

Crosswalk Comparing the 2007 Master Collective Bargaining Agreement - MCBA (and Addendums), the 2019 UMAD, and the Proposed 2020 AFGE Contract

These tables highlight significant issues we were able to summarize from the original contract documents and the ratification materials provided by AFGE Council 238. We recommend you review the contracts and ratification documents for further detail.

In accordance with the 2019 EPA/AFGE Settlement Agreement, the negotiations, and therefore any potential changes to the 2019 UMAD, were limited to the following contract articles or portions of articles. All other 2019 UMAD provisions not listed here will remain in the new contract if ratified.

UMAD Article 2. Union Activities and Official Time Article. Sections 1, 2.B-D., 4, 6, 7, and 8.

UMAD Article 3. Use of Agency Facilities Article.

UMAD Article 4. Union Dues Article.

UMAD Article 6. Negotiated Grievance Procedure Article. Section 3.B.

UMAD Article 9. Leave Article. Section 1.A.

UMAD Article 12. Work Schedules Article.

UMAD Article 13. Telework Article. Sections 3 and 5.A.

UMAD Article 14. Duration Article. Sections 2 and 4.

2007 MCBA Article 5. Union Rights and Duties Article.

2007 MCBA Article 8. Employee Rights Article.

2007 MCBA Article 15. Drug Free Workplace Article.

2007 MCBA Article 20. Health and Safety Article.

2007 MCBA Article 27. Awards Article.

2007 MCBA Article 29. Career Ladder Promotions Article.

2007 MCBA Article 33. Position Classification Article.

Portions of two articles were not yet agreed to and will go to *impasse* proceedings. These items will be decided by the Federal Services Impasses Panel (FSIP) unless AFGE and EPA reach an agreement beforehand. The items subject to *impasse* (shaded in tables below) will not prevent the other agreements here from going into effect upon ratification and Agency Head Review.

UMAD Articles Subject to 2020 Negotiations.

UMAD Article 2. Union Activities and Official Time Article.

Subject	2007 MCBA Article 6	2019 UMAD Article 2	Significant Impacts	2020 Negotiated Contract Provision
Official Time Regulations	Not mentioned.	S.1. Refers to 7131(a) FLS, Limits on number of Union representatives.	Limitation on number of Union Representatives.	No change.
Prohibitions on Official Time	Use of official time including attending Union-sponsored training for Union representatives at the local level is appropriate for local level bargaining.	S.2.B-C. Preparing or pursuing grievances or arbitration, cases before the EEOC, and cases before the MSPB is prohibited, though official time can be used by employees to act on their own behalf or to appear as a witness in any grievance proceeding. S.2.D. Union representatives may request paid or unpaid leave to perform representational activities.	<i>Official time</i> used to include when Union officials are paid their normal salary to do things like helping employees with grievances, EEO, or Merit System Protection Board cases. The UMAD completely prohibited these activities by limiting <i>official time</i> to collective bargaining only.	Added that Union representatives allowed official time under Section 7131(c) for proceedings before the Federal Labor Relations Authority. All other items at an <i>impasse</i> . No agreement.
Union Time Rate	Not Mentioned.	S.4. The Union may only use official time hours equal to one hour per bargaining unit employee per year.	New restriction on Official Time.	<i>Impasse</i> . No agreement.
Official Time Requests	At the end of each pay period each Union representative will submit a report of his/her official time to the official timekeeper. The Council President and Vice President are granted 100% official time. Union representatives must inform their supervisor of the need to leave their work station for <i>official time</i> . The supervisor can postpone the activity in the event of a pressing job-related need, but must inform the Union representative or the earliest time they could leave for the <i>official time</i> activity.	S.6. National Union representatives must use official time form through LERD HQ and to the employee's immediate supervisor. Local official time requests must be routed to the local designated authorizing official and to the employee's immediate supervisor. Requests must be made with enough time and information for it to be properly considered. The authorizing official will notify the Union representative and the first-level supervisor of all approved and denied requests. Continuing or ongoing requests must be submitted at least once per pay period.	The new procedure is more formal and gives the supervisor the right to judge the necessity and scope of the <i>official time</i> activity. The new procedure does not require the supervisor to inform the Union representative of the earliest time such a request could be approved.	<i>Impasse</i> . No agreement.
Union Orientation	Not Mentioned.	S.7. Union allowed to participate in new employee orientation.		Moved to <i>Union Rights and Duties</i> Article which was added back to contract.
Union Communication	Not Mentioned.	S.8. Union has right to communicate with bargaining unit.		Moved to other articles that were added back to the contract. Moved to <i>Use of Agency Facilities</i> Article and <i>Union Rights and Duties</i> Article.

