

## MEMORANDUM OF AGREEMENT (MOA)

### SECTION 1. PURPOSE

This Memorandum of Agreement (MOA) is entered into, by and between the United States Environmental Protection Agency (U.S. EPA or employer) Region 5 Superfund Division and the American Federation of Government Employees (AFGE) Local 704, hereinafter referred to as the parties. This MOA sets forth the parties agreement with respect to U.S. EPA Region 5 Superfund Division Relocation Pilot. 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), the MCBA will supersede this MOA for that specific requirement only.

### SECTION 2. RELOCATION PILOT PROPOSAL

**A. Purpose of the Pilot:** The pilot is intended to maximize current U.S. EPA office space within the greater Chicagoland area outside the downtown business district, where the main U.S. EPA Region 5 Office is housed.

1. Given the close proximity of the satellite offices to employee residences, a substantial reduction in commuting distance is expected, as is an overall reduction in commuting time. Depending upon the number of employees who participate in the pilot, the Regional office could shrink its physical footprint on the 5<sup>th</sup> floor of the Metcalfe building by several hundred square feet. The pilot could also result in a cost savings through the relocation of several response vehicles from the downtown location to the satellite offices. Parking costs at the satellite offices are substantially less than the parking fees at the GSA garage in downtown Chicago.

2. It is acknowledged that the Superfund Division has extensive experience in managing field staff outside the Chicago office. Of the 32 current OSCs, 17 are stationed across the various States in the Region although managed by Chicago-based supervisors. For many years, the Superfund Division has slowly shifted field personnel from the downtown Chicago office to out-station and Field office locations. This has provided substantial benefit to the response capability and readiness of the Emergency Response Program. This Relocation Pilot is a continuation of this approach although impacting a broader range of field personnel.

**B. Eligibility and Coverage:** This MOA covers all Chicago based On-Scene Coordinators (OSCs) and Field Support Services (FSS) bargaining unit employees in the U.S. EPA Region 5 Superfund Division Emergency Response Program represented by AFGE Local 704.

1. The Superfund Relocation Proposal involves the voluntary change in duty station for a number of employees in the Emergency Response program in the U.S. EPA Region 5 Superfund Division.

2. Specifically, this proposal is directed at OSCs and FSS personnel, who are currently assigned to either Emergency Response Branch #1 or #2, Superfund Division, U.S. EPA Region 5 in the Chicago office. A number of these field personnel live in the suburbs of Chicago in relative close proximity to one of the two Chicago area satellite offices in Des Plaines and Willowbrook. Based on current estimations, up to ten (10) OSCs and five (5) FSS employees may be interested in participating in this relocation pilot.

**C. Facilities:**

1. The Willowbrook and Des Plaines offices are currently used extensively by the U.S. EPA Region 5 Emergency Response program. The Willowbrook space houses the Superfund equipment warehouse. The office space in both locations have workstations, telephone hookups and wireless services. Field staff are generally equipped with multiple communication devices such as laptops, BlackBerry's and wireless mobile hotspots. Both of these offices have ample work space to accommodate the likely number of employees involved in a Superfund Division Pilot Relocation, although the Des Plaines office has a much smaller footprint than Willowbrook. The maximum number of permanently relocated personnel should not exceed five (5) in the Des Plaines office. This pilot will not involve the purchase of any additional mobile communication devices for participants, nor is it anticipated that there will be any changes to office infrastructure for this particular pilot. Neither IMB nor its contractor (IPNS) will provide onsite IT support for the two satellite offices (Des Plaines and Willowbrook). Out-stationed employees will call into 3-HELP for remote IT assistance. Any failed equipment will need to be serviced at the 77 West Jackson Blvd Chicago office.

2. The Superfund space in Willowbrook is the warehouse (Suite A). The Continuity of Operations (COOP) space (Suite N) belongs to the Region. It is anticipated that the northern portion of Suite N (known as the Suite N Annex) will be used for this pilot. Suite N Annex currently has approximately 18 work stations and a conference area. It is understood that the warehouse (Suite A) proper is heated but not air conditioned. Heating and air conditioning will be provided for all of the work stations at the COOP facility Suite N Annex in Willowbrook.

**SECTION 3. GENERAL PROCEDURES AND APPROPRIATE ARRANGEMENTS**

It will be expected that OCS's on response duty (primary and backup) will report to the Chicago office during their week of response. The primary and backup response vehicles will be housed at the Chicago office.

