

Memorandum of Understanding Regarding The Tulsa, OK Field Office Relocation

This agreement is entered into by and between the Social Security Administration (hereafter referred to as the Employer) and the American Federation of Government Employees, Local 2505, AFL-CIO (hereafter referred to as the Union), regarding the relocation of the Tulsa, OK Field Office.

A. General Provisions

- 1) The lease for the new Tulsa, OK field office provides the contractual obligations for the construction and occupancy of the space. Construction has been based on appropriate GSA specifications and the 1995 Memorandum of Understanding regarding the Space Allocations Standards and Article 9, Appendix A, Section C of the National Agreement. Landlord compliance with the provisions of the lease is a joint interest, which management will ensure through prompt notification and timely follow-up with the appropriate parties.
- 2) If any changes are necessary subsequent to the MOU, management will fulfill any obligations that arise under the Federal Service Labor-Management Relations Statute.
- 3) No rights of any bargaining-unit employee, or the Union, or management have been waived, either explicitly or implicitly. This agreement shall be subject to all applicable laws, rules and regulations including 5 USC Chapter 71. Nothing in this MOU modifies or alters in any way the provisions contained in all higher level Union-Management agreements or the National Agreement except as expressly stated in this MOU. Any prior benefits, practices and understandings which were in effect on the effective date of this agreement and which are not specifically covered by this agreement shall not be changed except in accordance with 5 USC 71.

B. Employee Issues

- 1) Bargaining unit employees will choose their workstation locations, within the assigned units on the basis of seniority determined by service computation date (SCD). In the event of equal SCDs, employees will choose their workstation locations on the basis of seniority determined by length of service in the Tulsa, OK office. In the event of equal lengths of service in the Tulsa, OK office, employees will draw lots.
- 2) The ergonomic workstations, fax machine, photocopier, printers, sink and counter top space, TV and video player, and filing cabinets, will be located as shown on the attached floor plan.

- 3) Any qualified handicapped employee will be given special consideration, as necessary, in determining seat location. Management will consult with the Union whenever an employee requests such special consideration.
- 4) If it is not possible for each employee to have a workstation suited to their hand orientation, employees will be provided assistance in setting up their workstation in the best ergonomic configuration that can be achieved.
- 5) Employees will be permitted to decorate their work areas while maintaining a professional appearance. The employer will provide equipment necessary to hang any material the employee needs in performance of their jobs.
- 6) The Union bulletin board will be placed in the multipurpose room. The visibility of the Union bulletin board and employee access to the bulletin board will not be blocked by any objects placed in front of the board.
- 7) Employees will be provided duty time and boxes as necessary to pack and unpack desk items. These boxes will be identified with the employee's name or an assigned number. The Employer will have the proper boxes associated with the proper desks to minimize disruption when employees report to the new work area. Management will make every reasonable effort to ensure that movement of furniture and/or computer terminals is done in a way to protect the health and safety of employees. Employees will be given the opportunity to move their personal belongings.
- 8) Management will take reasonable steps to minimize the effect of the disruption of the work environment during the move. These steps will include providing the best available temporary work surfaces and equipment, such as tables and chairs, whenever employees are expected to interview the public or to process work during the move. These steps will also include good faith consideration of any need to reduce workloads, especially scheduled appointments, during the disruptive period of the relocation.
- 9) Leave approving officials shall be as liberal as possible in approving leave (Article 31) during the move and will give due consideration to employee requests to work compensatory time prior to the move to be taken off during the move. Overtime may be made available to employees for the purpose of moving.
- 10) The employer will provide a coat closet. The sign-in sheets will be located in the hall near the employee entrance.
- 11) Coffee machines, microwave, refrigerator, etc. will be located in the kitchen connected to the multipurpose room. Sufficient tables and chairs will be provided in the multipurpose room.
- 12) Management will make reasonable efforts to provide private space, as available, for confidential discussions. Management will inform the Union in advance if the meeting space is being monitored by CCTV or other means.

13) If sound capability is added to the CCTV system, management will give notice to the Union.

14) The landlord has provided at no cost to the Employer, a picnic table and/or benches at the new location, outside ashtray and trash receptacle.

15) There will be a full-length mirror installed in each employee restroom.

16) Management will give full and fair consideration to all factors beyond the control of employees resulting from relocation when evaluating employees' performance, in accordance with the National Agreement.

C. Workstations and Related Issues

1) The negotiated floor plan, including detailed footnotes, for the Tulsa, OK field office is attached. If GSA requires revisions to the final floor plan to meet local codes or other building requirements, the proposed revisions will be handled pursuant to the provisions of Article 4 of the National Agreement.

2) Panel-hung work surfaces will be adjusted to the employee's height preference if the employee has a special need due to height, weight, or other compelling reason.

3) The employer will provide height-adjustable work surfaces in the IVT room for individuals who are involved in long-term IVT training. Management does not intend to use the secondary IVT drop for long term training.

4) Adjustable K-1 workstations will be provided at the reception windows and FEI windows. As needed, monitor risers will be placed at FEI workstations to accommodate employees of different heights.

5) Supplies needed by employees in the performance of their jobs will be available to employees timely. If supplies are stored in restricted areas, management will provide written procedures for obtaining supplies.

6) A drop box for public use will be installed on the wall between the reception area and the office proper.

D. Health and Safety Issues

- 1) The Security Action Plan will be revised within 30 days after the relocation. Management will consult with the Union concerning revisions to the Security Action Plan. This intent does not waive management's responsibilities to determine appropriate office security measures.
- 2) Employees will be provided parking space in a secured lot. In the employee parking area, other than a space reserved as handicapped nearest the door or the low point in the curb, spaces will not be reserved.
- 3) If an employee experiences glare on their monitor at the new location, management will take steps to remedy the situation. If management is unable to remedy the situation, they will seek expert advice and assistance.
- 4) There will be phones installed in the mail/storage room, multipurpose room and private interviewing room in easily accessible locations.
- 5) The Union's Area Designee will be notified of the expected date of the move.
- 6) All rest rooms will be ventilated to the outside.
- 7) Management will make every reasonable effort to ensure an adequate supply of soap and paper products in the rest room.
- 8) Management will keep the Material Safety Data Sheets on the cleaning products used in the office, the soap products in the rest rooms and air fresheners.

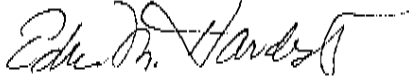
E. Implementation of the Agreement


1) This agreement will become effective upon agency head review. A copy of this MOU will be given to every bargaining unit employee in the Tulsa, OK field office within 10 days of the effective date of this MOU. The parties agree to reopen negotiations within ten (10) days on any item in this MOU that is rejected upon the Employer's review pursuant to 5 USC 7114. This time period may be extended by mutual agreement.


For the Union

For the Employer

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May 13, 2005
Date