UMAD Article 3. Use of Agency Facilities Article.

Subject	2007 MCBA Article 11	2019 UMAD Article 3	Significant Impacts	2020 Negotiated Contract Provision
Vacate Agency Facilities	Not Mentioned	S.1. Within 30 days, vacate all Union offices, meeting spaces and bulletin boards. Leave all agency-provided equipment in working order. Any non-agency equipment must be removed prior to vacating or else it will be discarded at agency's discretion. All keys to offices, spaces and bulletin boards must be returned to local management.	Office space for Union was eliminated, making it very difficult to administer, especially given the high expense of securing comparable space downtown. The old contract did not guarantee this, but did not prohibit it either.	One lockable file cabinet or small closet, for storage only, will be provided for each Agency location within a Local. No other resources to be provided for the exclusive use of the Union.
Use	A matter of local level negotiations.	S.2. All Union websites hosted on agency intranet will be removed, member emails deactivated, and associated phone numbers, conference numbers and mobile phones terminated.	See above.	Reasonable use of e-mail and internal mail service now allowed for information related to Union's role as representative of bargaining unit. Agency intranet page can now provide national and local Union contact info, the collective bargaining agreement, and links to Union websites. Content will be subject to Agency approval. Note: Mass mailings, activities associated with solicitation of membership, electioneering, campaigning, debating Union policy, etc. are prohibited.
Agency Resources	A matter of local level negotiations.	S.3. Prohibition on use of any agency equipment or systems (computers, email accounts, photo copiers, fax machines, scanners, etc.) for Union activity, whether representational or not.	See above.	Reasonable use of such equipment now allowed.
Conference Rooms	A matter of local level negotiations.	S.4. Union permitted to use and reserve conference rooms for Union activities to the same extent as other employees acting on behalf of non-federal organizations with notice to sanctioned official time-authorizing official.	This provision added an extra obstacle to the simple process of reserving a room.	Extra notification to Agency removed. Regular procedures now allowed for reserving a room.

UMAD Article 4. Union Dues Article.

Subject	2007 MCBA Article 10	2019 UMAD Article 4	Significant Impacts	2020 Negotiated Contract Provision
Withholding	S.1.	S.1.	Same.	Switched with Eligibility to S.2. Otherwise no change.
Eligibility	S.2.	S.2.	Same.	Switched with Withholding to S.1. Otherwise no change.
Uniformity of Dues Deductions	Not addressed in 2007 MCBA. Amounts may vary from Local to Local as well as within a Local.	S.3. Amounts of dues withholding shall be consistent across the Agency. AFGE shall provide the Agency with the new dues withholding amounts no later than 30 days	Primary impact is to take away our ability to have progressive dues (dues reflecting salary). This has been somewhat mitigated circumvented by migrating folks to independent electronic payment of Union dues (e-dues).	Completely overturned in new contract. Varying amounts now explicitly allowed under S.3.
Responsibilities of the Union – Regular Dues	Not Mentioned	S.4.A. Submit SF-1187 allotment for only those dues which are the regular and periodic dues required by the Union for that employee. Initiation fees, special assessments, back dues, fines, and similar items are not considered dues and shall not be deducted.	Prohibits actions we may have never taken.	No change to UMAD.
Responsibilities of the Union – Inform members of nature of dues/allotments	S.4.A.	S.4.B. Added that we educate members about how to terminate. Otherwise same as in 2007.	Pushed options for terminating Union membership.	New article does not address member education on dues/allotments.
Responsibilities of the Union –Provide Forms	S.4.B. Provide request and payroll deduction form SF-1187 and cancellation form SF-1188 to members.	S.4.C Provide request and payroll deduction form SF-1187 and cancellation form SF-1188 to members.	Generally same.	New section omits cancellation form.
Responsibilities of the Union – Anniversary Dates		S.4.D. Anniversary Dates listed and provided to Agency.	New tracking requirement. See also <i>Renewing allotment past one year</i> below.	Removed from new contract.
Responsibilities of the Union – Maintaining and processing of 1187s	S.4.C-E.	S.4.E-G.	No real changes – just rearranged.	Rearranged back.
Responsibilities of the Union – Notice to Agency of Changes	S.4.F. Provide written notification concerning changes in the amount of Union allotments.	S.4.H. Provide written notification concerning changes in the amount of Union allotments at least 60 days before the pay period in which the change is requested. Amount of dues withheld cannot be changed more than once per year.	Arbitrary limitation on number of changes allowed.	No change to UMAD.
Agency Responsibilities – Withhold Different Amount of Dues	Not Mentioned.	S.5.B. Withhold a different amount of dues upon certification from the Union’s National President provided that the amount of dues withheld has not been changed during the past 12 months.	Arbitrary limitation on number of changes allowed.	Removed from new contract.

