

SUPPLEMENTAL AGREEMENT RE: HOURS OF WORK

Local Agreement between the **Baltimore District Office** (including Norfolk and Richmond Area Offices), Equal Employment Opportunity Commission (hereinafter "BDO" or "Management") and Local 3614, AFGE, National Council of EEOC Locals #216 (hereinafter "Union") covering the implementation of Flexible Work Schedule and Compressed Work Schedule Programs for bargaining unit employees in the Baltimore District Office.

Pursuant to Article 30, HOURS OF WORK, of the Collective Bargaining Agreement (CBA or Master Agreement), this Agreement sets forth the implementation and operation of Flexible Work Schedules and Compressed Work Schedules ("flexible and compressed schedules") in the BDO. All areas not specifically addressed here shall operate in accordance with the Collective Bargaining Agreement (CBA), including but not limited to Section 30.06, applicable laws, rules and regulations. The Parties agree to the following:

1. This Agreement shall cover all bargaining unit employees in the BDO. All references in this Agreement to "employees" means bargaining unit employees.
2. The BDO 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. A new employee who is serving a probationary period normally must be employed in his/her position (job title) for a period of 90 days before he/she will be eligible to participate in the flexible and/or compressed work schedule programs, unless the supervisor determines that the employee may participate earlier. Current employees are automatically eligible to participate in these schedules. The flexible and compressed schedules shall be available to all employees performing at the "proficient" level or better.
4. Management reserves the right to exclude specific employees from the flexible and/or compressed schedules on the basis of documented attendance and/or misconduct problems related to time and attendance or poor performance or changing workload requirements where continued inclusion will have an adverse effect on the program or workload. Employees who abuse the flexible and/or compressed schedule program shall be subject to a written warning which may subsequently lead to exclusion or termination of participation in the program.
5. Management may exclude or terminate a flexible work schedule or compressed work schedule program at any facility, or portion thereof, in accordance with 5 U.S.C. §6122(b), where the program causes a reduction in productivity, a diminished level of service furnished to the public or component of the employer

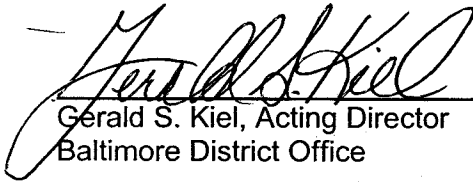
or an increase in the cost of the employer's operations, other than those incidental to the start-up of the program. Consistent with Article 6, Section 6.11, of the Master Agreement, the Employer agrees to provide a copy of each and every document utilized to support its recommendation and approval of the exclusion or termination of a particular and approval of the exclusion or termination of a particular flexible and/or compressed work schedule. Should the agency head decide to terminate or exclude, the union will receive 15 days advanced notice and will be afforded the opportunity to negotiate the impact of this decision.

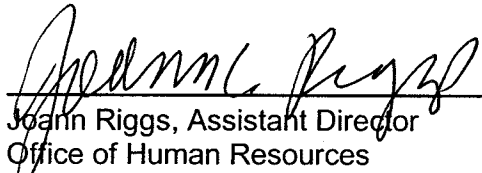
6. Employees who desire to participate in the flexible and/or compressed schedules shall submit, in writing, to his or her immediate supervisor for review a preferred work schedule and second and third choices of work schedules. Every effort will be made to accommodate the first and subsequent preferences of an employee subject to the agency's necessary business functions.
7. When the flexible and/or compressed schedules requested by employees are not consistent with the agency's necessary business functions, the members of that unit will be requested to voluntarily adjust their schedules. Should voluntary adjustments be unsuccessful, and involuntary adjustments are required, the following guidelines shall be applied in determining which employees shall have their preferences honored in the following order:
 - a. Employee grade level;
 - b. Commission seniority; and
 - c. Federal service seniority;
8. The flexible band shall be 7:30 a.m. to 7:00 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 10:00 a.m. and 3:30 p.m. All employees must be scheduled to work on Wednesdays, which is designated as the BDO core day. Employees and management will work together to insure that there is coverage during the hours of intake .
9. All employees shall be allowed a 15 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 initial schedule shall be allowed to do so after 10 work days of the effective date of this Agreement. 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.

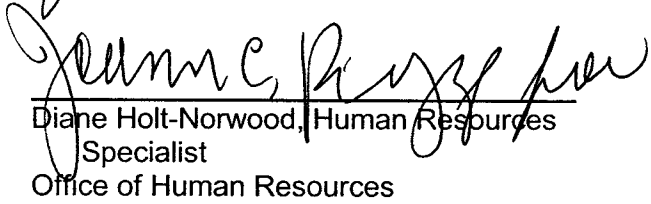
11. With prior approval of the supervisor, an employee on any flexible or compressed schedule may change his/her arrival/departure for a given work day.
12. Employees on travel status may adjust scheduled hours of work in consultation with their supervisor to meet the needs of the office.
13. Only employees 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 for (8) credit hours in a pay period or accrue or carryover more than eight (8) 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 eight (8) hours per pay period, any hours authorized to be worked in excess of the eight (8) hours shall be treated as overtime. Employees on a Compressed Work Schedule may not earn credit hours.
14. A sign-in/sign-out sheet shall be the only monitoring time device used by the Baltimore District Office and respective area offices. The sheets will be maintained by the Unit Supervisor. All employees shall sign in and out upon arrival and departure. Lunch periods, if taken, will conclude no later than 2:00 p.m. unless supervisory approval has been obtained. The 15 minute rest periods will be in accordance with CBA Article 32, Section 32.01.
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, or in the instances where regulation, law or provisions of this Agreement necessitate or authorize modification. Any changes to this agreement shall be made pursuant to the provisions of Article 8 of the Collective Bargaining Agreement.
16. This agreement shall become effective upon execution of the parties and review by EEOC and the National Council of EEOC Locals No. 216 in accordance with Article 4, Section 4.02, of the Collective Bargaining Agreement.
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 bulletin boards within the Baltimore District Office. In addition, copies are to be given to each employee hired after the signing of this Agreement.

Signed this 30th day of September, 2003. This Agreement becomes effective as of the date of signing.

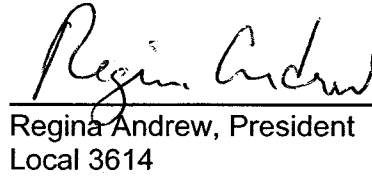
**FOR THE AGENCY
BALTIMORE DISTRICT OFFICE**

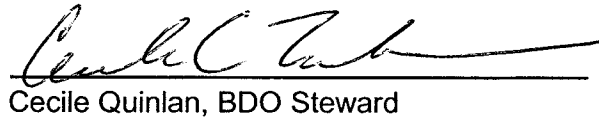

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LOCAL 3614**


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