

**MEMORANDUM OF AGREEMENT  
EPA HEADQUARTERS OFFICE MOVES**

This agreement is entered into among the Environmental Protection Agency (“EPA” or “the Agency”); the American Federation of Government Employees, Local 3331 (“AFGE”); and the National Treasury Employees Union Chapter 280 (“NTEU”). Its purpose is to establish an agreement with respect to office/work station assignments for EPA employees in the Washington, D.C. area. This agreement replaces the existing agreements among the parties that apply to headquarters office/work station relocations of EPA bargaining unit employees in the Washington, D.C. area, that is, the Generic Move Agreement, signed in August 1997, and the HQ Backfill Policy Agreement, signed in October and November of 2007.

The purpose of this Agreement is to establish an organized equitable process at Headquarters for space allocation among employees who voluntarily or involuntarily relocate to a different work station. This Agreement is intended to minimize disruption and loss of productivity, to minimize costs in time and money, and to ensure the health and safety of bargaining unit employees.


1. This procedure does not supersede management’s rights to assign or re-assign offices/work stations for specific individuals based on organizational efficiency, business needs, or reasonable accommodations. Some examples of staff members who may be assigned to identified office/workspace locations include but are not limited to clerical/administrative support staff; management officials; detailees; and those persons on temporary appointments. Management will also assign non-bargaining unit employees to work stations/offices considering business and efficiency needs.
2. Employees with documented physical or mental conditions requiring special consideration relative to workspace/office locations or features will meet with their supervisors to discuss their individual needs and determine an appropriate seating location.
3. Management will identify a move footprint and/or the footprint(s) for sub-organizations, such as offices, divisions, branches, or sections. Staff within those organizations will have their offices/workstations located within the designated footprint. Management also reserves the right to reassign the space to another program office within the same AA-ship based on organizational needs.
4. The Agency will conduct an annual survey of bargaining unit employees during the month of October to allow for employees to vote on the criteria to be used for ranking employees for order of space selection during the next calendar year (January 1 – December 31). The survey will be open for a minimum of two weeks. The unions will be provided with a copy of the survey results, including a breakdown of the votes by each BU in each AAship. The criteria option that receives a majority of the survey votes will be used for the next calendar year for all moves.
  - a. The criteria for the survey will include a choice between (i) and (ii) below:
    - i. Grade PLUS total complete years of federal service (calculated by the employee’s Service Computation Date for Leave)
      - Example: GS-15 with 5 years of service (15+5=20) would choose after a GS-9 with 12 years of service (9+12=21))

- ii. Grade first, THEN total complete years of federal service (calculated by the employee's Service Computation Date for Leave)
      - Example: GS-13 with 1 year of service would choose before GS-12 with 7 years of service
  - b. In either scenario, if there is a tie (two or more employees' criteria are identical), the tie will be determined, using the following tie breakers, in order:
    - i. Earliest Federal Service Computation Date for Leave;
    - ii. If still tied, then Earliest EPA Hire Date;
    - iii. If still tied, then a coin toss.
- 5. For the first period of this agreement (through December 31, 2020), the Parties will use the Grade PLUS years of service option above, as determined by the survey conducted in November 2019.
- 6. For voluntary moves (backfills), after a space becomes vacant, management will determine within a reasonable time when staff will be permitted to move into the vacant workspaces within their organizational footprint (unless they have a management-directed office/workspace). Vacant offices will be re-occupied based on the criteria selected in item #4. Management will notify staff and unions that a workspace(s) is available and include the current ranking order in the notice to staff. Staff will inform management if they elect to move, and final moves will be determined by ranking order.
- 7. New employees (from within or from outside of the unit) will be assigned available, vacant work station selected by management, until there is a backfill. Space assigned to new bargaining unit employees that was not previously made available to organizational unit employees pursuant to paragraph 6 above, will be made available in the next backfill run by the office.
- 8. Employees on details shall maintain their assigned space. A detailee's assigned space shall not be permanently assigned to another occupant unless the detailee moves to a permanent position outside the organization. For long-term details (usually longer than six months), management may temporarily allow other employees to sit in the detailee's space (with the understanding that when/if the detailee returns, the space is returned to the detailee).
- 9. The Unions may request an organizational hierarchy list for any upcoming moves. The list shall include the following information for each bargaining unit employee: name, position, BU status, grade, step, federal service computation date for leave, and EPA hire date.
- 10. For upcoming moves, organizations that have already selected seating prior to the implementation of this Agreement will complete these moves using the former union agreements (1997 Generic Move Agreement or 2007 Backfill Agreement) and not this Agreement. If seating has not been selected, organizations will use the criteria established in this Agreement.
- 11. This Agreement will come into effect upon Agency Head approval or on the thirty-first (31<sup>st</sup>) calendar day after execution, whichever comes first.

12. This Agreement will remain in effect for four (4) years from the date of execution. After the initial four-year period, the Agreement will automatically renew annually for one year periods.
13. After the initial four-year period, any single signing party (NTEU Chapter 280, AFGE Local 3331, or the Agency) can reopen this agreement for negotiation by making a written request to the remaining parties. Any party may reopen this Agreement by providing notice to the other two Parties no fewer than 30 calendar days prior to the annual anniversary date. This Agreement also can be reopened for negotiation at any time if all three parties mutually agree.

**Signatures:**

**For AFGE Local 3331:**



Nathaniel James, President, AFGE Local 3331



Date

**For NTEU Chapter 280:**




Amer Al-Mudallal, President, NTEU Chapter 280

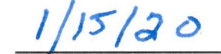


Date

**For the Agency:**



Shaundrelle Watson, Chief Negotiator



Date