

June 8, 2015

**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 finds 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

¹ 5 U.S.C. §7101(a)(1) and (a)(2)

² 5 U.S.C. §7106(a)(2)

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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:

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.

III. PURPOSE OF THIS AGREEMENT

- A. The purpose of this MOA is to establish procedures and appropriate arrangements for the implementation of the space consolidation of the U.S. EPA Region 5 Office proposed by management to the Union on April 21, 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 space consolidation, the MCBA shall supersede this Agreement for that specific requirement(s) only.

IV. ELIGIBILITY AND COVERAGE

This MOA covers all bargaining unit employees represented by AFGE Local 704, and only to the extent that it is not superseded by any national agreement.

V. GENERAL PROCEDURES AND APPROPRIATE ARRANGEMENTS

All space consolidations during the term of this Agreement will be governed by the provisions of this MOA, the MCBA and the Statute at 5 U.S.C. §7101 *et seq.*

A. The Employer agrees to:

- 1. At least fifteen (15) workdays prior to each of the seven steps in the process, the Employer will send an e-mail to the Union notifying the Union of the date the upcoming step is scheduled to begin.

³ 5 U.S.C. §7106(a)(3)

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2. Provide to the Union the names of the affected bargaining unit employees (those that will be moved) during each step.
3. Provide the Union with any changes to the floor plans as soon as possible. It is acknowledged that the Union has been provided with copies of the floor plans of the receiving area containing square footage of the room, and the location of work stations, furniture, and equipment.
4. Meet or discuss or both, within three (3) working days of a Union request to discuss any problems relating to the implementation of space consolidation, special circumstances associated with a particular space consolidation, or alleged noncompliance with this MOA. Meetings or discussions or both, under this section will not serve to delay implementation of space consolidation.

B. Physical Moves - Detail or Reassignments

Project Planning

1. It is anticipated that employees will be able to occupy the building and office throughout the duration of this project, as most of the physical moves will occur over weekends or overnight. However, in the event that conditions arise as a result of these moves that affects an employee's ability to work effectively or efficiently or both, the employee will be liberally allowed the opportunity to utilize episodic Flexiplace.
2. Employee participation in the episodic Flexiplace program is voluntary. Employees must meet normal eligibility requirements and have a signed AFGE-EPA Flexiplace Work Agreement (Appendix 3) prior to being allowed to work at the AWL. If episodic Flexiplace is used, the employee must communicate their plans to the supervisor, demonstrate that they have portable work and receive verbal authorization to do so.
3. Employees unable to work in the office for reasons related to this project will make appropriate arrangements with their supervisor to discuss alternative options such as episodic Flexiplace, temporarily working at other spaces/locations within the facility, etc.
4. Normal leave procedures remain in effect during the duration of the project. Employees, at their discretion, may request and take leave with supervisory approval, but will not be coerced to taken any leave.

Project Start-Up

5. In the event that a section of the office needs to be closed during any portion of the

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project, affected employees working in the office at that time may be granted excused absence without charge to leave. In accordance with the MCBA, Article 25, Sec. 8, employees working at home under the Flexiplace Program under these circumstances would not be eligible to receive such excused absence.

6. Prior to any scheduled move, all affected employees will be allowed sufficient duty time, and if necessary, assistance, for packing in preparation for this project. In the case of emergencies, such as a required On-Scene Coordinator (OSC) response, assistance will be provided to that employee to ensure packing is completed on a timely basis.
7. Employees will be given containers and will be required to box up materials in their cubicles. The moving contractor will move materials from the former cubicle to the new cubicle. Employees will then be responsible to unpack and organize their new cubicle space while on duty time. For those employees unable to pack or unpack or both, due to physical limitations may request appropriate assistance through their supervisor. Based upon the supervisors' assessment, the Agency will offer both packing and unpacking assistance to those employees, in order to minimize or even eliminate any workplace injuries due to lifting, packing, unpacking, etc.
8. Employees working authorized Flexiplace who need to come into the office will make appropriate arrangements with their supervisors.
9. The Employer will provide reasonable accommodations addressing accessibility needs. The Employer will send out two e-mails to affected employees asking that those who have approved modified work stations due to an approved reasonable accommodation (RA) contact the Local Reasonable Accommodation Coordinator (LORAC). The LORAC will coordinate with the Branch Chief of the Employee Services Branch to insure that any RAs identified by employees are properly implemented or transferred and implemented.

Project Completion

10. If employees believe that there are problems with their new workstations, they are encouraged to speak with their supervisors or the LORAC, or both as appropriate.

C. General Provisions

1. Nothing in this agreement alters employee or employer rights and responsibilities under the *Rehabilitation Act of 1973*, as amended, U.S. EPA Order 3110.21, *Providing Reasonable Accommodations for EPA Employees and Applicants with Disabilities*, January 31, 2003, or the *U.S. EPA's November 2009 National Reasonable*

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Accommodations Procedures (NRAP) for American Federation of Government Employees (AFGE Bargaining Unit Employees and Applicants with Disabilities), the Federal Employees Compensation Act (FECA), the Office of Workmen's Compensation Program (OWCP), restored leave provisions, transit subsidy reimbursement policies, the Flexiplace National Agreement or existing Flexiplace certifications.

