Supplemental Agreement on OPA Reorganization

This Supplemental Local Agreement on the Region 5 Office of Public Affairs (OPA) reorganization 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 of the reorganization of OPA and its impact on bargaining unit employees (BUEs) represented by AFGE Local 704. The employer and the Union are the parties to this Supplemental Agreement. This Supplemental Local Agreement on a reorganization of OPA 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 BUEs represented by AFGE Local 704.

B. This Supplemental Agreement covers a single, one time, reorganization of OPA to be conducted in Region 5 in 2007 and possibly extending into early 2008. Should the Agency decide to engage in additional reorganizations of OPA or Superfund beyond what was identified in its September 5, 2007, 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

A. The Agency will maintain the status quo until negotiations, including any impasse proceedings and appeals, are completed. This status quo agreement shall not apply to the Software Development Staff section in OPA. The Union agrees that the single bargaining unit position in that section may be moved to the Resources Management Division, Office of Information Services at any time.

SECTION 6. SPECIFIC AGREEMENTS AND UNDERSTANDINGS

A. Prior to the implementation of the reorganization of OPA, Management will review, and update as appropriate, the Position Descriptions (PDs), including position titles, of all OPA BUEs to ensure that the PDs reflect the ongoing duties and responsibilities of the employees affected by the reorganization. Management will notify the employees of the outcome of the review. BUEs who believe that significant duties or responsibilities are not adequately reflected in their PDs may submit that information to management for consideration of possible modification to their PD. To the extent that the updated position descriptions require changes in PARS plans, the PARS plans for all affected employees will be updated no later than the week after the pay period when the Community Involvement (CI) section is transferred to Superfund. Following the review and update of the PDs, the regional classifier shall review the classification for those PDs that are updated. The review by the classifier shall be completed 30 calendar days after the PDs have been updated. The written results of this review shall be provided to AFGE Local 704 and each BUE whose classification has been reviewed, no later than two weeks after the completion of the review.

B. Management will hold an information session for current OPA BUE which explains and identifies job opportunities in Region 5 outside of OPA and outside of the CI section or portion thereof that is moving to Superfund. In preparation for that information session, employees may provide a written description of their knowledge, skills, abilities and interests. This information session shall be held at least one (1) month before the transfer of the CI section or portion thereof to Superfund. The information session will help employees identify organizations, positions, and job titles that could potentially be available to employees who want to move outside of OPA or outside of the CI section. The information session will include a discussion of how employees can make other Divisions and offices aware of their potential to provide services in other Divisions or offices as a Community Involvement Coordinator (CIC) or in a position with a different title. The goal of the information session is to provide bargaining unit members with sufficient information so that they can make an informed decision regarding whether or not they will seek or request a position outside of OPA or the CI section. Management reserves the right under Article 4 and Article 30 of the Master Collective Bargaining
Agreement to reassign employees in line with the needs of the Agency. The Union reserves the right to demand additional bargaining on the impact and implementation of such reassignments.

C. In order to allow BUEs in OPA, Superfund, and the rest of Region 5 to maximize their performance as agreed to by the Union and Agency in its agreement on PARS, before the reorganization is implemented the Agency will establish Standard Operating Procedure(s) (SOPs) that address issues and working conditions identified below which are impacted by the reorganization of OPA. The Union and employees will be given an opportunity to provide input into the development of the SOP(s).

i. An SOP that establishes the respective roles and authority of OPA and Superfund, and any other program with CICs, in the editorial style, format, generation, review, editing, final decisions and approval of Community Involvement outreach materials.

ii. An SOP that formalizes the communication and coordination between OPA and the CI section/CIC activity in Superfund and any other program with CICs. (For example, the SOP should establish how breaking issues will be coordinated, how joint communications planning will occur for high profile/high visibility sites, how OPA bargaining unit members will participate in meetings and other activities that involve CICs, and how joint training opportunities can be undertaken for the benefit of both OPA and the CI section in Superfund.)

iii. An SOP and Region 5 policy that establishes the procedure for how non-Superfund BUEs can obtain services equivalent to those provided by current CICs that may be established in OPA, Divisions or Offices in Region 5. (For example, the SOP should cover issues such as coordination and authority of CICs, or their equivalents, who work in OPA, other Divisions or Offices in Region 5.)

iv. An SOP that establishes how the CI section in Superfund will access graphics services such as those provided by the Superfund Graphics team.

v. An SOP that addresses the issue of primary and backup coverage of the Region 5 Environmental Hotline and main phone number of Region 5. It is understood that providing backup coverage for the Region 5 Environmental Hotline and main phone number for Region 5 should not be a regular or recurring duty for professional staff.

D. The practice of allowing CICs to carry an Agency provided cell phone for emergency response calls on a 24 hour basis will remain voluntary on the part of employees. Employees who volunteer will be provided a cell phone by the Agency.

