

**MEMORANDUM OF UNDERSTANDING
BETWEEN
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO
LOCAL 3614
AND
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
PHILADELPHIA DISTRICT OFFICE
COVERING THE RELOCATION OF BARGAINING UNIT EMPLOYEES
TO THE NEW OFFICE BUILDING OF THE
PHILADELPHIA DISTRICT OFFICE**

Whereas the Philadelphia District Office has decided to relocate to a new building that requires a cost-savings on space and fixed costs which results in a reduction of the amount of usable space for bargaining unit employees, the following shall apply as it affects bargaining unit employees:

OFFICE SPACE

1. All bargaining unit employees shall be allotted office space in accordance with their position title, and in accordance with the EEOC Space Allocation Guidelines and the Memorandum of Understanding between the National Council of EEOC Locals No. 216 and the Equal Employment Opportunity Commission (EEOC), without regard to any "historic" framework. i.e., Investigator and Mediator – 100 square feet; Trial Attorney and Administrative Judge(Hearing Examiner) – 120 square feet; Paralegal – 90 square feet; Office Automation Assistant, Investigative Support Assistant, Legal Technician and Program Assistant - 64 square feet; Clerk – 48 square feet. The parties understand that there may be variations in individual offices.
2. No bargaining unit employees shall be allotted office space in accordance with the EEOC Space Allocation Guidelines of "Shared private office" of 140 square feet without negotiating with the UNION. All bargaining unit employees, with the exception of Office Automation Assistant, Investigative Support Assistant, Legal Technician, Program Assistant and Clerk shall have office space that has floor to ceiling walls.
3. All bargaining unit employees shall be allotted space appropriate for their position. In accordance with paragraphs 1 and 2 above.
4. All bargaining unit employees designated as Mediators or Program Assistant, because of the "firewall" shall be allotted space appropriate for their position with separate access.
5. All bargaining unit employees designated as Office Automation Assistant, Investigative Support Assistant, Legal Technician, Program Assistant and Clerk shall be allotted space in areas that shall be provided with cubicles in which the partitions are sufficiently high enough to have adequate privacy and the partitions are made of sound absorbing material.

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OFFICE ASSIGNMENTS

6. All bargaining unit employees' offices shall be assigned a number in accordance with the floorplan dated March 2, 2007.
7. All bargaining unit employees shall submit, in writing, to the Deputy District Director and the designated Union official for review a preferred office assignments and second and third choices of office assignment. Every effort will be made to accommodate the first and subsequent preferences of an employee.
8. When an office assignment is requested by more than one employee, the employees will be requested to voluntarily adjust their request. Should voluntary adjustments be unsuccessful, and involuntary adjustments are required, the following guidelines shall be applied in determining which employee shall have their preference honored in the following order:
 - a. Philadelphia District Office seniority;
 - b. EEOC seniority; and
 - c. Federal service seniority;
 - d. Last name if necessary.

COMPUTER WORKSTATIONS

9. All enforcement, including but not limited to CR/TIU, and the ADR Program Assistant, bargaining unit employees shall receive new workstations that offer a safe and comfortable work environment.
10. All Legal, Hearings and ADR, excluding the ADR Program Assistant, bargaining unit employees shall have selective furniture moved to the new location.
11. All bargaining unit employee's workstations that are in open areas shall be separated by padded, nonflammable partition to ensure quiet and efficient working conditions.
12. All Safety & Health issues shall be addressed in accordance with applicable law, regulation and/or procedure.

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13. All workstation environments shall have appropriately placed lighting and adjustable keyboard stations that offer a safe and comfortable work environment.

BREAKROOM

14. The breakroom shall be furnished with a refrigerator, microwave oven, a sink.
15. The breakroom shall be large enough to provide adequate space for employees to store, prepare and eat their lunches.

MISCELLANEOUS

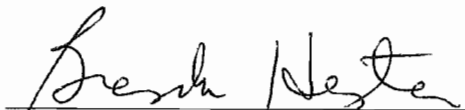
16. All bargaining unit employees will be given twenty four (24) hours to pack, prior to the date of the office relocation.
17. All bargaining unit employees will be given twenty four (24) hours to unpack and have work equipment moved into their workplace after relocating to the new office.
18. Management agrees to provide adjustments to work deadlines, including Charge Receipt, during the period of relocation and this shall be considered when completing employee evaluations.
19. To the extent that renovations interfere with an employee's ability to perform his/her job in his/her assigned workspace, Management will relocate the affected employee to a temporary workspace, or if temporary space is not available, Management will allow the employee to telecommute until the disruption is alleviated. If there is no available workspace and an employee cannot telecommute, then the employee may be excused until the disruption is alleviated.
20. The parties agree that Investigators currently assigned to CRTIU office space will, upon request, be reassigned out of CRTIU on or before December 31, 2007.
21. The parties agree that Investigators currently assigned outside of CRTIU will, upon request, be considered for reassignment into CRTIU office space.
22. In accordance with established EEOC protocols, Management will effectuate measures that ensure the security of all employees in the new offices.

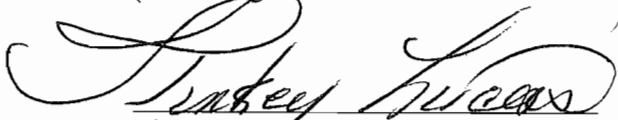
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- 23. Management agrees to provide the Union with a two or four drawer locking file cabinet in space other than space other than space occupied by an employee.
- 24. This agreement shall not be altered or amended without the mutual consent of the parties, as expressed in writing.
- 25. Any disputes concerning the application or interpretation of this Memorandum of Understanding shall be resolved through the parties' negotiated grievance procedure or any appropriate third party procedure.

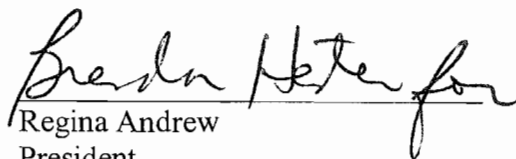
Signed this 3 day of July 2007.

For the AFGE, Local 3614, AFL-CIO
NCEEOC Locals #216



Brenda Hester
Chief Negotiator

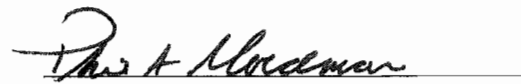

Pinkey Lucas
Negotiator

Approved by:

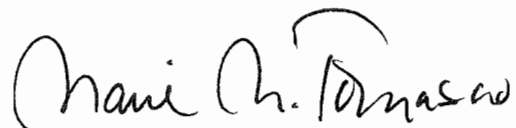

Regina Andrew
President

For the Philadelphia District Office,
EEOC


Stanley Braverman
Chief Negotiator


Phil Goldman
Negotiator

Approved by:


Marie **M**. Tomasso
District Director