**A. The Employer agrees to:**

1. Notify the Union of the physical relocations of bargaining unit employees affected by implementation of this pilot within fifteen (15) days prior to the effective date of the pilot initiation.
2. Provide to the Union the names of the affected bargaining unit employees, the current and proposed organizational charts.

3. Provide floor plans of the receiving area containing square footage of the room, and the location of work stations, furniture, and equipment. To be determined and provided to the Union within three (3) months of the start of the pilot.
  4. Acknowledging that this pilot is a voluntary program, any employee may opt out of the voluntary move to either location (Des Plaines or Willowbrook), and move back to the Chicago Office within the timeframe of this pilot.
  5. Meet within five (5) work days of a Union request to discuss any problems relating to the implementation of reorganization, special circumstances associated with this pilot, or alleged noncompliance with this MOA. Meetings under this section will not serve to delay implementation of the pilot.
  6. If the pilot is successful and the relocation of staff becomes permanent, the relocation participants Chicago office space will be reassigned to other staff and no longer available to the relocation participants.
- B. Physical Moves, Detail or Reassignments:** Any employee physically relocated from his/her usual worksite because of this pilot should normally be given at least two (2) weeks advance notice of such a move.
- C. General:** Any relocations to either Des Plaines or Willowbrook facilities during the term of this MOA, will be governed by provisions of this MOA and the MCBA.
- E. Benefits:** The proposal notes that employees may have a substantial reduction in commuting distance and time. To the extent possible, U.S. EPA encourages employees to move to the use of mass transit, rather than use their POVs to get to work.
- F. COOP Exercises:** In the event of a COOP exercise, it is likely that response staff may be requested to respond to the incident that created the need to COOP. However, if response is not necessary and the COOP facilities are required to be utilized, management may request staff conduct episodic Flexiplace to free up workstation space for the COOP incident/exercise.
- G. Flexiplace/Telework:** OSCs can only be on episodic Flexiplace.
- H. Government Vehicles:** The exact number of vehicles to be stationed at Willowbrook and Des Plaines will be determined by Superfund Division needs in the Chicago office, the number of staff who decide to relocate to each location and parking space availability at each location as determined in lease agreements or property owner requirements. It is unlikely that there would be one vehicle per each OSC that is stationed at either facility. All SFD staff will still have access to the SFD GOV pool of vehicles located in the Chicago, Willowbrook and Des Plaines office.

- I. Gym Membership:** OSCs in Des Plaines and Willowbrook will receive the same funding assistance as Grosse Ile, Westlake, and other out stationed employees. OSCs outside Chicago currently receive \$185/year for individual gym membership.
- J. Mail:** It is anticipated that the existing mail delivery service will be utilized at both Willowbrook and Des Plaines.
- K. MaxiFlex:** The parties acknowledge the Supplemental Local Agreement (Supplement) between U.S. EPA Region 5 and AFGE Local 704 as setting forth the parties local agreement with respect to Article 22, Hours of Work, of the MCBA. This agreement allows bargaining unit employees to utilize a variety of work schedules including MaxiFlex. MaxiFlex is available for use by OSCs and Field Support Services personnel in their work within the U.S. EPA Region 5 Superfund Division.
- L. Measures of Success:** The parties will meet during the first three (3) months of the initiation of the pilot to discuss and agree upon appropriate measures of success for the pilot.
- M. Office Space Assignments:** 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. In making such office space assignments, the first line supervisor will seek employee input and voluntary agreement as to workspace locations. If employees are unable to reach such agreement, the office space assignments, excepting employees with disabling conditions, shall be determined by seniority preference according to descending grade level and then earliest SCD among the employees in the immediate work unit.
- In cases where an office is vacated that is considered desirable by an employee of the immediate work unit, the employee shall direct his request to occupy the vacant office to 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.
- N. Parking:** Will be available at both facilities at no cost to the employee. The Agency notes that parking costs are substantially less than parking at the GSA garage in downtown Chicago. Out-stationed OSCs may be driving their personal vehicle to the office during non-response duty weeks. A government owned vehicle (GOV) is not allowed to commute to the office during non-response duty weeks. Qualified transit subsidies and local reimbursement travel vouchers would be allowed (see below). Primary and Backup response vehicles will be available

during weekly response duties and vehicles utilized in accordance with Vehicle Reservation Request Form 4920-5 are also available.)

