "An employee who is reassigned will be given a reasonable period of time to learn and satisfactorily perform the functions of his/her new position in accordance with the Agency's approved Performance Management System as incorporated into this Agreement."
2. In accordance with MCBA Article 8, Section 4.G, "Employees should be provided effective education and training in cases in which such education and training would result in better organizational and individual performance."
3. As an appropriate arrangement, the Agency shall provide training for any new employees affected by the reorganization, who are assigned new duties as a result of the reorganization, particularly those employees affected by the introduction of new technology.

VI. AMENDMENTS, MODIFICATIONS AND SEVERABILITY

A. Amendments and Modifications

This MOA may be amended only with the joint written agreement of the parties.

B. Severability

In the event that any provision (section, paragraph, sentence, etc.) of this MOA is held invalid by any arbitrator, court, regulation, rule or statute, the remaining provisions of this MOA shall not be held invalid and shall remain in full force and effect. The Union and the Employer

shall meet or discuss or both as soon as possible, but not more than five (5) working days, and attempt to renegotiate any provision found invalid. The five (5) working day timeframe may be extended by mutual agreement only.

VII. DURATION AND EFFECTIVE DATE

A. Duration

This Agreement shall remain in full force and effect for one (1) year from its effective date. The Parties may by mutual agreement terminate or extend the duration of this Agreement should the GLNPO reorganization take less than or more than one (1) year from the effective date of this Agreement to implement.

B. Effective Date/Agency Head Review

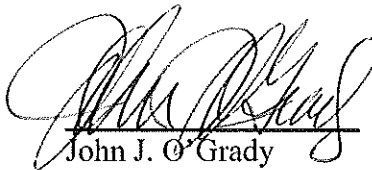
1. This MOA shall be effective on the date it is signed, subject to Agency Head Review. However, this Agreement shall take effect on the 31st day following execution if no action is taken by the Agency Head by that date.
2. If, as a result of Agency Head Review, a proposal or section of this MOA is disapproved, the parties shall exchange proposals and negotiate the affected proposal or section of this MOA within thirty (30) calendar days of the Agency's notification.
3. 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.

VIII. SIGNATURE/DATE

The parties agree to this MOA as written above.

FOR AFGE Local 704:


FOR the Employer:



John J. Grady
Chief Negotiator,
AFGE Local 704

8/28/15

Date



Wendy L. Carney
Chief Negotiator,
U.S. EPA Region 5

8/28/15

Date