Subject	2007 MCBA Article 10	2019 UMAD Article 4	Significant Impacts	2020 Negotiated Contract Provision
Agency Responsibilities	S.5.E-H. Various provisions for making 1187s available and reporting employee changes that impact dues (promotion, transfer, etc.).	Removed from S.5.	This change eliminated various reporting to the Union of changes in dues collection from employee changes.	No change to UMAD. Provisions remain out.
Revocation of Allotments – Renewing Allotment Past One (1) Year	Not Mentioned.	<p>S.7.A-C. To renew an allotment past the one year, the employee may submit an SF-1187 at any time prior to the 45-day period beginning before the anniversary date of the first deduction, to the official designated by the Union.</p> <p>If the employee does not submit the SF-1187 prior to the 45-day period of his/her anniversary date of the first deduction, the allotment will expire.</p> <p>The Union will forward the certified form SF-1187 to the Agency Human Resources Office for transmittal to the payroll office for processing no later than 30 days prior to his/her anniversary date of the first deduction. If the Union does not submit the SF-1187 prior to the 30-day period of the anniversary date of the employee’s first deduction, the allotment will expire.</p> <p>An SF-1187 that is not received in a timely fashion will be treated as a new request.</p>	Adds automatic expiration of allotment and unnecessary requirements to renew membership with new paperwork.	Removed automatic expiration and renewal requirements from new contract.
Revocation of Allotments – Submitting Revocation Notices (SF-1188)	S.7.D. Revocation notices (SF-1188) not submitted timely during open season will be returned to the employee unprocessed with an explanation.	S.7.D-E. Revocation notices (SF-1188) may be submitted by an employee at any time to the designated Union representative or to the Agency’s Human Resources Office. Union will submit SF-1188’s received to Agency’s Human Resources Office within two work days after being received. The SF-1188 will be held and be effective upon the employee’s next anniversary date.	New submittal requirement.	Removed from new contract.
Reinstatement of Allotment Withholding – Returns to pay status from non-pay status	S.8. Agency will automatically reinstate the allotment withholding at the rate in effect at the time the employee returns to pay status.	S.8. Agency is not responsible for additional dues. Should the Union request to collect dues for the period of non-pay, the Union is solely responsible for collecting the dues from the employee.	Makes Union responsible for collecting during periods of non-pay status.	Added an exception for furlough when employees are paid back-pay, the Agency will also collect back-dues for the Union.
Continuation of Existing Agreements	Employees who have a current dues withholding agreement in effect on the date this Agreement is approved need not execute a new SF-1187 to come under the provisions of this Agreement.	Not mentioned	This requires unnecessary resubmittal of forms to continue Union membership.	The original provision from the 2007 MCBA is reinstated.

UMAD Article 6. Negotiated Grievance Procedure Article.