- O. **Response Equipment:** Will be available at the Willowbrook and Des Plaines Offices. Response equipment and vehicles will be available consistent with the current response procedures.
- P. **OSC Response Duty:** Primary and Backup response duty location will be the Chicago office. Primary and Backup responsibilities will be conducted consistent with current emergency response procedures. Dedicated space will be provided for Primary and Backup responders to answer the spill phone, follow up on NRC reports, prepare ER notifications and conduct other business consistent with existing responsibilities and requirements.
- Q. **Transit Subsidy:** Will be allowed consistent with the current policy. To the extent public transportation is used to commute to and from either the Willowbrook or Des Plaines Offices and an employee's residence, that transit portion will be allowed consistent with the current subsidy policy. It is anticipated that local reimbursement travel vouchers will be utilized for travel to and from the Chicago office to pick up and drop off the response vehicles at the beginning and end of primary and backup response duty weeks, as well as attend necessary training courses, meetings and other work related appointments.
- R. **Vehicle Check:** Will be consistent with the current requirements which utilize the vehicle reservation request form 4920-5. The form will be emailed to the supervisor for approval and approved form sent to the vehicle coordinator for tracking. It is the responsibility of the individual requesting the use of a vehicle to ensure a completed and supervisor approved request is provided to the vehicle coordinator.
- S. **Volunteer:** Those who volunteer for the pilot, but want to go back to their office in Chicago, will be free to do so during the pilot. However, it is encouraged that volunteers do their best to relocate all of their anticipated work materials to the pilot location to reduce the amount of time necessary to work downtown.
- T. **Work Area/Storage Space:** Des Plaines cubicles and Suite N COOP Annex workstations will be assigned among existing facilities which will be utilized during the pilot with minimum modifications. No construction of cubicles, offices, storage areas or conference rooms will occur as part of the pilot.

#### **SECTION 4. FUTURE NEGOTIATIONS, SEVERABILITY AND REOPENER**

##### **A. Amendments and Modifications**

- 1. Either party may propose negotiations during the term of this MOA to reopen, amend, or modify this Agreement, but such negotiations may be conducted only by mutual consent of the parties. Such negotiations shall be conducted in

accordance with MCBA Article 40, Supplemental Agreements and Other Negotiations During the Life and Term of This Agreement and Designated Representatives of the Parties.

2. If either party desires to renegotiate any terms of this MOA, it will furnish written notice to the other party, identifying the Sections that it wishes to change, not more than one hundred and twenty (120) or less than ninety (90) days prior to the expiration date.
3. In the event such notice is given by either party, the parties will begin negotiating Ground rules for the new negotiations within sixty (60) days from the date of receipt of notice of the proposed changes. If negotiations are not completed by the anniversary date, the Agreement will be automatically extended until a new agreement is negotiated.
4. This MOA shall continue to be in full-force and effect during subsequent negotiations to permit completion of any proceedings with or before the Federal Mediation and Conciliation Service (FMCS), the Federal Labor Relations Authority (FLRA), or the Federal Service Impasses Panel (FSIP).

#### **SECTION 5. 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.

#### **SECTION 6. DURATION AND EFFECTIVE DATE**

##### **A. 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 31<sup>st</sup> 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.
4. This MOA shall not be implemented until new provisions are negotiated. The Agency shall maintain the status quo until such time as full agreement is reached and the MOA is executed and effective.

**SECTION 7. DURATION**

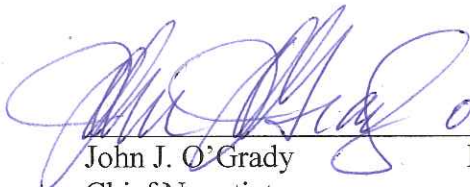
This MOA shall remain in full force and effect upon signature, for a period of twelve (12) months. At the end of the initial 12 month period, the parties will decide if the pilot will be extended temporarily, made permanent or terminated. If extended beyond 12 months the parties will meet to decide if any changes are needed to this agreement.

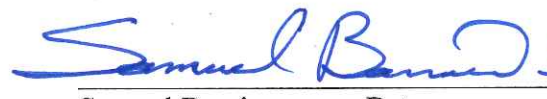
**SECTION 8. EFFECTIVE DATE**

The provisions of this Supplement are effective as of the date of signature by both parties. The parties agree to the Supplement as written above.

**FOR AFGE Local 704:**

**FOR Management:**

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

  
\_\_\_\_\_  
Samuel Borries      Date  
Chief Negotiator  
U.S. EPA Region 5