2. Periodic spot check air monitoring will occur throughout the seven phases. If an air problem is noted, additional problem-oriented air quality testing may be necessary. Every reasonable effort will be made to ensure a safe work environment.
3. Supervisors and employees will exchange sufficient contact information so that they can do work, obtain and provide approvals, and conduct other business.
4. Normal leave procedures remain in effect during the duration of the project. Employees, at their discretion, may request and take leave with supervisory approval, but will not be coerced to take any leave.
5. Under the conditions of the space consolidation project, a reasonable degree of latitude will be provided for expectations regarding the efficiency and completion of work. These extenuating circumstances will be considered in performance evaluations.

D. Office Space Assignments

1. In making determinations regarding office space assignments, in conjunction with a relocation, the Employer agrees that it will not group, align, or assign workspace locations according to bargaining unit status.
2. In cases where an office is vacated that is considered desirable by an employee of the immediate work unit, the employee shall direct her or his request to occupy the vacant office to her or his first line supervisor. If the employee and supervisor are unable to satisfactorily resolve the matter, the employee may involve the Union in the matter. The Employer agrees that no contractor employee shall be assigned vacant office space without first affording Federal employees within the same work unit the opportunity to occupy that space.

E. Conference Rooms

1. The Union recommends that the space used for conference rooms not shrink and, in fact, recommends that it be increased. As floors become more 'occupied,' there will be an increase in the need for conference rooms on those floors. Bargaining unit employees

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indicate that booking conference rooms is difficult now.

2. The Union recommends that management address what will happen to all the appointments already made for existing conference rooms.

F. Other Considerations

1. To the extent that the Occupant Emergency Plan on any floor is impacted by the space consolidation, the Occupant Emergency Plan (OEP) will be revised to update the emergency response team members on the impacted floors.
2. Any construction activities associated with the space consolidation that will present a health and safety hazard or noise issue that will be disruptive to staff will occur after hours and over the weekends to minimize any adverse conditions (i.e., work disruptions or impacts to employee safety or health). In the event that an employee experiences adverse health impacts, such as an illness or injury, they believe are due to space consolidation activities taking place in their work areas, the employee will report such adverse health impacts as required by Article 20. Section 2.D. of the MCBA, and applicable Agency policies and procedures.
3. Episodic Flexiplace, consistent with the provisions of the Flexiplace Agreement, may be approved for the time period when moves and other space consolidation 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 space consolidation activities would occur.
4. The Union office (Room 409) and the Union Conference Room (Room 0913) will remain in their present locations on the 4th and 9th floors respectively.
5. Staff will be moved only once, whenever possible. Staff will be moved, to the extent reasonably possible, to locations where their cubicles are located in areas within or immediately adjacent to the coworkers who report to the same supervisor.
6. Staff members who are moved will be able to retain their computer, chair, monitor, and any ergonomic office equipment that they currently possess.
7. For employees being moved to new cubicles management will commit to making all needed ergonomic adjustments within 2 weeks of the employee being relocated, or as soon as reasonably possible.

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8. Components of the effected workstation will be repaired or replaced to meet workstation standards. 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 work station adjustments.
9. The Agency will either post on the intranet or send an email to affected employees with the space consolidation schedule, or both, at least 15 work days before any consolidation takes place. The schedule must contain, at a minimum, the projected dates when organizations will be moved, the cubicles that will be affected by the moves, and any deadlines employees must meet to pack their office contents as well as any rules or policies concerning how the employee must prepare for the move. If an organization will be moved in phases over more than one day, the Agency shall post the dates of each phase of the move, in sufficient detail so an employee can determine which date will impact them.
10. The Agency's record management staff will work with employees and managers to review employee needs and to allocate if necessary, common area cabinets in the new locations for those who have records or file storage needs beyond the storage in the cubicles themselves. First priority will be for agency record material, but every reasonable effort will be made to make sure that each organization is fairly allocated adequate space in the general vicinity of their workstation.
11. Prior to moving any employee to a new location on another floor, the Agency shall ensure that the employee's key card or smart card information has been appropriately reprogrammed. If the Agency becomes aware that an employee's key card will not enable to their new floor, the Agency will provide the employee with a loaned key card to allow the employee to have access to their new floor until such time as the programming has been completed to allow them to access the floor where they work.
12. The Agency agrees to move existing lockers for those employees that currently have lockers. Non-OSCs that feel that they do not have sufficient space for their agency issued personal protective equipment, should first attempt to reduce the contents of their cubicles and, if necessary, speak with their supervisor to see if additional space is needed. The Agency will consider such requests from non-OSCs, subject to locker space availability.

G. On-Going Meetings

1. During the entire period of the space consolidation the Union and management shall meet

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at the beginning of the next step to discuss the progress of the implementation, and any problems encountered, suggested improvements, etc.

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 immediately meet and attempt to renegotiate any provision found invalid.

VII. DURATION AND EFFECTIVE DATE

A. Duration

This Agreement shall remain in full force and effect for one (1) year from its effective date.

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.

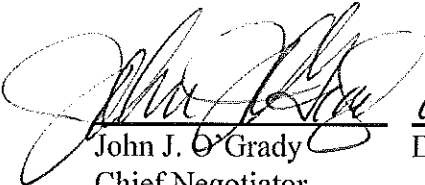
VIII. SIGNATURE/DATE

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The parties agree to this MOA as written above.


FOR AFGE Local 704:

FOR Management:



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

06/08/15
Date



Bruce F. Sypniewski
Chief Negotiator,
U.S. EPA Region 5

6/8/15
Date

