

**MOU CONCERNING ALLOCATION OF OFFICE SPACE
FOR THE EEOC WASHINGTON FIELD OFFICE
131 M STREET NE, 4TH FLOOR**

The parties agree that the following provisions shall apply to the impact and implementation of the allocation/reallocation of office space affecting bargaining unit employees in the Washington Field Office:

Office and work station assignments, and other matters connected with the Washington Field Office relocation, shall be governed by the following:

1. Employees will be assigned to offices and work stations based on their seniority at the Washington Field Office, excluding periods of detail outside of the Washington Field Office.
2. When more than one employee holds the same seniority, length of employment at EEOC will prevail. Length of employment at EEOC will be based on the employee's total time with the Agency regardless of whether there has been a break in service.
3. When an employee's seniority at the Washington Field Office and length of employment at EEOC are the same, length of time in federal government service shall prevail.
4. After offices/work space has been designated by the director for non-bargaining unit positions, of the remaining window offices, one shall be assigned to the ADR Unit, and the balance of remaining window offices shall be divided evenly among the Federal Sector Administrative Judges and the Enforcement Unit Investigators.
5. Notwithstanding the priority order set forth in paragraphs 1 through 4 above, Administrative Judges, Investigators, Mediators, and any other bargaining unit persons covered by this agreement, who are frequent telecommuters (more than three days per week) will be assigned a window office in lower priority than all other full time employees.
6. Any office or work station assignment changes occurring after the initial relocation to One NoMa Station shall be made based on the priority order set forth in paragraphs 1 through 5 above.
7. The Union shall be allotted one lockable file cabinet in the Washington Field Office work space at One NoMa Station.
8. Individual office and work station selections will take place after construction of the Washington Field Office work space is complete at One NoMa Station, and after every

reasonable effort is made to afford employees affected by this agreement to view the completed work stations.

9. Management and the Union agree that Washington Field Office employees will not be required to escort members of the public or other visitors to the Washington Field Office between the first floor lobby at One NoMa Station and the Washington Field Office fourth floor work space. The only exceptions to this policy will be for unusual circumstances that are consistent with good public service, such as assisting visitors with special needs, meeting visitors in connection with an event that will take place on the first floor, or similar reasons.
10. Management and the Union agree that any employee directory located in the lobby at One NoMa station will refer persons using the directory who are seeking contact with anyone in the Washington Field Office to the Washington Field Office public visitors' area and the front desk telephone number. Individual employee telephone numbers will not be listed publicly in a lobby directory or elsewhere.

The Parties agree that every employee has the right to work in a physical environment free of health or safety hazards. To the fullest extent of its authority, the Employer shall provide and maintain a safe work place for its employees and comply with all applicable Federal laws and regulations relating to their safety and health.

This agreement shall not be altered or amended without the mutual agreement of the Parties.

This agreement becomes effective on the date signed by both Parties.

Any disputes concerning the application or interpretation of this agreement shall be resolved through the negotiated grievance procedure or an appropriate third party procedure.

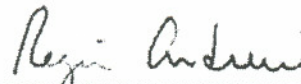
Signed this 12th day of September 2008.

For the Equal Employment
Opportunity Commission



Dana R. Hutter, Director
Washington Field Office

For the Union



Regina M. Andrew, President
Local 3614, AFGE