

Union Rights Article

Section I: General Provisions

- A. Employees shall be protected from restraint, interference, or coercion, in the legitimate exercise of their rights and responsibilities as designated representatives of the Union.
- B. Within the confines of laws, rules, and this Master Collective Bargaining Agreement (MCBA), the Union has the right to designate representatives of its own choosing.
- C. No Recording Protected Union Activity: Except as provided in this MCBA, no recording will be made without mutual consent of any conversation involving Union activity.
- D. Bargaining unit employees, including employees serving as Union representatives, have the following rights:
 - 1. to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right;
 - 2. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
 - 3. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.
- E. The Union has the right and obligation to represent all employees in the unit. The Union has the right to present its views to the Agency regarding grievances, working conditions, and conditions of employment, either orally or in writing. The Agency will advise employees of their right to representation consistent with this MCBA.
- F. New Employee Onboarding
 - 1. The Union will be given an opportunity to address new employees at an independent session (which may be a part of the local session) for up to thirty (30) minutes. No Agency representatives will be present during the time the Union representative(s) meet with the employees.
 - 2. The Union may provide employees with union-related materials either in hard copy or electronically.

3. The Agency will provide the Union a point of contact for each local to coordinate onboarding. The Union will be provided information electronically regarding onboarding employees including, at a minimum, names, organizations, and official duty stations. The information provided will be sanitized to conform to the requirements of the Privacy Act.
4. The Agency will designate a point of contact to coordinate updates and changes to the national EPA intranet site, including the following:
 - a. The Agency will maintain an up-to-date link to the current AFGE/EPA CBA, relevant AFGE contacts, a link to the SF 1187 and SF 1188, and a link to a website designated by the Union.
 - b. The Agency will post AFGE/EPA National MOUs and local MOUs upon forwarding of such MOUs by the Union.
5. The Agency will notify the Union of any employee being hired into or transferring into a bargaining unit office, or any employee being removed from the bargaining unit list (Labor Movement Report). This information will be provided electronically on a biweekly basis and include a list of the names of all new or transferred employees including:
 - a. Their positions, work locations, divisions, email address, phone number, and supervisor;
 - b. Whether the employee is on a full time, part-time, seasonal, or intermittent work schedule;
 - c. Whether the employee is serving on a term, temporary, career, career-conditional, or excepted appointment;
 - d. The geographic locality of each employee that is used to determine the appropriate locality pay;
 - e. The grade and step and pay structure;
 - f. For employees being removed from the bargaining unit list, the reason for their removal; and
 - g. For employees leaving the Agency, whether the employee was retired or separated from the Agency.

Section II: Formal Discussions

- A. The Union shall be given the opportunity to be represented at any formal discussion, between one or more representatives of the Agency and one or more employees in the unit of their representation concerning any grievance or any personnel policy or practices or other general conditions of employment in accordance with the limits articulated below.

B. Union Participation in Formal Discussions Pertaining to Settlements:

1. Formal EEO Cases:

- a. If sufficient indicia of formality are met, any settlement discussion at the formal stage of an EEO complaint where a bargaining unit employee is present is considered a formal discussion. The Union is entitled to notice regarding the discussion and may attend.
- b. If an employee who is a complainant requests that the Union not attend a formal discussion involving settlement of a formal EEO complaint, the Union will not attend the discussion.
- c. The parties agree that all EEO complaint and settlement information must be kept confidential.
- d. When a Union representative attends an EEO settlement discussion they will be entitled to review and comment on any proposed settlement terms, consistent with the Union's right to be represented at formal discussions.

2. MSPB Cases

- a. If sufficient indicia of formality are met, any settlement discussion involving an MSPB appeal where a bargaining unit employee is present is considered a formal discussion. The Union is entitled to notice regarding the discussion and may attend.
- b. The parties agree that all MSPB appeal and settlement information must be kept confidential.
- c. When a Union representative attends an MSPB settlement discussion they will be entitled to review and comment on any proposed settlement terms, consistent with the Union's right to be represented at formal discussions.

