

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE WASHINGTON FIELD OFFICE OF THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) AND AFGE LOCAL 3614 COVERING THE TELEWORK PROGRAM

THE PARTIES AGREE THAT THE TELEWORK PROGRAM FOR THE WASHINGTON FIELD OFFICE (WFO) SHALL BE ESTABLISHED IN ACCORDANCE WITH ARTICLE 33 OF THE COLLECTIVE BARGAINING AGREEMENT, INCORPORATED HEREIN AND ATTACHED HERETO.

In as much as the parties agree they must take into account the specific needs of the Washington Field Office (WFO) with regard to customer service and office coverage and the employees' desire to participate in the program, the parties agree to the following:

1. Participants will not be allowed to work away from the office during their scheduled intake, mail and/or receptionist rotations.
2. The parties agree that the following positions are eligible for inclusion in the WFO Telework Program.

Administrative Judges

Trial Attorneys

ADR Mediators

Enforcement Investigators

Paralegals

Investigative Support Assistants

3. The parties agree that under appropriate circumstances, eligible employees in positions that are excluded from the program may be granted permission to telework on special projects. The parties agree that in the future other bargaining unit positions may be eligible for inclusion in the telework program and that the parties will negotiate in good faith whether those positions should be eligible for the telework program.
4. (a) Employees participating in telework may use their removable office computer to accomplish the duties of the position. If available, loaner computer equipment may be provided for use at the employee's home.

(b) Virtual Private Network (VPN) User Access will be provided. In order to access the EEOC's VPN, employees must read and agree to abide by the Telework VPN User Access Policy located on INSITE. Employees must request VPN access through Service Now.
5. The EEOC will not pay to install non-EEOC computers, computer software, and computer hardware or telephone equipment at a participant's telework site. The participant will be responsible for servicing and maintaining his/her own equipment in proper operating condition.
6. Pursuant to Article 33.08 of the Collective Bargaining Agreement (CBA), the parties recognize that the Telework Program and the Compressed Work Schedule are two measures

designed to help make the EEOC a model workplace. The parties further acknowledge that the practical effects of these two programs must be factored into their implementation. The parties therefore agree that an employee may be absent from their official duty station for up to five (5) days per pay period through the combined operation of these two programs. However, on a case-by-case basis, a supervisor may approve additional work-at-home days to cover special projects or work assignments. No schedule will be approved that is inconsistent with provisions of an applicable negotiated agreement or the hours of operation of an organization. A fixed and preset schedule of official work hours must be established by the supervisor prior to the employee working off site during work hours.

7. Pursuant to Article 33.09(d) of the CBA, an employee participating in the Telework Program, with the supervisor, will identify the specific assignments to be performed while working at home. The employee's supervisor must agree that the work is available and is of sufficient quantity to fill the employee's tour of duty prior to approving the employee's request to work at home. The employee's identification of work and the supervisor's approval may be on a daily basis, but in no event may extend beyond a single pay period.

PARAGRAPH 8 REMOVED.



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9. Employees may be removed from the telecommuting program if:

- (a) The employee fails to perform the work he/she identified would be performed while working at home as set forth in section 33.09(e) of the CBA.
- (b) The employee's performance declines below the proficient level.
- (c) Performance standards are not being met or conduct is unacceptable.
- (d) Reassignment causes a change of work.
- (e) Employees do not conform to the terms of their Employee/Supervisor Work Agreement.
- (f) The employee fails to take or return calls from the office within a reasonable period of time.
- (g) The supervisor becomes aware that the employee is combining work-at home with child care, elder care or other non-work related matters; or

(h) The employee has failed to be accessible and available for recall to their regular duty station in the event of an emergency, or the need to address an urgent work related issue.

An employee will be provided in writing the reasons why s/he is being removed from telework. Employees removed from the telecommuting program will be given two weeks' notice, unless immediate removal is warranted. If any employee is removed from the telecommuting program due to performance, conduct or leave restriction, the employee must reapply to be a participant in the program.

10. The parties agree to use the Telework Program forms attached hereto as the following: (1) Employee/Supervisor Work Agreement (Exhibit "A"); (2) Request for Work Schedules (Exhibit "B").

11. Regarding Worker's Compensation:

(a) Telework employees are covered by the Federal Tort Claims Act and the Federal Employees Compensation Act (FECA) and qualify for continuation of pay or workers compensation for on-the-job injury or occupation illness. The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, whether the event occurred at a conventional work site or at home during duty.

(b) Employees, in all situations, bear responsibility for informing the immediate supervisor of any injury at the earliest time possible. They must also provide details to the Department of Labor when filing a claim.

(c) The federal worker's compensation rules and regulations control limits to recovery by an employee injured while on duty.

(d). Employees who sustain a work-related injury or illness while teleworking may use the Department of Labor's electronic, web-based reporting system, ECOMP (www.ecomp.dol.gov) to report the incident to their supervisor. Employees injured while teleworking may also file a claim for benefits under the Federal Employees' Compensation Act (FECA) through ECOMP. Employees may file a claim for FECA benefits using either form CA-1 (for traumatic injury) or form CA-2 (for occupational disease). After an official FECA case number has been received, injured employees may also file form CA-7 (Claim for Compensation) all of which is explained on the ECOMP website.

12. Any proposed changes to this agreement will not become effective until bargaining between the parties has taken place.

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

14. A copy of the MOU shall be provided to each bargaining unit employee within five (5) days of the effective date of this agreement.

15. This MOU shall be subject to the terms and enforceability of the Master Agreement, but shall not be effective until reviewed for conformity, the law and regulations by the Agency Head or authorized designee and the President of the National Council of EEOC Locals No. 216, or authorized designee. The review and, if necessary, any modifications, shall be completed within 30 calendar days of submission to the appropriate parties.

Louis Francavilla
For Regina M. Andrew
Local 3614 President

Louis Francavilla
Louis Francavilla
Union Steward

Mindy E. Weinstein
Mindy E. Weinstein
Acting Director, WFO

Alan W. Anderson
Alan W. Anderson
Deputy Director, WFO

Gabrielle Martin
3/2/16

John P. ..., OCHCO
12 FEB. 2016.

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.

THE EMPLOYER

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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Hours of Work MOU
Washington Field Office and Local 3614

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.

Hours of Work MOU
Washington Field Office and Local 3614

FOR THE AGENCY
WASHINGTON FIELD OFFICE

Mindy E. Weinstein
Mindy E. Weinstein
Acting Director

November 10, 2015
Date

Alan W. Anderson
Alan W. Anderson
Deputy Director

NOVEMBER 10, 2015
Date

Steven Schuster
Steven Schuster
Office of Human Resources

November 12, 2015
Date

FOR THE UNION
LOCAL 3614

Regina Andrew
Regina Andrew
Local 3614 President

October 29, 2015
Date

Louis Francavilla
Louis Francavilla
WFO Union Steward

October 29, 2015
Date

Gabrielle Martin
3/2/16