

**NATIONAL LABOR-MANAGEMENT AGREEMENT BETWEEN THE EQUAL
EMPLOYMENT OPPORTUNITY COMMISSION AND THE NATIONAL COUNCIL
OF EEOC LOCALS NO. 216, AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, AFL-CIO**

I. PURPOSE

The Equal Employment Opportunity Commission (EEOC or the Agency) and the National Council of EEOC Locals, No. 216, AFGE, AFL-CIO (the Union), enter into this National Labor-Management Agreement pursuant to Presidential Executive Order No. 13522. The purpose of this Agreement is to establish a cooperative and productive form of labor-management relations throughout the EEOC to improve the Agency's productivity and effectiveness.

**II. LABOR-MANAGEMENT COLLABORATION PRINCIPLES AND
GENERAL OBJECTIVES**

The Parties are dedicated to a collaboration that compliments the existing collective bargaining process and permits all employees to deliver the highest quality of service to the public as a means to accomplish EEOC's mission and to seek solutions to issues that benefit the Agency and all of its employees.

A. Principles

The working principles of the Parties' labor-management relationship are:

1. Cultivating mutual respect and trust;
2. Sharing information adequate to the decision-making process as soon as practicable;
3. Cultivating a positive attitude in the interests of innovation and receptivity to new and different ideas;
4. Taking responsibility for actions and being held accountable;
5. Maintaining open communications and active listening; and
6. Identifying and focusing on common interests and shared problems of both parties rather than on exclusive rights and conflicting positions.

B. General Objectives

The objectives in building viable labor-management collaboration are:

1. To serve as full partners in both the identification of problems and the implementation of solutions in order to better accomplish EEOC's mission;
2. To use alternative dispute resolution methods to minimize differences;
3. To abide by guidance of the President's National Council of Federal Labor-Management Relations (the Council) and engage in actions which serve the purposes of the Executive Order, including to evaluate and document changes in employee and manager satisfaction and in organizational performance resulting from labor-management activities;
4. To establish joint labor-management councils where problems can be identified and solutions can be offered to better serve the public and the Agency's mission;
5. To recognize that it is within the ultimate authority of the Chair to elect to negotiate over any or all of the subjects set forth in 5 U.S.C. 7106(b)(1); however, under this Agreement, to follow guidance of the President's Council in permitting discussions to the fullest extent practicable on these and other pre-decisional matters;
6. To develop and implement cost-saving measures which do not compromise the Agency's Mission; and
7. Consistent with these principles and objectives, to commit to develop a final plan in compliance with Section 3(b) of Executive Order 13522.

III. JOINT LABOR-MANAGEMENT COUNCILS

There shall be Joint Labor-Management Councils at the appropriate levels of recognition to identify problems and prepare resolutions to better serve the public and the Agency's mission.

A. National Labor-Management Council Administration and Activities

1. The National Labor-Management Council shall consist of sixteen (16) members; eight (8) members to be appointed by Labor and eight (8) to be appointed by Management. The members shall serve at the sole discretion of the respective appointing officials. One management member and one union member will co-chair the National Labor-Management Council meetings. Co-chairs will be selected by the National Council members at its first meeting, and selection of new co-chairs will be made annually.

