



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office

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January 5, 2001

MEMORANDUM

TO: All Staff
Philadelphia District Office

FROM: Marie M. Tomasso *M. Tomasso*
District Director

SUBJECT: Time and Attendance

This is a reminder that each of you have selected a work schedule that is reflected on your sign-in sheet. All employees, upon arrival, should sign in at their beginning designated time. You must also take a lunch period and sign in and out, and sign out at the end of the day.

When the supervisor initials the daily sign-in sheet they are certifying that each individual under their supervision has worked the full tour of duty; i.e., total number of required hours after arrival.

It is the responsibility of each employee to fully complete the sign-in sheet each day, noting any leave taken, total number of hours used and the type of leave taken. It is the responsibility of each supervisor to enforce the District Office policies regarding sign-in procedures and leave usage.

Attached for your review is a copy of the Supplemental Agreement between the Philadelphia District Office and Local 3614, AFGE, National Council of EEOC Locals #216. Also, attached is a memo from me on Leave policies and procedures for requesting and obtaining approval of Annual Leave, LWOP and Advanced Leave.

SUPPLEMENTAL AGREEMENT

Local Agreement between the Philadelphia District Office (including the Pittsburgh Area Office), Equal Employment Opportunity Commission (hereinafter, "PADO/PIAO" or "Management") and Local 3614, AFGE, National Council of EEOC Locals #216 (hereinafter "Union") covering the implementation of Flexible Work Schedules and Compressed Work Schedules of bargaining unit employees in the PADO/PIAO.

Pursuant to Article 32.00 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 PADO/PIAO. All areas not specifically addressed here shall operate in accordance with the Collective Bargaining Agreement (CBA) and applicable laws, rules and regulations. The Parties agree to the following:

1. This Agreement shall cover all bargaining unit employees in the PADO/PIAO. All references in this Agreement to "employees" means bargaining unit employees.
2. The flexible and compressed schedules available in the PADO/PIAO include Flexitour, Gliding Schedule, and 5/4/9.
3. The compressed schedule of 4/10 is available for a six(6) month trial period beginning with the effective date of this Agreement. During the trial period, Management will regularly apprise the Union of any operational problems caused by the employees' 4/10 schedules. At the expiration of the six-month period, Management will decide, based on legitimate business reasons, whether to extend the trial period, negotiate implementation of the 4/10 schedule on a non-trial basis, or cancel the availability of the 4/10 schedule.
4. Management may exclude or terminate a flexible work schedule or a 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 operation. The Employer shall submit its recommendation to exclude or terminate the particular flexible or compressed work schedule to the agency head. If the recommendation to exclude or terminate is approved by the agency head, the Union shall be afforded an opportunity to negotiate the impact. Management 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 flexible and/or compressed work schedule.


5. Employees entering on duty and current employees are eligible to participate in these schedules.
6. The flexible band for the PADO/PIAO shall be 7:00 a.m. to 7:00 p.m. All employees are expected to be at work during the core hours of 10:00 a.m. to 3:30 p.m. Employees who select a compressed work schedule may not select Wednesday as their day off.
7. 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 times providing that the employee works the full number of required hours after arrival.
8. Employees who select the Gliding Schedule may arrive daily at any time between 7:00 a.m. and 10:00 a.m., and leave between 3:30 p.m. and 6:30 p.m., as appropriate.
9. Investigators in enforcement will be required to work a five day work week during their intake rotation and may select from a tour utilizing one of the two flexible schedules available (Flexitour or Gliding), in accordance with paragraphs 11 and 12 of this Agreement. The compressed work schedule will not be utilized during the intake rotation.
10. Legal Unit employees will be required to select a flexible work schedule when they are on litigation travel. The compressed work schedule will not be utilized by a legal unit employee on litigation travel.
11. Employees who desire to participate in the flexible and/or compressed schedules shall submit their first, second, and third choices of a proposed work schedule to their immediate supervisor for review.
12. When the flexible and/or compressed schedules selected by the employees are not consistent with the coverage of the Agency's essential 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 the order set forth below in determining which employees shall have their preferences honored first:
 - a. The highest grade level 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.

