

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 5  
AND  
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 704**

**I. INTRODUCTION**

The following Memorandum of Agreement ("MOA" or "Agreement") is entered into between the U.S. Environmental Protection Agency, Region 5 ("EPA" or "Management") and the American Federation of Government Employees, Local 704 ("AFGE" or "Union") (collectively the "Parties") regarding the implementation of temporary procedures and appropriate arrangements regarding workstation sharing at the Ralph H. Metcalfe Federal Building ("Metcalfe Building"), located at 77 West Jackson Blvd., Chicago, Illinois 60604.

**II. APPLICABILITY**

This Agreement is applicable to all workstations controlled by EPA in the Metcalfe Building.

**III. PURPOSE AND SCOPE**

The purpose of this MOA is to establish temporary procedures and appropriate arrangements that will govern the implementation of workstation sharing in the Metcalfe Building due to a shortage of available workstations to assign new employees until the Parties negotiate a permanent MOA, consistent with the national Memorandum of Understanding (MOU), EPA-CONTROLLED OFFICE SPACE REMOTE WORK/TELEWORK POLICY IMPLEMENTATION, that was signed on January 27, 2022 ("national MOU").

**IV. DEFINITIONS**

The following definitions shall apply to this MOA only:

- A. *Available Workstation* – Vacant cubicle or office in a section that is available to assign to a new employee under the procedures detailed in this MOA.
- B. *Compatible Work Schedules* – Work schedules with in-office hours that are structured such that they do not require employees to be in the office or access the same shared workstation at the same time.
- C. *Dedicated Workstation* – Non-shared cubicle or office.

D. *New Employee(s)* - Any employee that does not currently have a workstation assignment in their section either because they are new to the agency or because they are new to their section.

V. **GENERAL PROCEDURES AND APPROPRIATE ARRANGEMENTS**

A. **Workstation Assignments**

Workstation assignments will be made in the following order if there are not enough available workstations to assign to new employees in their assigned sections.

1. ADJACENT/NEIGHBORING SECTIONS - Management will determine if there are any vacant workstations available to assign to new employees in adjacent or neighboring sections of the same division. It is understood that the availability of a vacant workstation in another section may be affected by the other section's decision to reserve the vacant workstation for one of their approved new hires.
2. VOLUNTARY SHARING - Current employees with dedicated workstations in the same section may voluntarily agree to share a workstation with each other to free up a workstation for a new employee in the same section.
  - a. The volunteer employees must have compatible work schedules or be willing to make the necessary schedule changes to become compatible and agree on which workstation they will share.
  - b. The supervisor shall consult with the volunteers and resolve any equipment issues that may arise (e.g.: # of display monitors, docking station incompatibilities, etc.). The inability to resolve these types of issues is anticipated to be a rare occurrence.
  - c. In the rare event that a request is disapproved, the supervisor will specify the incompatibilities or reasons relied upon in an email to the employees with a courtesy copy to the union.

If A1 and A2 measures do not produce enough workstations for new employees, management may implement the following steps:

3. MANDATORY SHARING - Current employees with dedicated workstations in the same section who telework **eight (8) days per pay period** may be required to share a workstation to provide a workstation for a new employee assigned to the same section.<sup>1</sup>

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<sup>1</sup> Note: See Section VI.A.1

- a. Management will use the service computation date (SCD) to rank the current employees in the section in reverse seniority and select the two junior (lowest seniority) employees who will be required to share a single workstation. If the selected employees cannot agree which workstation will be shared, seniority will prevail and the employee with the lower seniority will be required to vacate their current workstation. If the selected employees have the same SCD, the first tie-breaker will be section seniority, and if needed, the final tie-breaker will be resolved by flipping a coin.
  - b. Management shall determine if the selected employees have compatible work schedules, and if needed, address any work schedule incompatibilities as follows:
    - 1) Management shall meet with the selected employees to discuss the work schedule incompatibilities and the changes needed to become compatible.
    - 2) If the selected employees cannot resolve their work schedule incompatibilities by mutual agreement, their telework days will be determined by making alternating selections for individual days, starting with the senior employee and continuing in this fashion until each employee has made all their selections (For example: Sally Senior selects first and chooses Friday, Johnny Junior selects Monday, Sarah Senior selects Thursday, etc.).
  - c. Employees selected to share a workstation may opt to reduce their number of telework days below the threshold in V.A.3 and retain their dedicated workstation. Employees choosing this option must notify their supervisor *as soon as possible but no later than seven (7) days of their selection to share a workstation*. Management will select the next eligible employee on the section ranking and follow the procedures detailed in Section V.A.3.
4. DIVISION-WIDE - New employees may be assigned to vacant workstations located anywhere within the same Division at the Metcalfe building.

## **B. Exclusions**

The following employees are excluded from the workstation sharing procedures in this agreement:

1. Employees with approved and documented reasonable accommodations that involve furniture, workstation, or equipment modifications, and assistive technology. For purposes of this agreement, the issuance of a variable height

desk or custom ergonomic chair will not be sufficient to warrant exclusion from the selection procedures in Section V.A.