2. The National Labor-Management Council shall meet quarterly, on dates and at sites mutually agreed to by the Parties. Two of the meetings shall be held in person and all travel and per diem will be paid by the Agency should the Chair determine funds are available. The remaining two meetings will be held with the assistance of technology, such as video conferencing or teleconferencing.
3. The Agency shall also pay other related expenses of the National Labor-Management Council provided that the Chair of the Agency determines that sufficient funds are available. The Agency shall arrange for staff support, travel orders, per diem and other arrangements for National Labor-Management Council business.
4. The National Labor-Management Council will develop a schedule and rules to govern its meetings.
5. With the assistance of technology, the National Labor-Management Council will develop and provide joint training for managers and union representatives. The subject of the training will be non-adversarial dispute resolution techniques and interest-based bargaining approaches. The training will be provided upon a joint request of the office director and the local president. Costs shall be borne by the Agency. As an alternative, the Parties will avail themselves of the resources of the Federal Labor Relations Authority (FLRA), Federal Service Impasses Panel (FSIP), and Federal Mediation and Conciliation Service (FMCS) for no-cost training. All activities of the Council shall be determined to be official business.
6. The National Labor-Management Council may establish labor-management forums such as groups, teams, task forces, committees, or other working groups ("groups") to complete tasks, projects, reports, or other necessary duties to aid in the work of the National Labor-Management Council. For each of the groups, the National Labor-Management Council shall determine the types of staff knowledge and skills and abilities needed, the responsibilities of the group, the time frames for completion of activities, training issues, and whether facilitators are needed.
7. The National Labor-Management Council shall recommend to the Chair actions to be taken by the Chair and/or the Agency to effectuate any recommendations concerning but not limited to matters addressed in Executive Order 13522.
8. When mutually satisfactory decisions are not reached by the National Council, the topic shall be canceled, tabled, or revert to its proper place in the labor management relationship, for instance, to a grievance procedure, negotiations, etc.
9. The National Labor-Management Council will develop policies for facilitating the participation of employees in labor-management activities, and monitor and measure these activities to evaluate labor-management collaborative success.

10. The National Labor-Management Council will encourage communication by promptly providing notice of its decisions and policies, by collecting and disseminating information on labor-management activities and by providing technical assistance to all EEOC employees.
11. Pursuant to the guidance from the President's National Council of Federal Labor-Management Relations (the Council), the Agency's National Labor-Management Council will develop a policy regarding the Parties' negotiation over 5 U.S.C. 7106(b)(1). The policy will be formulated after review of the outcome of those pilots identified and developed by the President's Council pursuant to Section 2(b)(vii) of Executive Order 13522.
12. The National Labor-Management Council will review issues, concerns, ideas and suggestions submitted by outside stakeholders, EEOC employees, offices, or groups in an effort to improve EEOC's operations associated with developing metrics and improvements in the areas of management satisfaction, productivity, cost-saving measures and other areas identified by relevant labor-management forums. The National Labor-Management Council will use an internal and external open and inclusive process of communication and/or information-gathering, including using the liaison with the District Councils, where appropriate, in its review of any submission.

B. District Councils, Administration and Activities

1.
 - A. It is important for District Councils to be formed to implement and to develop issues developed at the National level and to address unique district issues.
 - B. The parties shall seek training for management and union representatives. The parties shall jointly contact the National Labor Management forum for assistance. To the extent funds are not available, the Parties will avail themselves of the resources of the Federal Labor Relations Authority (FLRA), Federal Service Impasses Panel (FSIP), and Federal Mediation and Conciliation Service (FMCS) for no-cost training. The parties shall avail themselves of this option by jointly contacting the local FLRA, FSIP or FMCS Office. All activities of the Council shall be determined to be official business.
2.
 - A. District Councils will be formed representing each EEOC District, a total of fifteen District Councils. Each District Council will be comprised of an equal number of members from each of the offices (District, Field, Area and Local) within the EEOC District. That number will be jointly determined by the Local President and the District Director. That number will also reflect an equal number of Management and Union representatives from each office within the District and will include the Local Union President or designee. In circumstances where the duty station of the Local Union President or designee is not within one of the offices of the District, the District Director shall appoint an additional representative to ensure equal representation. For example, if a District Office has a Field Office, an Area Office and a Local Office, the District Director and the Local President might decide that each office in that District will have

two representatives, one Management and one Union. If the Local President or designee is from outside that District, the District Director would appoint an additional member, so in that instance the total members on the District Council would be ten, five Management and five Union. Management and the Union in each District will annually appoint their respective members to the District Council.

B. A Washington Field Office (WFO) Council will also be established, and for the purposes of this agreement, provisions governing District Councils also govern the WFO Council.

