Supplemental Agreement on
Central Automobile Reservation System
for the Water Division of Region 5

This Supplemental Local Agreement on the Region 5, Central Automobile Reservation System (CARS) for the Water Division in Region 5 is entered into, by and between the United States Environmental Protection Agency ("U.S. EPA" or "employer") and the American Federation of Government Employees (AFGE) Local 704 (the "Union" or "AFGE").

SECTION 1. INTRODUCTION

A. This Supplemental Agreement is to Article 5, Union Rights, of the Master Collective Bargaining Agreement (MCBA), and sets forth the parties local Supplemental Agreement and final resolution with respect to the procedures and appropriate arrangements for the implementation and operation of CARS in the Water Division of Region 5. The employer and the Union are the parties to this Supplemental Agreement. This Supplemental Local Agreement on CARS for the Water Division is entered into, by and between the United States Environmental Protection Agency ("U.S. EPA", "Agency" or "employer") and the American Federation of Government Employees (AFGE) Local 704 (the "Union" or "AFGE").

B. No provision of this Supplemental Agreement either in whole or in part, will impact or otherwise affect the MCBA between the U.S. EPA and the Union.

SECTION 2. COVERAGE

A. This Supplemental Agreement covers all U.S. EPA bargaining unit employees (BUEs) represented by AFGE Local 704.

B. This Supplemental Agreement covers only the implementation and operation of CARS in the Water Division of U.S.EPA Region 5. This Supplemental Agreement also covers BUES outside of the Water Division who want to reserve a vehicle held by the Water Division. Should the Agency decide to expand the use of CARS beyond what it has described in its March 12, 2008, formal notification to the Union, the Union reserves the right to demand to bargain over subsequent reorganizations or other subsequent changes in working conditions.

SECTION 3. AUTHORITIES

In the administration of all matters covered by this Article, the Union, the employer and BUEs shall be governed in a manner consistent with the United States Constitution and applicable laws, including the Federal Service Labor-Management Relations Statute ("Statute"), 5 U.S.C. Chapter 71, and the MCBA.
SECTION 4. DEFINITIONS

All definitions and details related to this program are found at or within the MCBA, particularly Article 2, Definitions, and the Statute at 5 U.S.C. §7103. Definitions.

SECTION 5. STATUS QUO

The Agency will maintain the status quo until negotiations, including any impasse proceedings and appeals, are completed.

SECTION 6. SPECIFIC AGREEMENTS AND UNDERSTANDINGS

A. When CARS is available, it shall be the sole means for any employee wishing to reserve a vehicle maintained by the Water Division. Procedures and instructions for using CARS shall be determined by the Water Division. The Union may demand to bargain over the procedures or instructions that have more than a de minimis effect on working conditions. No procedure or instruction shall be instituted that conflicts with any part of this agreement or any other existing or future agreement between U.S. EPA and the Union.

B. When an employee makes a reservation in the CARS system, the car is considered reserved (not just tentatively reserved) and no other action in the system is needed. However, approval to use the vehicle is not officially given until both the driver and the supervisor sign the reservation confirmation form. If the employee is specifically denied use of the vehicle or does not meet the requirements to drive a vehicle, then the supervisor must disapprove the employee's reservation in CARS and supply a reason to CARS. An e-mail to the employee would then immediately be generated by the system to notify the employee of the disapproval and the reason for the disapproval. The reason shall not be stored in CARS or otherwise available to anyone other than the supervisor or employee.

C. Employees outside of the Water Division will have read only access to CARS to enable them to determine if a vehicle is available. The primary administrator of CARS, currently to be the Administrative Officer (AO) of the Water Division, will be the first contact when employees outside of the Water Division want to reserve a vehicle that is under the control of the Water Division. A minimum of three alternates shall also be named should that person be unavailable. The names of the employees in the Water Division who can make reservations for employees from other Region 5 Divisions and Offices will be prominently made available from the read-only version of CARS and posted on the Intranet so employees can contact appropriate personnel to reserve Water Division vehicles.

The person making the reservation for an outside party shall, upon completion, either print out and hand the approval form to the requestor, or, if the request is made by telephone or email, create and electronically mail a portable-document format (PDF) version of the approval form to the requestor.
D. While all non-Water Division employees must follow the procedure in paragraph C, employees of the Water Division who are on official travel, leave, flexplace, or out of the Metcalfe Building for any reason may call one of the contacts on the list referenced in paragraph C above, their supervisor, or their administrative program assistant to ask that a vehicle reservation be made in their behalf.

E. The fact that only one employee is listed as the person driving a vehicle does not mean that the listed employee is the only employee approved to drive the vehicle. Any Region 5 employee who is a licensed driver may drive the vehicle if they are on the same trip as the employee who is listed as the driver of the vehicle. The fact that one employee is listed as the driver of the vehicle is, in no way, intended to prevent or prohibit other Region 5 employees from driving the vehicle during the time it is reserved. The person listed as the driver must make a good-faith effort to ensure any other driver is eligible to and capable of driving the vehicle. The person listed as a driver may rely on the representations made by a coworker that the coworker is eligible and capable of driving the vehicle. The Agency agrees that no employee shall be compelled to drive a vehicle that they do not believe they are capable of driving.

