

MEMORANDUM OF UNDERSTANDING BETWEEN THE US EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION AND THE NATIONAL COUNCIL OF EEOC LOCALS #216, AFGE (AFL-CIO)
COVERING FY '87 REORGANIZATION OF THE OFFICE OF PROGRAM OPERATIONS

Inasmuch as the Agency has decided to reorganize the Headquarters and Field structure and functions of the Office of Program Operations, the Parties hereby agree that the following provisions shall apply to the implementation and adverse affects of the reorganization:

1. A. The EMPLOYER agrees to take the steps necessary to ensure the availability of an adequate number of vacant positions for use in the Upward Mobility Program pursuant to the CBA.
- B. The Agency's decision to fill all currently allocated field vacancies will not adversely affect the allocation of positions for the Upward Mobility Program for field and headquarters bargaining unit employees in accordance with Article 18.00 of the CBA.

2. Charge Receipt Duties

- A. Field charge receipt functions of the district and area offices with three or more enforcement units shall be accomplished by the rotation of State and Local Coordinators, enforcement units and systemic units on a one to two week basis.
- B. Systemic employees and State and Local Coordinators may be combined with each other or attached to another unit for the purpose of charge receipt rotation.
- C. Offices with less than three enforcement units may establish a less than one week, but not more than two week, rotational schedule. Any such schedules shall be fair and equitable.
- D. If it becomes necessary to back up the unit on rotation due to heavy charge receipt workload, normally the supervisor of the unit which will cover the next rotation period shall assign the back up functions to his/her employees in a fair and equitable manner. Federal Affirmative Action unit employees shall serve as secondary back up for charge receipt functions.
- E. Rotation schedules shall be developed and distributed within sufficient time to allow employees to plan their case processing activities and leave schedules.

F. Actual time spent performing charge receipt responsibilities shall not be counted against an employee's average case processing time. Such time shall be annotated by the employee on the attached form and turned in to the supervisor at the end of the day. A copy may be retained by the employee.

G. In those instances where the Flexitime schedules of the employees in a unit will not allow full coverage of the charge receipt functions during rotation, employees in that unit may first volunteer to change their schedules during rotation. If there is still not complete coverage during office hours, the supervisor shall require such a change to accommodate the functions. Such changes shall be made on a fair and equitable basis within the unit. Involuntary adjustments to Flexitime work schedules during the period of rotation will be made only when necessary and on a rotating basis.

3. TRAINING

All employees taking new positions and who are performing new functions as a result of the field reorganization, and who have not performed those functions in the past year shall receive necessary training. Employees shall not be adversely affected for failure to satisfactorily perform work for which they have not received training. The Parties understand that the investigative skills training conference tentatively scheduled for June 1987 is not related to the field reorganization. This provision shall apply to the field reorganization and the Determinations Review Program.

4. WORK SCHEDULES

Employees shall not be required to change their existing Flexitime work schedules as a result of reorganizational changes other than for the criteria set forth under 2G. above.

5. PROMOTION

A. Within 60 days of the effective date of the reorganization, the District Director shall consider for promotion all former Intake EOS' who meet the following criteria:

1. the employee previously had held an EOS position at Grade 11;
 2. the employee was demoted as a result of the 1984 reorganization;
 3. the employee has not received any performance based adverse actions in the past 12 months;
 4. the employee's last performance appraisal was satisfactory or better;
 5. there is sufficient Grade 11 work to be performed by the employee; and
 6. the District Director has considered the employee's eligibility and finds no reason why the employee should not be promoted.
- B. If the District Director determines that the employee should not be promoted at this time, the employee may request the reasons in writing. The District Director shall respond within 15 days of the employee's request with a copy of the response to the appropriate Field Management Program Director.
- C. Within 90 days of the effective date of the reorganization, the District Director shall consider for promotion all former Intake employees below Grade 9 level who are not included in Section 5A above, and who meet the following criteria:
1. the employee has met the time in grade requirements at his/her current grade level;
 2. the employee has performed satisfactorily at the current grade level and demonstrated the ability to perform the Intake functions satisfactorily at the next higher level;
 3. the employee's eligibility date has passed or will arrive within 90 days of his/her reassignment to an investigator type position;
 4. there is sufficient work at the next higher grade level for the employee to perform; and
 5. the District Director has considered the employee's eligibility and finds no reason that the employee should not be promoted.
- D. If the District Director determines that the employee should not be promoted at this time, the employee may request the reasons in writing. The District Director shall respond within 15 days of the employee's request with a copy of the response to the appropriate Field Management Program Director.

6. CASELOAD

Management will take appropriate steps to ensure that upon implementation of the reorganization enforcement unit employees' caseloads have been fairly and equitably balanced.


7. This Agreement implements the OPO reorganization except the Determinations Review Program and shall remain in effect until such time as all the provisions have been complied with.
8. For the purposes of the instant reorganization, bargaining concerning the establishment of the Determinations Review Program shall be conducted on the Council's behalf by Local 2667. However, any information with respect to the establishment of the Determinations Review Program shall be copied to the Council President.

9. Local Level Bargaining


Any Local Union may request negotiations at the Local level within 45 days after implementation concerning the impact and implementation of changes in conditions of employment resulting from the implementation of the reorganization which are not covered in this Agreement. Any resulting Local Agreements shall be subject to Article 4.00 of the CBA.

10. The provisions of this Agreement shall not be altered or amended without mutual consent of the Parties.
11. Any disputes arising from the application or interpretation of this Agreement shall be resolved through the Negotiated Grievance Procedure or any appropriate third party procedure.

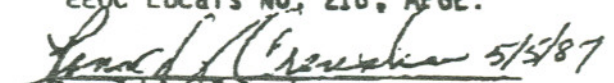
For the U.S. Equal Employment
Opportunity Commission:

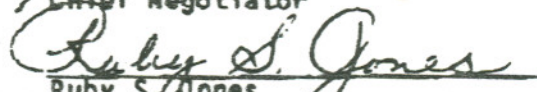

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