3. Adverse Action and Performance based Reduction in Grade or Removal Action Cases

- a. If sufficient indicia of formality are met, any settlement discussion involving an adverse action or Performance based Reduction in Grade or Removal Action where a bargaining unit employee is present is considered a formal discussion. The Union is entitled to notice regarding the discussion and may attend.
- b. The parties agree that all adverse action or Performance based Reduction in Grade or Removal Actions and settlement information must be kept confidential.
- c. When a Union representative attends an Adverse Action and Performance based Reduction in Grade or Removal Action settlement

discussion they will be entitled to review and comment on any proposed settlement terms, consistent with the Union's right to be represented at formal discussions.

4. When the Union attends a settlement discussion in accordance with B. and is not the employee's representative, its participation is limited to commenting on whether proposed settlement terms are consistent with the CBA.

C. Advance notice:

1. For formal discussions, the Union will be provided with reasonable advance notice (i.e., generally not less than two (2) workdays), but for meetings that are urgent or unexpected, notice will be given as soon as practicable.
2. The Union and management representatives are encouraged to discuss possible ways to resolve scheduling conflicts.

D. Notice to the Union of a formal discussion will be sufficient if provided to the designated Union point of contact (in accordance with the Recognition and Unit Description article) and includes the general subject of the discussion and the location and time of the discussion.

E. The AFGE Representative may introduce themselves as a Union representative and provide contact information. The representative may ask relevant questions and may make statements, including the Union's position with respect to the subject of the discussion as long as the representative does not take charge of, usurp, or disrupt the meeting.

F. Any presentation documents prepared by the Agency for formal discussion meetings and shared with bargaining unit employees will be provided to the Local president who received the notice. "Presentation documents" do not include settlement agreements for EEO cases, MSPB cases, or Disciplinary/adverse actions.

Section III: Agency/Union Annual Meeting

The Agency shall annually brief the National Labor Management Forum (or successor group) participants on its budget.

Section IV: Surveys

Prior to surveying bargaining unit employees regarding conditions of employment, the Agency will provide the Union with a copy of the survey document generally three (3) business days in advance and allow the Union an opportunity to comment on it. The Union will, upon request, receive a copy of any survey results (i.e., generally a compilation of responses so the Union can understand how employees responded as a group) obtained unless there are privacy concerns.

In the event there are privacy concerns, the Agency will, upon request, provide the Union with an explanation of those concerns and discuss how best to share the results.

Section V: Communication, Information Sharing, and Information Requests

- A. The Union shall have the right to communicate with Bargaining Unit employees. In accordance with GSA and Agency facilities and cybersecurity rules, regulations, and policies, the Union may use Agency email systems, physical and electronic bulletin boards, desk drops, phones, signage etc., to communicate with employees.
- B. The Agency shall annually inform the employees of their right to Union representation. The Union has a right to inform employees of their right to Union representation.
- C. Information Requests
 - 1. Union information requests must be sent to Agency representatives (or their designees) according to the contacts identified in the Recognition and Unit Description Article.
 - 2. If the Agency disputes whether the Union has articulated a particularized need for an information request, the Agency will state this to the Union in writing.
 - 3. Upon request by either party, the parties will meet at a mutually agreed upon date to discuss the status of the request. This meeting will generally occur within seven (7) workdays from receipt of the information request.
 - 4. The parties will discuss at the meeting as applicable:
 - a. The option of the Agency to provide staggered partial responses;
 - b. Known challenges or concerns the Agency has with providing the information; and
 - c. The Union limiting its request to facilitate a response.
 - 5. The Agency will comply with its statutory obligation to respond to requests in a reasonable amount of time.
 - 6. Nothing in this section shall be construed to limit the Union's statutory rights to information under 7114(b)(4) or employees' rights to privacy as provided by law.
 - 7. The Agency will respond to information requests in a similar manner to the numbering or subject matter designations used in the original request.
- D. Upon request, the Agency will provide AFGE with existing current electronic organizational charts for each organizational unit showing the chain of command. This request should be made according to the points of contact identified in the Recognition and Unit Description Article.

