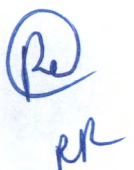


## SUPPLEMENTAL AGREEMENT RE: HOURS OF WORK

This Local Agreement between the Philadelphia District Office (excluding, the Cleveland Field Office which has a separate Hours of Work MOU), Equal Employment Opportunity Commission (hereinafter "PDO" or "Management") and Local 3614, AFGE, National Council of EEOC Locals #216 (hereinafter "Union") covers the implementation of Flexible Work Schedule and Compressed Work Schedule Programs for bargaining unit employees in the Baltimore, Philadelphia, and Pittsburgh offices.

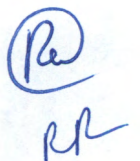
Pursuant to Article 29, Hours of Work, of the Collective Bargaining Agreement (hereinafter "CBA"), this Agreement sets forth the implementation and operation of Flexible Work Schedules and Compressed Work Schedules ("flexible and compressed schedules") in the PDO. All areas not specifically addressed here shall operate in accordance with the CBA, applicable laws, rules and regulations. The Parties agree to the following:

1. This Agreement shall cover all bargaining unit employees in the PDO, excluding the Cleveland Field Office. All references in this Agreement to "employees" means bargaining unit employees.
2. The PDO adopts the flexible and compressed schedules of Flexitour, Gliding Schedule, 5/4/9, and 4/10.
3. Participation in the flexible and/or compressed work schedule programs is voluntary for all bargaining unit employees.
4. If Management believes that an employee is abusing the flexible and/or compressed schedule, Management will advise the employee in writing of its concern. The employee and/or the Union will be afforded five (5) work days to resolve the issue before any adverse action is taken. The Union shall be timely notified of the problem and shall have the right to state its position. Termination of a flexible or compressed work schedule program on an office-wide basis, or for specific employees on an individual basis, will be conducted in accordance with Article 29.10 of the CBA.
5. No later than the next business day following Article 4 approval of both the Telecommuting MOU and this Hours of Work MOU, the PDO Director will issue an e-mail to all employees in the Baltimore, Philadelphia, and Pittsburgh offices requesting changes, if any, to their work schedules. Such request can be made by e-mail or by submission of the form, entitled, "Work Schedule Request Form" appended to this Hour of Work MOU as Attachment "A." Employees have up to ten (10) work days in which to submit their written schedule change requests to their immediate supervisors.
6. In implementing this program, the immediate supervisor will review the requested work schedule(s) and consider employee, unit and agency needs in determining if the proposed



schedule is appropriate. Based upon this review, the supervisor will approve or disapprove the requested schedule and notify the employee of the decision within 10 work days of receipt of the request. If the supervisor disapproves the preferred schedule or alternatives, the supervisor will provide the employee a written explanation of the specific reasons for rejecting the request.

7. When there are conflicts in schedules selected by employees, particularly the proposed schedules for employees within the same unit, management will suggest that the employees voluntarily resolve the conflict(s). If the employees cannot resolve the conflicts, the conflict shall be resolved by using the following priority order:
  - a. The highest grade will prevail;
  - b. The employee with the highest overall Commission service shall have the selection;
  - c. If the above does not resolve the conflict, the employee's overall government service shall be the deciding factor, except that overall government service will not apply to schedule selection conflicts of any transferees into or across work units which occur after the initial schedule assignments are made under this MOU. In such transfers, office seniority shall govern scheduling conflict resolution;
  - d. If the matter is still in conflict, final selection shall be made by the last four digits of the Social Security number with the lowest number prevailing.
8. The flexible band shall be 6:00 a.m. to 6:00 p.m. It is understood by the parties that this flexible band does not obligate the Agency to pay a night differential. All employees must be scheduled to work during the core hours of 9:30 a.m. and 2:30 p.m. All employees must be scheduled to work on Wednesdays, which is designated as the core day in the CBA. Employees and management will work together to insure that there is coverage during the hours of intake.
9. All employees shall be allowed a thirty (30) minute band on either side of the agreed upon arrival and departure times providing that the employee works the full number of required hours after arrival.
10. Any employee desiring a schedule change from his or her initial schedule shall be allowed to do so as set forth in paragraph 5, above. Thereafter, every employee will be given the opportunity to change his/her schedule on a quarterly basis or upon consultation and approval of the supervisor.
11. With prior approval of the supervisor, an employee on any flexible or compressed schedule may change his/her arrival/departure for a given work day.