- 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.
13. 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.
14. All employees shall sign in and out upon arrival and departure, and sign in and out for lunch in a location designated by the supervisor. The 15 minute rest periods will be in accordance with the CBA, Article 34, Section 34.01.
15. Any employee desiring a schedule change from his initial schedule shall be allowed to do so after 60 calendar 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.
16. Management reserves the right to exclude employees from the flexible or compressed schedules in accordance with Article 32, Section 32.10(b) of the Collective Bargaining Agreement.
17. Employees who abuse the flexible and/or compressed schedule program shall be subject to a warning which may subsequently lead to exclusion or termination of participation in the program. Employees excluded for abuse of the program will receive advance written notice of 10 work days prior to the effective date of the action. The notice shall contain the specific reasons for the action along with the documentation to support the action.
18. 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.
19. This Agreement shall remain in effect for three(3) years from the effective date of the MASTER AGREEMENT. It shall be automatically extended for one(1) year unless terminated by either Party giving the other a written notice of its intention to terminate this Agreement in whole or in part no less than 60 days nor more than 90 days prior to the expiration of the MASTER AGREEMENT.
20. The Parties agree, upon request by either Party, to meet and confer on changes or revisions to this Local Agreement.
21. In accordance with Article 4, Section 4.01 of the Collective Bargaining Agreement, this agreement shall become effective the pay period beginning November 3, 1991.


22. 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.
23. Management will distribute copies of this Agreement to all employees and post it on all bulletin boards within the PADO/PIAO Office. In addition, copies are to be given to each employee hired after the signing of this Agreement.

**FOR THE AGENCY
PHILADELPHIA DISTRICT OFFICE**

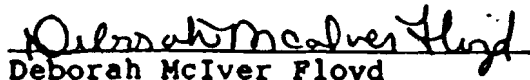
**FOR THE UNION
LOCAL 3614**




Johnny J. Butler
District Director



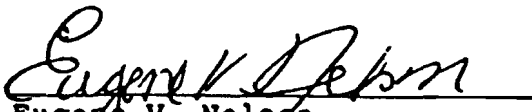
Brenda Hester
President



Deborah McIver Floyd
Regional Attorney



Marjorie A. Jackson
Vice President, PIAO



Eugene V. Nelson
Area Director, PIAO

10/7/91
Date

10/3/91
Date

SUPPLEMENTAL AGREEMENT

AMENDMENT

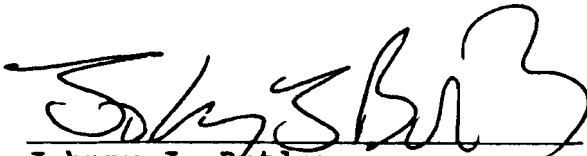
Amendment to the Local Agreement between the Philadelphia District Office (including the Pittsburgh Area Office), Equal Employment Opportunity Commission (hereinafter, "PADO/PIAO" or "Management") and Local 3614, AFGE, National Council of EEOC Locals #216 (hereinafter "Union") covering the implementation of Flexible Work Schedules and Compressed Work Schedules of bargaining unit employees in the PADO/PIAO.

Paragraph #17 of the Supplemental Agreement (signed by the parties' representatives on October 7, 1991) is amended to delete this paragraph in its entirety.

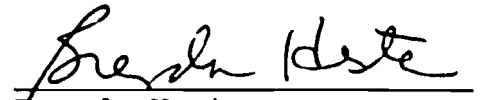
This Amendment will be attached to the original agreement.

**FOR THE AGENCY
PHILADELPHIA DISTRICT OFFICE**

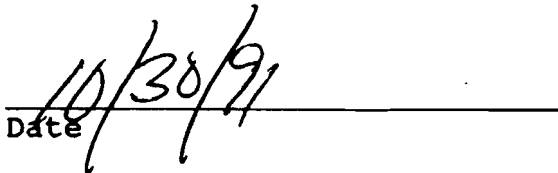
**FOR THE UNION
LOCAL 3614**



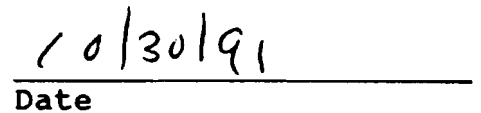
Johnny J. Butler
District Director



Brenda Hester
President



Date



Date