Section VI. Official Time

- A. The Parties share the responsibility to ensure that official time is used effectively, efficiently, and is appropriately accounted for. Subject to this MCBA, the use of approved time by a Union Representative in the conduct of their representational duties shall be charged to official time.
- B. Whenever the term “Representative” is used in this Article, it shall include those identified per the Recognition and Unit Description Article, including any retirees designated by the Union. Retirees are subject to all security policies and procedures applicable to non-EPA employees entering Agency workspace.
- C. The Union may designate Representatives to act on its behalf. Nothing in this Article prevents a Union representative from requesting official time for a matter involving a geographical location different from their Official Work Location.
- D. In accordance with 5 USC 7131(d), Union Representatives may be eligible for official time as reasonable, necessary, and in the public interest. This includes requests for training at the local and national levels.
- E. Notwithstanding any other provision in this Agreement, any activities performed by Union Representatives relating to the internal business of the Union shall be performed during the time the Representatives are in nonduty status.
- F. The AFGE Council 238 President and the Executive Vice President
 - 1. When employees are newly elected or appointed to the position of President or Executive Vice President of Council 238, the Union will notify the Agency.
 - 2. When a President or Executive Vice President leaves office, they will have a right to return to work in their position of record.
 - 3. In the event the position of record no longer exists, they shall be assigned to a comparable position at the Agency in the same locality and commuting area to the extent possible.
- H. Use of Official Time:
 - 1. When it is necessary for a Union representative to use official time for representational purposes, the Union representative will inform their immediate supervisor of the dates and times, and general purpose of the official time. In the event that a pressing job-related need precludes the immediate excusal of the Union representative, the supervisor will inform the Union representative of the earliest time they will be permitted to use official time. The Union representative will report to the supervisor upon the end of their use of official time.

2. Union representatives will not use official time for internal union business including solicitation for membership or collection of dues.
- I. The parties agree 100% official time for the following representatives is reasonable, necessary, and in the public interest:
 1. Council President;
 2. Executive Vice President;
 3. Local 704 (R5) President;
 4. Local 3347 President; and
 5. Five (5) AFGE representatives in Local 3331 (HQs).
 - J. At the end of each pay period each Union representative will record their official time in the Agency's official time keeping system (currently People Plus) using the correct time keeping code(s).
 - K. Overtime and Compensatory Time: Employees serving as Union Representatives may not earn compensatory time or overtime for representational activities. Union Representatives can work overtime or compensatory time to perform Agency work per the Work Schedules and Overtime Articles.
 - L. Telework and Remote Work. Union Representatives, who otherwise meet the criteria set forth in the Telework and Remote Work Articles of this MCBA, may perform Union activities while at their Alternate Work Location and/or their Remote Work Location.

Section VII. Union Training

- A. The use of official time for attending local union-sponsored training by Union Representatives is an appropriate matter for local level consideration. The use of official time for attending national union-sponsored training by Union Representatives is an appropriate matter for national level consideration.

Section VIII. Union Travel and Per Diem

- A. The parties jointly commit to the following principles as the foundation for a productive and cost-effective labor management relationship:
 1. When the parties agree, the Agency will pay for Union travel and per diem.
 2. Consistent with this MCBA, the Parties will schedule meetings as efficiently as possible, including consolidating meetings when appropriate and holding certain meetings virtually.
 3. The parties are committed to reducing the amount of travel used for representational activities.

Section IX. Agency Commitments

- A. On the second Thursday of October each year, the Parties will meet to discuss issues for which training of Agency managers, Union Officers and bargaining unit employees, could be beneficial. Upon agreement of the Parties, the Parties will jointly provide this training. The Parties may also discuss Unfair Labor Practice, Grievance, 4711 complaint and EEO claim trends identified by either Party.