Subject	2007 MCBA Article 38	2019 UMAD Article 6, S.3.B.	Significant Impacts	2020 Negotiated Contract Provision
Exclusions.	Possibly grievable - not excluded.	1. Written notice of proposed action.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		2. Letters of counseling/warning/instruction.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		3. Performance progress reviews.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		4. Performance improvement plans and the decision to place an employee on a performance improvement plan.	New exclusion from grievance procedure.	Retained as not grievable, but placed important limitations on the exclusion in new contract. Added “(this does not preclude grievances on violations of statutory, regulatory or negotiated requirements for PIPs)”.
		5. A management decision to make or terminate a temporary promotion, detail or reassignment.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		6. The adoption or non-adoption of a suggestion.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		7. Receipt or non-receipt of an honorary or cash award.	This was excluded in the 2007 MCBA, but was subject to negotiation this time.	<i>Impasse.</i>
		8. The non-renewal or non-extension of a temporary employee, termination of a temporary appointment due to reduction in force or any other termination of the appointment of a temporary employee.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		9. Separation of a term or trial or excepted service employee.	New exclusion from grievance procedure.	Retained as not grievable, but removed “excepted service employee” from exclusion in new contract.
		10. Non-selection for promotion.	New exclusion from grievance procedure.	Retained as not grievable, but placed important limitations on the exclusion in new contract. Added “(this does not preclude grievances pertaining to violations of prohibited personnel practices)”.
		11. Removal of probationary employee during probationary period.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		12. Removal of an employee pursuant to Title 5, U.S.C., Chapter 75, and the implementing regulations at Part 752 of Title 5, Code of Federal Regulations (C.F.R.).	New exclusion from grievance procedure.	<i>Impasse.</i>
		13. Removal of an employee pursuant to Title 5, U.S.C., Chapter 43.	New exclusion from grievance procedure.	<i>Impasse.</i>
		14. The content of published Agency-wide policy, except where it conflicts with this Agreement, law, or governmentwide regulations.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		15. Adverse personnel action (as enumerated in Section 7512 of Chapter 75 of Title 5, United States Code) taken against probationary,	New exclusion from grievance procedure.	Retained as not grievable, but removed “excepted service employees” from exclusion in new contract.

Subject	2007 MCBA Article 38	2019 UMAD Article 6, S.3.B.	Significant Impacts	2020 Negotiated Contract Provision
		temporary or excepted service employees, except where appeal rights to the Merit Systems Protection Board exist under Chapter 75 or 43 of Title 5, U.S.C.		
		16. Adjudication of claims the jurisdiction over which is reserved by Statute and/or regulation to another department, such as, but not limited to, Department of Labor determinations on workers compensation.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		17. Claims alleging violations of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et. Seq.	New exclusion from grievance procedure.	Removed from new contract.
		18. Actions taken by the Agency required by lawful court orders (e.g., garnishment of wages for indebtedness or child support) or actions that can be adjudicated in an alternate venue (e.g. overpayment actions) which can be adjudicated through the Agency's Office of Hearing and Appeals.	New exclusion from grievance procedure.	Retained as not grievable, but removed clause excluding decisions made by EPA's Office of Hearing and Appeals.
		19. Reduction in Force (RIF) actions.	New exclusion from grievance procedure.	Retained as not grievable, but added an important limitation on the exclusion. Added "(this does not preclude grievances on violations of statutory, regulatory or negotiated requirements for RIFs)."
		20. Actions taken by the Agency during an emergency, including emergency furloughs.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		21. Decisions regarding performance awards, on the spot awards or any other types of awards.	New exclusion from grievance procedure.	<i>Impasse.</i>
		22. Decisions regarding incentive pay. Incentive pay means cash awards; quality step increases; or recruitment, retention, or relocation payments.	New exclusion from grievance procedure.	<i>Impasse.</i>
		23. Disputes regarding the grant or denial of official time or leave without pay (LWOP) related to Union activities.	New exclusion from grievance procedure.	Removed from new contract.
		24. Determination of an employee's performance rating.	New exclusion from grievance procedure.	Retained as not grievable in new contract with slightly modified language. Changed to "The assignment of performance ratings of record."
		25. Performance-based actions under another statutory procedure.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		26. Disciplinary or adverse actions appealed under another statutory procedure.	New exclusion from grievance procedure.	Retained as not grievable in new contract.
		27. Decisions regarding telework.	New exclusion from grievance procedure.	Removed from new contract.
		28. Decisions regarding work schedules.	New exclusion from grievance procedure.	Removed from new contract.
		29. Disputes on whether these exclusions apply to a particular grievance.	New exclusion from grievance procedure.	Removed from new contract.
		30. Matters already disputed in an employee formal equal employment opportunity (EEO) complaint.	New exclusion from grievance procedure.	Retained as not grievable in new contract.