E. Management will provide CICs with access to Agency supplied cell phones. The Agency shall maintain a stock of at least two Agency supplied cell phones for use by staff in the CI section when they are out of the office at work related activities.
F. In accordance with Section X. of the Final AFGE National Collective Bargaining Agreement for Flexplace, for employees who were approved to work a flexplace schedule prior to the reorganization of OPA, each approved schedule shall continue, and the employee and supervisor shall reassess the employee’s work for continued flexplace suitability and approval no later than four months after the effective date of reorganization. This review shall include a review of existing limits on the number of days that flexplace may be worked during a pay period and shall look at whether that number should be increased or decreased within the limits of the Agreement on Flexplace.

G. Bargaining unit members who remain in OPA shall retain their current cubicle. In the event that their office space is redesigned or otherwise altered in a manner that requires employees move to different cubicles, employees will be assigned to space as appropriate to meet work requirements (e.g., collocate employees who, due to the nature of their work, must be located adjacent to a specific employee or group of employees) In circumstances where space assignments are discretionary, employees shall be allowed to choose their new cubicle in order of their seniority starting with the person with the greatest seniority and continuing to the person with the least seniority. Seniority shall be determined based on the service computation date.

H. Bargaining unit members in the CI section who move with the CI section to Superfund shall be seated in a contiguous area which includes some cubicles that are either next to windows or adjacent to open space or file cabinets that are in front of windows. File space totaling approximately 100 linear feet will be, and when reasonably possible, located outside of the cubicles occupied by bargaining unit members in the CI section that relocates to Superfund. Employees moving to Superfund will be placed in cubicles. Cubicles for employees moving to Superfund shall be standard Region 5 cubicles. However, if larger cubicles are reasonably available, employees may be placed in such cubicles. Within the CI section, when the CI section relocates to Superfund and within the designated section “footprint”, employees shall be allowed to choose their new cubicle in Superfund in order of their seniority starting with the person with the greatest seniority and continuing to the person with the least seniority. Seniority shall be determined based on the service computation date. When the CI section is relocated to space controlled or used by Superfund, it shall be to a floor where there is adequate conference room space.

I. A total of no less that two (2) CICs or other employees in the CI section will be purchase card holders when the CI section is transferred to Superfund. This number may be adjusted when the need is assessed.

J. CICs will continue to retain the ability to serve as WAMs and/ or Super WAMs when the CI section or portion thereof is transferred to Superfund.

K. Management shall continue to provide the CICs with training, travel and administrative support deemed necessary for the continued implementation of technical assistance and other programs that support the Agency’s mission. For
those employees who serve as the point of contact for the Region’s Technical Assistance Grants (TAG), or Technical Assistance Plans (TAPs), or Technical Assistance Services for Communities (TASC), they will continue in that role until notified otherwise.

L. CICs will continue to have day to day administrative support adequate to meet the following needs:

   i. assistance with critical and last minute community involvement tasks such as mailings and special projects;
   ii. assistance that is available directly to each CIC ;
   iii. assistance that is available throughout the day.

M. CICs will continue to have access to OPA staff for assistance in the preparation and editing of fact sheets, ads and other written materials.

N. CICs will continue to have access to OPA staff for support with interview, press conferences, and communication planning.

O. CICs will continue to have access to OPA’s Web Team for up-to-the minute posting of fact sheets, community involvement plans, comment forms, photos, timelines, maps and technical documents.

P. Subject to assignment by management, CICs will continue to be allowed to play a role in hybrid projects such as projects that involve Superfund and one or more other Divisions or Offices. Like other Region 5 employees, CICs will not be limited to working on only those projects or work assignments that involve only Superfund.

Q. By October 5, 2007, the Agency shall identify the Personal Computer Division/Office Coordinator(s) [PC DOC(s)] who will serve OPA and the CI section in Superfund as well as a backup source of PC DOC services when the PC DOC is not available.

R. CICs will be given training on, and access to, the CERCLIS database, as necessary to properly perform their duties.

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.

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 calendar year 2007 and the first three months of calendar year 2008 or until the reorganization of OPA, as described in the September 5, 2007, notification to the Union, is completed.

B. During the sixty (60) day period before the end of this Supplemental Agreement, either party may request to renegotiate this local Supplemental Agreement. If no request for renegotiation is timely received by the other party, this Supplemental Agreement shall expire. This Supplemental Agreement will continue to be in full-force and effect during subsequent negotiations to permit completion of any proceedings with or before the Federal Mediation and Conciliation Service (FMCS), the Federal Labor Relations Authority (FLRA), or the Federal Service Impasses Panel (FSIP).

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 10-4-07

FOR Management:

Tom Davison
Chief Negotiator,
U.S. EPA Region 5

Date 10-4-07