3. Each District Council shall prepare an agreement which adopts the National Labor-Management Agreement principles and objectives. The District Council's agreement may also include rules and/or procedures adopted by the National Labor-Management Council Agreement. The District Council agreement will identify District-wide issues to be addressed by the Council, and describe how each Council will proceed. Each proposed District Council agreement shall be submitted to the National Labor-Management Council as soon as possible, but no later than one hundred twenty (120) days after the effective date of the National Labor-Management Agreement. Each District can implement its agreement after receiving approval from the National Labor Management Council. The National Labor-Management Council will work closely with a District Council to clarify any unresolved issues.
4. Both the Agency and the Union shall ensure meaningful participation by all members of the District Councils. The District Councils shall meet quarterly, on dates and at sites mutually agreed to by the parties. Two of the meetings shall be held in person and all travel and per diem shall be paid by the agency should the Chair determine funds are available. The remaining two meetings shall be held with the assistance of technology such as video or teleconferencing.
5. District Councils will provide information on a regularly scheduled basis to the National Labor-Management Council about District Council activities and programs. In addition, District Councils at any time will submit to the National Labor-Management Council for consideration any issues, concerns, suggestions, ideas, etc, which may generally affect the operations of the Commission. The National Labor-Management Council will review the reports and submissions of the District Councils to assess patterns of activity that could be addressed on a national basis.
6. From time to time, the National Labor-Management Council will request and review the activities and programs of District Councils.
7. Should any District Council reach concurrence on an approach which would further the objectives or principles of the National Labor-Management Agreement, but an internal EEOC directive, notice, Collective Bargaining Agreement (CBA) or order appears to prohibit implementation, the District Council may request that the National Labor-Management Council review the situation. Thereafter, the National Labor-Management Council will review the situation and if appropriate, recommend to the

Chair, the National Union Council President, or the Commission how to best foster the approach, including the possibility of the Chair, the Commission or the Union's Council President allowing an exception to the internal directive, order, or CBA which prohibits implementation. Any such exception must be expressed in writing, signed by the appropriate official(s). A District Council may not implement a policy or program contrary to any policy or program approved by the National Labor-Management Council.

C. Headquarters Council

Headquarters Council (HQ) will also be established, and for the purposes of this agreement, provisions governing District Councils also govern the Headquarters Council. Each office within Headquarters shall have an equal number of representatives on the Headquarters Council. The number of employees from each office shall be jointly determined by the Headquarters Local President and the Chair or her designee. Labor and Management will appoint their representatives annually. Each side will select its co-chair.

V. RELATIONSHIP TO OTHER AGREEMENTS

This District Council Agreement is not intended to, nor does it, modify any of the rights or procedures contained in the Collective Bargaining Agreement, memoranda of understanding, and/ or negotiated EEOC directives and/or orders between the parties. The National and Labor-Management Agreement is not a collective bargaining agreement, and the National Labor-Management Council is not a substitute for using the collective bargaining process. We believe, however, that the more effectively we utilize a partnership approach, the less we will have to use the more formal bargaining process.

Should the National Labor-Management Council reach an understanding on a solution which furthers the stated objectives or principles of Labor-Management, but provisions of the negotiated agreement(s) prohibit implementation, this body may apply to the Chair or to the Chair's designee and the President of the National Council for modification of the appropriate negotiated agreement(s). Any negotiated agreement may only be modified in writing, signed by the Union's National Council President and the Chair.

V. NATIONAL LABOR-MANAGEMENT AGREEMENT DURATION

The National Labor-Management Council shall terminate three (3) years after the effective date of this National Labor-Management Agreement. At the end of this three (3) year period, the Parties may agree to continue the Council or establish a new labor-management council. Any changes to this National Labor-Management Agreement must be in writing and signed by the President and Chief Negotiator of the Union and the Chair of the EEOC or their respective designee.

We, the designated representatives of the EEOC and the National Council of EEOC Locals No. 216, by affixing our signatures below, agree to the purpose, structure, principles, and objectives stated within this National Labor-Management Agreement as jointly developed.

Dated this 20th day of July, 2010

For the Equal Employment Opportunity
Commission


Jacqueline Berrien, Chair

For the National Council of EEOC
Locals No. 216


Gabrielle Martin, President