

MEMORANDUM OF UNDERSTANDING BETWEEN THE EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION AND THE NATIONAL COUNCIL OF EEOC LOCALS NO. 216
CONCERNING FURLOUGH OF EEOC EMPLOYEES DUE TO LAPSE IN FY11
APPROPRIATIONS

The purpose of this agreement is to implement steps and actions which will minimize or eliminate the adverse effects on bargaining unit employees should funds not be appropriated or approved by Congress.

Accordingly, the parties herein have agreed to cooperate to the maximum extent feasible in adapting Agency actions and reducing the impact of the budget cuts or failure to provide funding by Congress on employees.

1. All union proposals herein which are not mandatory subjects of bargaining by virtue of some interference with a "Management Right" under 5 U.S.C. 7106 are intended as "appropriate arrangements" under 5 U.S.C. §7106(b)(3) for employees adversely affected by the exercise of one or more management rights.
2. No bargaining unit employee shall be designated as "essential" or excepted from the furlough. Exceptions may be made for Trial Attorneys, whose employment is dependent upon having a valid license to practice law, and who are subject to court imposed deadlines, which the court has refused to extend despite a shutdown.
3. The Agency herein incorporates by reference the documents "EEOC Questions and Answers Regarding Possible 'Shutdown' Furlough" and The Office Personnel Management's Guidance and Information on Furlough forwarded to all employees on April 6, 2011.
4. Nothing in this agreement is intended to waive or limit any statutory rights of individual employees which may exist in the absence of this agreement. Nothing in this Memorandum of Understanding necessarily reflects the agreement of Council 216 to furloughs or other actions having a negative impact on employees, the performance of the Agency's mission, or the public interest.
5. A. Offices will provide sample language which will be distributed to all staff by e-mail. Offices will notify the public by posting or telephone message of the closure of the Agency. Information for the public will also be posted on EEOC's public website, consistent with the OPM Shutdown guidance.
B. The Agency will update the public website concerning the Agency's furlough status, consistent with the OMB Guidance.

6. A. No changes to conditions of employment will be implemented without first affording the Union the opportunity to negotiate over the change as necessary.

B. The Parties agree that this MOU does not have the effect of reopening or waiving any contractual provisions which may conflict with actions proposed by the Agency.

C. The parties agree to hold in abeyance the filing of and responding to grievances, including invoking arbitration, until such time as the parties return from furlough. Neither party will oppose the other party's request for an extension on matters pending before the Office of EEO, MSPB or FLRA. Both parties understand that the final decision rests with the offices of EEO, MSPB, and FLRA.

7. The Agency's code of ethics and guidance memo issued to all employees by the Office of Legal Counsel on April 7, 2011, governs all employee requests for outside employment during the term of the furlough. Employees should contact their District/Office Director, as appropriate, with any questions.

8. Performance-related Actions.

Upon return from furlough, employees and their supervisors shall meet, as appropriate, to adjust work assignments that were impacted by the furlough. Employees shall not be adversely impacted in their performance evaluations or otherwise based solely on the staff age of cases or assignments attributable to the length of time of the shutdown.

9. Call-in and Return to Work.

A. Employees who are in a furlough status will not be subject to orders or other work-related instructions. Additionally, furloughed employees shall not volunteer their services during the shutdown.

B. Employees are responsible for checking the news media during the furlough. Once it is announced that the government has been funded, employees are expected to return to work the next business day.

10. Furlough Adjustment Arrangements.

Employees may make adjustments to previously designated contributions under the Combined Federal Campaign. Should an employee indicate a change in such designations, the withholding will be adjusted as soon as possible by the Agency's payroll center, the National Business Center.

11. Shutdown Procedures & Furlough Notices.

A. Furlough notices must provide employees with all information to which they are entitled by law, in accordance with 5 CFR Part 752.

B. The Agency shall provide furlough notices to employees via e-mail and in rare instances, notice shall be provided at the appropriate address by certified mail. All bargaining unit employees who are required to report to the office on Monday, April 11 shall be paid for hours worked, consistent with the OPM Guidance and Information on Furlough.

C. Employees and managers should make every effort to implement shutdown procedures, such as changes to voicemail and email and surrender of blackberries, by c.o.b. Friday, April 8, 2011, consistent with the OMB guidance.

D. Employees unavoidably unable to report to work on Monday, April 11, 2011 to perform shutdown activities shall perform shutdown duties as soon as prudently possible.

E. Employees who are unable to report back to work after the shutdown shall follow the procedures for requesting emergency leave.

12. Impact on Alternative Work Schedules (AWS), Telecommuting, and Hours of Work

A. Telecommuting

In the event of a government shutdown, the Agency may remove employees from their regularly scheduled telecommuting days if it is requiring employees to report to the office on Monday April 11, 2011, for shutdown procedures. If the Government resumes operations during the pay-period, with the approval of the supervisor, employees may resume telecommuting on their regularly scheduled day(s).

B. AWS

If there is a shutdown, OPM guidelines shall apply to AWS, i.e., employees shall be removed from AWS until the first normal pay period after the government shutdown ends. Upon return from shutdown, employees shall remain on an eight hour work schedule until the beginning of the next pay period. Employees will identify the eight hour tour of duty (work hours) they will work. Management will make every effort to accommodate employee's requests for leave to address special needs, i.e., medical appointments.

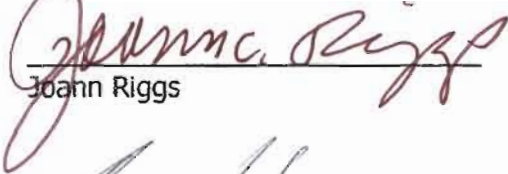
13. Copies of this agreement shall be distributed to all employees via e-mail no later than Monday, April 11, 2011.

14. **Term of this Agreement.**

This agreement will become effective on April 9, 2011 and end on May 8, 2011.

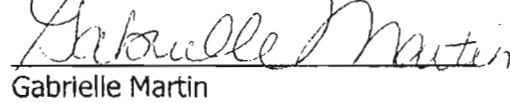
Dated this 8th day of April, 2011

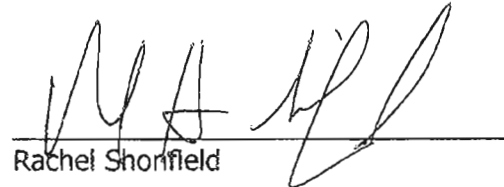
FOR THE EQUAL EMPLOYMENT
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