

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
AND THE NATIONAL COUNCIL OF EEOC LOCALS # 216 COVERING
THE RELOCATION OF THE WASHINGTON FIELD OFFICE
AND AFFECTED HEADQUARTERS OFFICES TO AND WITHIN
THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S HEADQUARTERS
BUILDING**

THE PARTIES AGREE TO THE FOLLOWING:

1. Prior to the relocation of affected bargaining unit employees, Management will brief the affected employees to inform them, among other things, of the date(s) for moving and of the employees' responsibilities during the move process.
2. Affected bargaining unit employees shall not be required to, nor requested to, lift or move any items except personal belongings. In that regard, Management will provide laborers to move boxes, furniture, office equipment and other related items.
3. During the construction and moves, Management will make the appropriate arrangements for employees with a disability.
4. Any issues related to Safety & Health shall be addressed in accordance with Article 26 of the Collective Bargaining Agreement.
5. Management will effectuate measures that ensure the security of all employees in the Headquarters Building. Such security measures include, but are not limited to, escort plans, locks, and the use of proximity cards to ensure that unauthorized persons are prevented from accessing EEOC space that is off limits to the general public.
6. For purposes of the initial move of employees from the Washington Field Office to the Headquarters Building and the internal moves within Headquarters, the general criteria for the selection of offices and work stations by affected bargaining unit employees shall be as follows:
 - a. Assignment of offices and work stations will be based upon position grade levels within organizational units with employee involvement.
 - b. Employees will be asked for their preference of office or work station location based upon the highest grade level.
 - c. When more than one employee holds the same grade, EEOC seniority will prevail.
 - d. When more than one employee holds the same grade and EEOC seniority, time in grade will prevail.

7.
 - a. For selection of window offices by affected Washington Field Office staff, in proportion to their representation among the Washington Field Office staff, sixty percent of the available 18th Street window offices shall be made available to Attorney Examiners (AJs) and forty percent of the available 18th Street window offices shall be made available to Investigators.
 - b. Similarly, sixty percent of the available back window offices shall be made available to Attorney Examiners (AJs) and forty percent of the available back window offices shall be made available to Investigators. One office will be allocated for a Trial Attorney.
 - c. The selection process for these private offices shall be in accordance with the procedures set forth in Paragraph 6, above.
8.
 - a. Employees will be given two (2) workdays to pack, prior to the date their office will relocate.
 - b. To the extent that renovations interfere with an employee's ability to perform his/her job in his/her assigned workspace, Management will relocate the affected employee to a temporary workspace, or if temporary space is not available, Management will allow the employee to telecommute until the disruption is alleviated. If there is no available workspace and an employee cannot telecommute, then the employee may be excused until the disruption is alleviated.
 - c. Employees will be given three (3) workdays after relocation to unpack and have work equipment moved into their workspace.
 - d. Management agrees to allow a reasonable adjustment to work deadlines during the period of relocation and this shall be considered when completing employee evaluations.
9. Any moves or office assignments occurring for the Washington Field Office employees or Headquarters employees after the initial move will be negotiated by the Presidents of Local 3614 or Local 2667 as appropriate.
10. Affected bargaining unit employees shall be allowed to participate in one of the following telecommuting programs:
 - a. The Memorandum of Understanding concerning telecommuting negotiated by Local 3614 or Local 2667, as appropriate; or
 - b. Paragraph 3 of the September 12, 2003 Memorandum of Understanding between the parties concerning Implementation of the Revised Space Allocation Guidelines.

- c. For those employees electing to telecommute pursuant to paragraph (b) above, the employees must share a work station and window offices are not available for these employees.

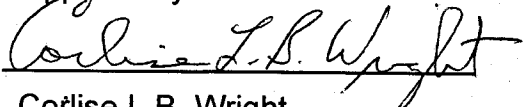
- 11. If this Memorandum of Understanding is in conflict with any local agreement concerning workplace renovations and/or relocations negotiated between Local 3614 and Headquarters or Local 2667 and the Washington Field Office, this Memorandum of Understanding shall take precedence until the completion of the relocation and the renovation.

- 12. This agreement shall not be altered or amended without the mutual consent of the parties, as expressed in writing.

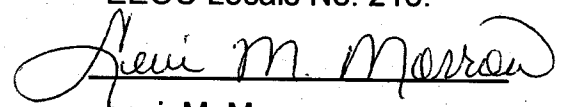
- 13. Any disputes concerning the application or interpretation of this Memorandum of Understanding shall be resolved through the parties' negotiated grievance procedure or any appropriate third party procedure.

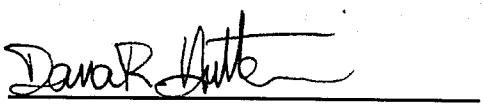
Signed this 27th day of February 2004.

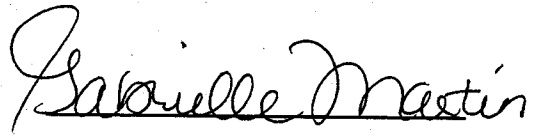
For the Equal Employment
Opportunity Commission:

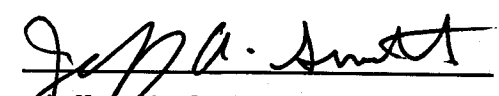

Corlise L.B. Wright
Chief Negotiator

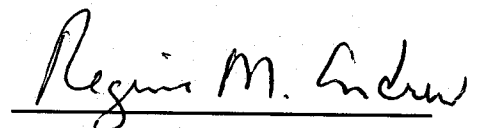
For the National Council of
EEOC Locals No. 216:



Levi. M. Morrow
Chief Negotiator


Dana Hutter
Negotiator


Gabrielle Martin
Negotiator


Jeffrey A. Smith
Negotiator


Regina M. Andrew
Negotiator


George Betters
Negotiator