Agreement between the ERS and AFGE Local 3403 in regard to the ERS Relocation

1. The Parties agree that a designated Union representative will be afforded an opportunity to submit questions in advance of and during any future Agency Q&A sessions regarding the ERS relocation. The Agency agrees that if there are follow-up questions after any such session, to provide responses to a designated Union representative in writing.

2. At this time, the Agency agrees with the Union's position that it is in the best interest of ERS employees whose duty station is Washington, DC to be located in the USDA South Building. The Agency agrees to request adequate workspace in the USDA South Building for employees who travel to Washington, DC.

3. The Agency agrees to consider all detail requests using its existing evaluation criteria including that such details serve both the interest of the Agency and detailee as determined by Agency leadership. The Agency will continue to consider details during the transition period of the Agency relocation and convey to potential host agencies the requirement to reimburse the Agency for all details and that any ERS employee who has accepted the relocation and has received a letter of directed reassignment will have his/her duty station updated to Kansas City on 9/30/2019, but will have the option to continue the detail through the agreed upon detail end date. The authority to approve requests for details normally rests with the Division Director.

4. The Agency agrees that Reasonable Accommodation (RA) requests, supported by acceptable medical documentation, will be processed as soon as practical; generally the timeframe for approval is within twenty (20) days but no longer than thirty (30) days from the date the request is submitted. If a decision can be made immediately or in less than 20 days, it must be. All Agency employees for whom an RA may be applicable, including those who are considering whether to accept the directed reassignment, are encouraged to contact Tonya Morris, current Agency RA Program Coordinator at tonya.b.morris@usda.gov for guidance regarding RA laws and requirements keeping in mind that the Agency RA Program Manager has no authority to approve or deny requests. The authority to approve requests for RA's normally rests with the first line supervisor.

5. The Agency agrees to continue existing approved RA arrangements and consider extensions for temporary RA arrangements where the current duty station is other than Washington, DC to the extent that the accommodation remains effective, medically necessary, and such continuation does not interfere with the mission of the Agency. RA arrangements will continue to be re-evaluated periodically by a medical professional per standard RA practices.

6. The Agency agrees to consider individual requests for workplace flexibilities during a transitionary period until September 3, 2019 for those employees who have agreed to relocate. A workplace flexibility may include, but is not limited to, working remotely from an approved worksite other than your official duty station, which will be Kansas City effective 9/30/19 for all employees who accepted directed reassignment for that date. The transitionary period is defined

as a period of three (3) months (September 30, 2019 through December 30, 2019) with the option for additional extensions which will require approval by the Agency.

7. The Agency agrees to provide temporary housing for Agency employees who have accepted the directed reassignment for sixty (60) days and to facilitate a request for extensions of up to sixty (60) additional days; not to exceed 120 days if needed, and consistent with existing criteria for temporary housing during a relocation.

8. The Agency agrees to request the appropriate approval to offer a relocation incentive payment equal to one (1) month's salary for positions who accepted the directed reassignment to Kansas City to fill positions that are deemed difficult to fill per OPM guidelines and/or Agency leadership. If approved, the employee must sign an agreement to remain at the official duty station in Kansas City for a period of no less than one (1) year. The relocation incentive payment will be paid to employees who accept the relocation incentive offer after a six (6) month period of acceptable performance at the official duty station in Kansas City.

9. The Agency affirms that employees may choose to change their response to the directed reassignment letter at any point prior to or on September 27, 2019.

10. The Agency agrees to provide a private space for nursing mothers in the Beacon building as well as at the new permanent location in Kansas City. The private space will be shielded from view, and free from any intrusion from co-workers or the public.

11. The Agency agrees that if Agency workspace planning committees are formed for both the ERS South Building space and the permanent ERS location in Kansas City, the Union will be afforded an opportunity to suggest appropriate bargaining unit employees to participate in such committees.

12. The Parties' agreement to this MOA confirms conclusion of negotiations on the relocation of ERS to Kansas City.

For the Agency:

8/9/19

Christopher Grondalski — Date

Chief Negotiator

Labor Relations Officer, REE

EPHRAIM LEIBTAG Digitally signed by EPHRAIM LEIBTAG Date: 2019.08.09 16:05:51 -04'00'

Dr. Ephraim Leibtag — Date

Acting Administrator, ERS

Peter Themelis / for Chris Grondalski 8/9/19

Peter Themelis — Date

Labor Relations Specialist, ARS

For the Union:

Peter Winch — 8/9/19

Chief Negotiator

AFGE, Local 3403

Kevin Hunt — 8/9/2019

Acting Vice President, ERS

AFGE, Local 3403

Laura Dodson — 8-9-19

Union Steward, ERS

AFGE, Local 3403