F. Upon request by the driver, records of an employee’s reservation of a vehicle will be kept confidential so as to avoid making an employee's residence or family vulnerable should those with criminal intent gain possession of such records which show that the employee will be away from his or her residence on certain dates and at certain times. An employee with an order or protection, or any other valid reason for wanting or needing their travel plans to be kept confidential, can request that their vehicle reservations be made in such a way that protects the employee's identity. The primary administrator of the system, currently the Administrative Officer, and all other employees who have access to the information in CARS shall be instructed to keep such information confidential and they may not give out the information in CARS to third parties unless instructed to by a manager who has verified a legitimate and legal need to share the information in CARS with the third party.

G. If an employee needs to change the date of a request or make other changes in the request, such as to request a different vehicle, the procedure in paragraph A above will be followed. If this results in redundant reservations, any unneeded reservations must be deleted from the system.

H. An employee who finds himself or herself unexpectedly absent from work, due to illness, emergency annual leave, or due to a family medical emergency, should cancel the reservation; if possible, by leaving a phone message with one of the individuals empowered to access CARS on behalf of others.

I. To the extent possible, unless already present, the Agency shall ensure that CARS software automatically enters as much information as possible including the employee's phone number, the employee's mail code, and all other information that remains the same each time a specific employee fills out a CARS reservation form.
J. The Union and U.S. EPA will identify in a separate living document, (1) which changes must be done before the system may be rolled out for use, (2) which items may be implemented after the system is rolled out, and (3) a date by which each delayed items may be expected to become available. This document shall be created and changed only by mutual agreement of both parties.

K. U.S. EPA may make changes to CARS software that do not affect the functionality or scope of the system. If U.S. EPA makes changes in the CARS software that affect the functionality or scope of the system, it shall notify the Union of the changes 5 days before they are implemented. The Union may demand to bargain if the changes have more than a de minimis impact on working conditions.

SECTION 7. REOPENER

A. The Parties agree that the Agency has the right to exercise its “management rights” pursuant to the Statute at 5 U.S.C. §7106 (a)(1) & (a)(2). Should that occur, the Union will have the statutory right to negotiate procedures and appropriate arrangements attendant to such changes pursuant to 5 U.S.C. §7106(b)(2) & (b)(3).

B. Any changes to this Supplemental Agreement must be made by mutual consent of the parties, in accordance with MCBA Article 45 or its equivalent regarding Supplemental Agreements and Other Negotiations during the Life and Term of the MCBA. While changes are being negotiated, it is agreed that CARS may be continued to be in use.

C. Nothing in this Supplemental Agreement shall serve to waive either party’s rights under the Statute or MCBA.

SECTION 8. SEVERABILITY

In the event that any provision (section, paragraph, sentence, etc.) of this Supplemental Agreement is held invalid by any tribunal of competent jurisdiction, the remaining provisions of this Supplemental Agreement 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.

SECTION 9. DURATION

A. Upon signatures of both parties, this Supplemental Agreement in total, minus any “adverse agency impact,” shall remain in full force and effect for the life of the MCBA.

B. This Supplemental Agreement will continue to be in full-force and effect during any subsequent negotiations on a Regionwide CARS system.

SECTION 10. EFFECTIVE DATE
A. This Supplemental Agreement will be effective on the date it is signed, subject to Agency Head Review.

B. However, if, as a result of Agency Head Review, a proposal or section of a proposal is disapproved, the parties will exchange proposals and negotiate the affected proposal or section of this Supplemental Agreement within thirty (30) calendar days of the Agency’s notification.

C. 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. These may include those items, sections, paragraphs or provisions that, in whole or in part have been negotiated at the table in exchange for, or in consideration of the returned item.

SECTION 11. SIGNATURE/DATE

The parties agree to the Supplement as written above.

FOR AFGE Local 704:

Jeffrey Bratko
Chief Negotiator,
AFGE Local 704

Date

FOR Management:

Alan Nudelman
Chief Negotiator,
U.S. EPA Region 5

Date
April 9, 2008

This documents the changes that are needed to the Central Automobile Reservation System (CARS) as a result of the Supplemental Agreement signed 4/9/2008 between U.S. EPA and AFGE Local 704. Water Division personnel will be responsible for making these changes.

This is a living document as per paragraph 6(J) of the Supplemental Agreement and shall only be changed upon mutual consent of the two parties. Section and paragraph numbers refer to the supplemental agreement.

**Section 6(B):** No on-line signature – reservation final on creation.
- Approved upon creation. Done before roll-out.

**Section 6(C):** Read-only version for non-WD use.
- Immediately put on Intranet site the list of contacts for non-WD reservations (before or with roll-out)
- Read-only version will be available by 4 weeks after rollout. Until then, staff from outside the Water Division may check on availability of vehicles by calling one of the contact people listed.
- Make PDF capability available to 4 people – before rollout.
- Add Tarsha Fields (system administrator) or blank to list of supervisors – before rollout

**Section 6(F):** Confidentiality
- A box to hide driver information is needed. This change tentatively would be available 4 weeks after rollout. Until then, persons needing confidentiality should ask their supervisor to make the reservation for them. Signatures will still be needed on the generated form.
- The reason for a denial will not be stored. This will be done before roll-out.

The parties agree to the living document as above as of April 9, 2008.

**FOR AFGE Local 704:**

Jeffrey Bratko  
Chief Negotiator,  
AFGE Local 704  
Date 4/9/08

**FOR Management:**

Alan Nudelman  
Chief Negotiator,  
U.S. EPA Region 5  
Date 4/9/08