

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE WASHINGTON FIELD OFFICE (WFO), U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) AND AFGE LOCAL 3614, NATIONAL COUNCIL OF EEOC LOCALS 216 (UNION) COVERING HOURS OF WORK, FLEXIBLE WORK SCHEDULES AND COMPRESSED WORK SCHEDULES.

Pursuant to Article 29.00, Hours of Work, of the Collective Bargaining Agreement (CBA), this Agreement sets forth the implementation and operation of Flexible Work Schedules and Compressed Work Schedules (flexible and compressed schedules) in the WFO. All areas not specifically addressed here shall operate in accordance with the CBA, and applicable laws, rules and regulations. The Parties agree to the following:


1. This Agreement shall cover all bargaining unit employees in the WFO. All references in this Agreement to “employees” means bargaining unit employees.
2. The following flexible and compressed schedules shall be available to employees in the WFO: Flexitour, Gliding, 4/10 and 5/4/9.
3. Employees entering on duty and current employees are eligible to participate in the schedules identified in section 2 above.
4. The flexible band for the office shall be 6:00 a.m. to 6:00 p.m. All employees are expected to be at work between 9:30 a.m. and 2:30 p.m., and on Wednesdays, which has been designated as a Core day.
5. Employees who select the Gliding Schedule may arrive daily at any time between 6:00 a.m. and 9:30 a.m., and leave between 2:30 p.m. and 6:00 p.m.
6. All employees shall be able to select the tour of their choice consistent with coverage of the Agency’s essential functions, especially the Intake function. Employees who desire to participate in the flexible and/or compressed schedules shall submit their first, second and third choices of a proposed schedule to Management for review.
7. When there is a conflict in schedules selected by employees, the affected employees will be requested to adjust their schedules voluntarily. If voluntary adjustment proves unsuccessful, Management shall resolve the conflict according to the employees’ grade. If grades are the same, EEOC seniority prevails; if EEOC seniority is the same, then years of federal service prevail.
8. Management reserves the right to exclude employees or terminate a Flexible Work Schedule or Compressed Work Schedule in accordance with section 29.10 of the CBA.

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9. All employees, excluding those opting for the Gliding schedule, shall be allowed a 30-minute band on either side of the agreed upon arrival and departure time, providing that the employee works the full number of required hours after arrival, does not exceed the bounds of the flexible band as defined in section 4 and covers the Agency's essential functions.
10. Normally, lunch periods will conclude no later than 2:00 p.m., unless Management approval is obtained. Employees may add one or both of their 15 minute rest periods to their 30-minute lunch period. However, it will not be taken during the first hour of the work day or deducted from the last hour of the work day.
11. Any employee desiring a schedule change from his or her initial schedule shall be allowed to do so by submitting a new Request for Work Schedule to their supervisor. Schedule changes must commence at the beginning of a pay period. Changes in work schedules shall be considered by Management in accordance with sections 6 and 7 above. Requests for schedule changes will normally be acted upon within 10 working days.
12. With prior approval of their immediate supervisor and consistent with office needs, an employee may change his or her work schedule and/or tour of duty on a temporary basis (including on a given work day) to accommodate personal needs. Prior approval means at least one work day notice to the employee's supervisor before the change is to take place.
13. Occasionally, work demands, training and meetings may occur which might require management to adjust schedules on a temporary basis. When the need to adjust schedules temporarily arises, management will attempt to give employees as much notice as possible and take into consideration the Wednesday core day and the personal impact on employees.
14. The provisions of this Agreement shall remain in full force and effect unchanged, except in instances where the Parties mutually agree to amend, supplement or rescind provisions, or in instances where regulation, law or provisions of this Agreement necessitate or authorize modification.
15. This Agreement shall remain in effect for the life of the CBA, including any extensions thereof.
16. The Parties agree, upon request of either Party, to meet and confer on changes or revisions to this Local Agreement.
17. Employees shall be provided a copy of this Agreement within 5 working days following Article 4 approval and a copy shall be placed on the Union bulletin board.

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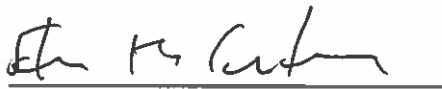
FOR THE AGENCY
WASHINGTON FIELD OFFICE


Mindy E. Weinstein
Acting Director

November 10, 2015
Date



Alan W. Anderson
Deputy Director

NOVEMBER 10, 2015
Date



Steven Schuster
Office of Human Resources

November 12, 2015
Date

FOR THE UNION
LOCAL 3614


Regina Andrew
Local 3614 President

October 29, 2015
Date


Louis Francavilla
WFO Union Steward

October 29, 2015
Date