12. Only employees working under a Flexible Work Schedule who work beyond their eight (8) hour work day may earn credit hours with supervisory approval. An employee may not earn more than twenty-four (24) credit hours in a pay period or accrue or carryover more than twenty-four (24) credit hours. Earned credit hours must be used by the employee with the approval of the supervisor. Earned credit hours must be used before compensatory time or annual leave. Credit hours are limited to twenty-four (24) hours per pay period, any hours authorized to be worked in excess of the twenty-four (24) hours shall be treated as overtime. Employees on a Compressed Work Schedule may not earn credit hours.
13. Employees must take a lunch period, which may be half an hour, three-quarters of an hour or a full hour. Lunch periods may be extended with supervisory approval. In any event, each employee must work the requisite number of hours in his/her scheduled workday (work requirement hours), and complete his/her tour of duty between the hours of 6:00 a.m. and 6:00 p.m. Lunch may not be used to shorten an employee's workday.
14. As provided in Article 31 of the CBA, Section 31.01, Employees shall be granted a rest period not to exceed 15 minutes during each four hours of duty. Rest periods may not be taken at the beginning of the tour of duty or at the end of the tour of duty.
15. The provisions of this Agreement shall remain in full force and effect and unchanged, except in instances where the Parties mutually agree to amend, supplement, or rescind provisions. Any changes to this agreement shall be made pursuant to the provisions of Article 7 of the CBA.
16. This agreement shall become effective upon execution by the parties and review by EEOC and the National Council of EEOC Locals No. 216 in accordance with Article 4, Section 4.02 (b), of the CBA.
17. Any dispute arising from the application or interpretation of this Agreement shall be resolved through the negotiated grievance procedure or other appropriate third party procedure consistent with the CBA and applicable laws and regulations.
18. Management will distribute copies of this Agreement to all employees and post it on all employee bulletin boards within the PDO after the signing of this Agreement. In addition, copies are to be given to each newly hired or transferred employee within their first week of work in the PDO.

For the PDO:



Rosemarie Rhodes  
Director, Baltimore Field Office

Date signed: 12-8-2015

For the Union:



Regina Andrew  
President, AFGE Local 3614

Date signed: 12/08/2015

# Attachment "A"

## Work Schedule Request Form

**Name:** \_\_\_\_\_

**Effective Date** (must be at the beginning of a pay period): \_\_\_\_\_

**Type of Work Schedule:** (circle one)

**Flexitour** (flexible schedule)                      **5/4/9** (compressed schedule)

**Gliding** (flexible schedule)                      **4/10** (compressed schedule)

**If selecting a compressed schedule, please complete the following:**

**If 5/4/9:**(circle one for scheduled day off (SDO) and one for 8 hour day)

Note: SDO's cannot be taken on Wednesdays

**SDO** = 1<sup>st</sup> Mon, 1<sup>st</sup> Tue, 1<sup>st</sup> Thu, 1<sup>st</sup> Fri, 2<sup>nd</sup> Mon, 2<sup>nd</sup> Tue, 2<sup>nd</sup> Thu, 2<sup>nd</sup> Fri

**8 hr day** = 1<sup>st</sup> Mon, 1<sup>st</sup> Tue, 1<sup>st</sup> Thu, 1<sup>st</sup> Fri, 2<sup>nd</sup> Mon, 2<sup>nd</sup> Tue, 2<sup>nd</sup> Thu, 2<sup>nd</sup> Fri

**If on 4/10:** (circle two) Note: SDO's cannot be taken on Wednesdays

**SDO** = 1<sup>st</sup> Mon, 1<sup>st</sup> Tue, 1<sup>st</sup> Thu, 1<sup>st</sup> Fri, 2<sup>nd</sup> Mon, 2<sup>nd</sup> Tue, 2<sup>nd</sup> Thu, 2<sup>nd</sup> Fri

**Tour of Duty:** \_\_\_\_\_

**Preferred Lunch Time:** \_\_\_\_\_ to \_\_\_\_\_

**Have you received authorization from your supervisor to telecommute?**

Yes      No

**If yes, please circle days telecommuting:**

1<sup>st</sup> Mon, 1<sup>st</sup> Tue, 1<sup>st</sup> Thu, 1<sup>st</sup> Fri, 2<sup>nd</sup> Mon, 2<sup>nd</sup> Tue, 2<sup>nd</sup> Thu, 2<sup>nd</sup> Fri

**If yes, please list the telephone number where you can be reached while telecommuting:** \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature (approval): \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE COMPLETE ALL ITEMS ON THIS FORM AND  
RETURN TO THE DIRECTOR'S SECRETARY**

**Thank you.**