Section X. Union Officials and Telework/Remote Work

A. 100% Official Time Union Representatives

1. With the exception of those prohibited from teleworking under 5 U.S.C. Section 6502(a)(2), those who have not completed telework training as required under Section 6503 and/or where there are issues raised by the safety checklist, AFGE-represented employees, certified by the parties as a Union representatives, authorized for 100% official time, are considered eligible by the Parties for either a Remote Work or a Telework arrangement without subsection to an analysis of their position of record (POR) with the Agency.
2. For the duration of their incumbency in the 100% Union representative position, they may perform representational duties, while on official time, consistent with law and regulation from remote or alternate work locations, under either a signed Remote Work or Telework Agreement.
3. Once no longer in a 100% official time union representative status, the Remote Work or Telework Agreement is cancelled and any Remote Work or Telework must be reapplied for under the negotiated article unless a Remote Work or Telework agreement was in place for the employee's position of record prior to 100% official time. In those cases, the employee's previous agreement will generally be reinstated unless, per the parties' agreement, relevant changes have occurred. Further, for an employee returning to their position of record after being on 100% official time, if other employees in their work group were asked to recertify their agreements while the employee was on 100% official time then, upon an employee's return to their work group former 100% official time officials may be asked to recertify their agreements at the discretion of their supervisors.

B. Less Than 100% Union Representatives

1. AFGE bargaining unit employees who serve as Union representatives on other than a 100% basis may apply for Remote Work or Telework under the negotiated articles and their eligibility will be based on their Agency position of record.

2. For the duration of their incumbency in the Union representative position, employees may perform representational duties, consistent with law and regulation while on official time, from remote or alternate work locations under either a signed Remote Work or Telework Agreement.

C. General

1. All Union representatives desiring Remote Work or Telework arrangements are required to submit to their supervisor as provided in the Remote Work or Telework Articles a completed application for Remote or Telework, which must include: a completed Remote Work or Telework Application/Agreement; a completed Employee Self-Certification Safety Checklist for the remote work/telework location; an attached copy of Employee's Approved Schedule; and a copy of evidence of Remote Work/Telework Training taken by the employee.
2. Unless herein stated otherwise, the rules and regulations governing Remote Work and Telework and contained in the Parties' Telework and Remote Work Articles continue to apply to all Union representatives performing representational duties from Remote or Alternate Work Locations. This includes, for example, changes in AWL or RWL
3. Commuting Expenses to Official Agency Worksite:
 - a. For a Union representative who has become a remote worker or a teleworker when traveling to their assigned official agency worksite for Union representational responsibilities, the Agency will pay/reimburse employees for transit benefits for that employee to the extent transit benefits are available for similarly situated employees.
 - b. For a Union representative who has become a remote worker or teleworker and normally does not use transit benefits and whose RWL or AWL is outside the local commuting area, travel to their assigned official agency worksite solely for Union representational responsibilities will not be paid/reimbursed by the Agency unless the Agency initiates the request.
 - c. A Union representative who has become a remote worker or teleworker who travels to the Official Agency Worksite at the Agency's request will be reimbursed the cost of travel available for similarly situated employees.
 - d. For an Agency employee recalled due to Agency needs arising from the employee's position of record, nothing in this agreement supersedes the parties' Telework or Remote Work agreements and any Agency obligation to pay for/reimburse employee travel.

4. If management determines a Remote Work Union official who relinquishes their elected/appointed Union position is ineligible for remote work, the Agency is not obligated to pay relocation costs.
5. AFGC Council 238 Executive Board officials who are remote workers are not entitled to office space at official agency worksites. AFGC Council 238 Executive Board officials should follow standard procedures to obtain conference room space when they choose to come into the building.

Section XII. Savings Clause

Nothing in this Agreement waives employee rights under 5 U.S.C. 7102 of the Statute or the Union's rights under Title 5 Chapter 71 of the U.S. Code.

FOR THE AGENCY

FOR THE UNION

Name: Robert Coomber
Lead Negotiator US EPA

Name: Joyce Howell
Chief Negotiator AFGC Council 238