2. Employees seated in a particular location or occupying a particular type of cubicle due to the nature of their position or other administrative considerations may be excluded at the discretion of the supervisor.
3. Employees who work in laboratories and have office space associated with the laboratory.

### **C. General Provisions**

1. Contract employees will not be assigned to vacant workstations without first affording Federal employees within the same section the opportunity to occupy that space.
2. Management will consider the workstations vacated by separating employees in real time to the extent practical to alleviate the need for mandatory workstation sharing.
3. Employees sharing a workstation are encouraged to have no personal effects in the shared workstation unless it is mutually agreed to do so.
4. Employees occupying shared workstations are responsible for maintaining general cleanliness of the workspace. Management will ensure that cleaning and disinfectant supplies are available to employees.
5. Management will ensure storage space is available for storage of personal and agency-provided field safety gear and other required equipment.
6. Keys to secured storage equipment shall normally be made available to employees occupying a shared workstation upon occupancy.
7. Management will provide two (2) separate phones per workstation OR one (1) phone in which case management will provide instructions for employees on how to login and logout of the phone on their in-office days. While phone systems may require bargaining unit employees to login and logout with their password, they will not be required to forward calls intended for other employees sharing the workstation.
8. Management should ensure that employees sharing a workstation have the same access and ability to send/receive mail and packages as those employees who do not share a workstation.

9. Management will ensure that shared workstations are equipped with a mouse, mouse pad, keyboard and a phone. Individual headsets will be made available for employees sharing a workstation. An additional handset may be requested by individuals sharing a workstation equipped with a single phone. Handsets will be provided to the extent that they are available on a first-come, first serve basis.
10. Affected employees will be allowed sufficient duty time, and if necessary, assistance with packing up their personal belongings and work-related items or files from their workstation in preparation for sharing workstations.
11. Management will provide necessary moving supplies and communicate to all affected employees via email at least seven (7) days before any planned movement.
12. Employees selected or volunteering to share a workstation will be allowed one (1) shipment, to and from their alternate work location, of typically one (1) photocopy paper box of non-sensitive work material, if needed for work at the alternate work location. The amount of material shipped may vary contingent on the employee's work and the approval of their supervisor. This will be at no cost to employees.

#### **D. Employee Communications**

Divisions anticipating the need for workstation sharing will hold one (1) division meeting to allow employees to ask questions about the procedures detailed in the MOA.

## **VI. AMENDMENTS, MODIFICATIONS AND SEVERABILITY**

### **A. Amendments and Modifications**

1. If the procedures in this MOA do not provide enough workstations for new employees, the undersigned parties shall meet to discuss modifying the threshold established in Section V.A.3 of this MOA.
2. This MOA may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this MOA shall be binding unless it is in writing and signed by authorized representatives of both parties.
3. If either party desires to renegotiate any terms of this MOA, it will furnish written notice to the other party, identifying the section(s) that it wishes to

change, not more than sixty (60) or less than thirty (30) days prior to the expiration date. This provision is not applicable to Section VI.A.1 of this MOA.

## **B. Severability**

If any provision (section, paragraph, sentence, etc.) of this MOA held invalid by any arbitrator, court, regulation, rule or statute, the remaining provisions of this MOA shall not be held invalid and shall remain in full force and effect. The Union and the Employer shall immediately meet and attempt to renegotiate any provision found invalid.

## **VII. DURATION AND EFFECTIVE DATE**

### **A. Duration**

1. This MOA shall be effective as of the last date on which the Parties sign on the lines provided below. This MOA shall remain in full force and effect for four (4) months after its effective date unless it is modified or terminated in accordance with Sections VI and VII of this MOA.
2. The parties will meet to discuss extending the duration of the MOA at least fourteen (14) days prior to the expiration of the MOA. Extensions will be a minimum of thirty (30) days, up to a maximum of one hundred twenty (120) days in duration.
3. This MOA will automatically and immediately terminate after the parties execute a permanent MOA regarding workspace arrangements pursuant to the national Memorandum of Understanding, EPA-CONTROLLED OFFICE SPACE REMOTE WORK/TELEWORK POLICY IMPLEMENTATION, that was signed on January 27, 2022, or until it is superseded by a subsequent MOA or MOU, whichever is sooner.

### **B. Effective Date/Agency Head Review**

1. This MOA shall be effective on the date it is signed, subject to Agency Head Review. However, this Agreement shall take effect on the 31st day following execution if no action is taken by the Agency Head by that date.
2. If, a proposal or section of this MOA is disapproved because of Agency Head Review, the parties shall exchange proposals and negotiate the affected proposal or section of this MOA within thirty (30) calendar days of the Agency's notification.
3. An item returned by Agency-head review shall permit the parties, at the request of either party, to renegotiate that item and all related items and

provisions that are directly affected, to the extent negotiations of that item are permitted by law.

**VIII. SIGNATURE/DATE**

The parties agree to this MOA as written above.

**FOR AFGE Local 704:**

**FOR Management:**

*Sherry A. Kamke*      8/3/2023

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Sherry Kamke for Nicole Cantello      Date  
Chief Negotiator,  
AFGE Local 704

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Scott Sharon      Date  
Chief Negotiator,  
U.S. EPA Region 5