UMAD Article 9. Leave Article.

Subject	2007 MCBA Article 25	2019 UMAD Article 9, S.1.A.	Significant Impacts	2020 Negotiated Contract Provision
Leave Notification	<p>Notification: ASAP but no later than 2 hours after beginning of shift. If absent longer than day, EE will indicate return to duty date.</p> <p>For emergency A/L, employee must notify supervisor/designee ASAP but no later than 2 hours after the scheduled start of duty unless circumstances prevent it, or as soon as practicable. If employee cannot make the request, must cause supervisor to be notified.</p>	<p>All leave must be approved before scheduled start of duty unless emergency. (Section 1-A)</p> <p>If emergency – employee must notify supervisor no later than start of duty unless employee totally incapacitated and unable to communicate, or take proactive steps to ensure notification occurs. (Section 1- A)</p> <p>If supervisor unavailable – must notify designee or high-level manager. (Section 1-A)</p> <p>If out more than one day – indicate anticipated date of return. (Section 1-A)</p>	<p>Notification timing reduced to on or before start of duty instead of within 2 hours, and only then for emergency.</p> <p>Added date of return requirement.</p> <p>Added requirement to update out of office e-mail and v-mail announcements without consideration of incapacitation or feasibility.</p>	<p>Changes “notify . . . as soon as possible” to “notify . . . as soon as practicable.” Adds caveat for <i>extenuating circumstance</i> as to why you might not be able to notify your supervisor on-time.</p> <p>Extenuating circumstances are broadened from total incapacitation and inability to communicate to include hospitalization, immobilization, and major transportation and weather-related issues. The language also allows other possible scenarios not delineated.</p>

UMAD Article 12. Work Schedules Article.

Subject	2007 MCBA Article 23 and 2005 Local 704 Supplemental Local Agreement (Maxiflex)	2019 UMAD Article 12	Significant Impacts	2020 Negotiated Contract Provision
Purpose and Background	S.1 Purpose	removed		Affirmation of the purpose of flexible work schedules and references to appropriate laws added back to article.
Definitions	S.2. Definitions	S.1. Definitions Added unique definitions for <i>fixed work schedule, flexible work schedule, maxiflex, flexible hours, overtime, tour of duty, work day, approved work schedule.</i>	Added detailed definitions.	Removed these as unique definitions. These terms are used within other sections as terms easily understood without special definitions.
Work Schedule Approval/Disapproval/Modification	S.7.A.	S.2 Management Work Schedule Decisions. Supervisor's responsibilities changed to include numerous restrictions on employee's ability to use flexible schedules that were not in the original Local 704 Supplemental Maxiflex Agreement.	Management work schedule decisions are not reviewable or subject to grievance.	Work schedule decisions are now reviewable and subject to partially agreed upon Grievance Procedure.
			Restrictions on applicability based on Supervisor judgement of critical nature of job.	Removed from contract.
			Supervisor can unilaterally change work schedule for training or travel.	This provision is now softened to a collaboration between employee and supervisor.
			No provision for advance notice of changes to employee.	Changes now made cooperatively between employee and supervisor.
			Supervisor must approve or deny adjustments of more than 30 minutes to maxiflex schedule.	The requirement for supervisory approval/denial has been raised to adjustments of more than 1 hour .
Employee Responsibilities	S.7.B.	S.3 Employee Responsibilities	The requirements here were less complicated than as described in the original maxiflex agreement.	Requirement for employees to maintain the quality and quantity of work and to attend meetings or events in person that was in the original maxiflex agreement was added back to the contract. A new provision for requiring employees to maintain their work schedule on the Agency's electronic calendar was added as well as a provision to indicate free/busy time to all staff and clients.

Subject	2007 MCBA Article 23 and 2005 Local 704 Supplemental Local Agreement (Maxiflex)	2019 UMAD Article 12	Significant Impacts	2020 Negotiated Contract Provision
<p>Note: For further contract provisions of the Work Schedules Article, a structured comparison of the original 2005 Local 704 Supplemental Agreement to the 2019 UMAD and the newly negotiated provisions is particularly difficult as the format, outline, and structure of all three are substantially different.</p>				
<p>For the remainder of the Work Schedules Article, this table will attempt to capture significant changes with less emphasis on where in the article the provision occurs. We recommend you review the documents for further detail.</p>				
Types of Work Schedules and General Requirements	Lunch period not defined.	S.4 Types of Work Schedules and General Requirements Added 10:30 – 1:30 restriction on lunch period not exceed 1-hour.	Restricted time period and duration available for lunch.	Opened lunch period to 10:00 – 2:00. Retained 1-hour limit.
	Work schedules will be maintained for at least 6 pay periods (roughly one quarter) unless Supervisor and Employee agree to change within a shorter time span.	Employee-requested schedule changes (besides maxiflex period to period changes) restricted to once a quarter. Management initiated schedule changes are unrestricted.	Restrictions on schedule changes.	Retained in new agreement.
	No specified minimum number of days to report in-person to duty station.	Required to report in-person to duty station a minimum of 4 days per week . Maxiflex- and compressed-days off plus telework days count as days away.	Eliminates possibility for 2 regular telework days per week for all. Eliminates telework entirely for employees with 4-10 compressed schedules.	Modified to report in-person to duty station a minimum of 3 days per week . This restores 2-telework days per week for most maxiflex employees and restores 1 telework day per week for employees with 4-10 compressed schedules.
Work schedule period.	Standard (straight 8) 6:00 am – 6:00pm Compressed 6:00 am – 6:00 pm Flexible work 6:00 am – 6:00 pm Maxiflex 5:30 am – 7:30 pm	All schedules 6:00 am – 6:00 pm.	Shortened work window for maxiflex employees by 2 hours.	Modified work window expanded for maxiflex schedules to 6:00 am – 7:00 pm.
	In cases of specific mission need, maxiflex employees could work as late as 9:30pm with prior approval.	Credit hours may be earned outside of the normal tour of duty (6:00 am – 6:00 pm), with supervisory approval.	Similar provisions.	Exception retained in the new contract.
	Maxiflex allowed up to 10 hours per day without prior approval and up to 11.25 hours with permission.	Maxiflex restricted to a maximum of 10 hours per day.	These restrictions vastly complicated setting maxiflex schedules and attesting time entry in Agency systems. This meant that credit hours often could not be attested as having occurred on the same day in both systems forcing employees to make false assertions.	Agency time entry systems apparently have been updated to allow daily credit hour entries without meeting the first 80 hours logged.
	No limitations on earning credit hours other than the daily limits of 10 to 11.25 hours total.	Maxiflex also restricted to 2 hours per day to earn credit hours and 10 credit hours earned per pay period. These limits can be varied with supervisor approval but instances are supposed to be rare.		The new contract does not otherwise change these UMAD provisions.
	Credit hours cannot be earned until the first 80 hours are recorded.	Credit hours are assigned daily regardless of whether the first 80 hours have been logged.		
	Core hours 9:30 am – 2:30 pm	Core hours 9:30 am – 3:00 pm	Lengthened core hours by 30 minutes.	Reduced core hours back to original limits. 9:30 am – 2:30 pm.

Subject	2007 MCBA Article 23 and 2005 Local 704 Supplemental Local Agreement (Maxiflex)	2019 UMAD Article 12	Significant Impacts	2020 Negotiated Contract Provision
		Core hours must be accounted for through duty time, use of leave, or use of accrued credit hours.	This requirement forced some to modify their maxiflex hours or add leave to account for core hours on the last scheduled day of tour of duty when only a partial day was needed to achieve 80-hours.	A new provision added to contract to make an exception for the last day of a scheduled tour of duty. Provided the 3-day per week in-office requirement is met, employees with less than 5 hours remaining on their last day of a scheduled tour of duty may work outside of core hours and for less than the 5 total core hours to complete their pay period.
Work schedule documentation	<p>Proposed schedules:</p> <p>Provide a proposed work schedule in advance of pay period and possibly as early as the Wednesday prior.</p> <p>Recording actual daily hours:</p> <p>Provide a signed Final Maxiflex/4-10 Work Record first day back in office of new pay period.</p>	<p>Proposed schedules:</p> <p>Maxiflex Pay Period Time Sheet to be submitted in advance pursuant to their Supervisor's designated deadline.</p> <p>Recording actual daily hours:</p> <p>To be completed daily on the Maxiflex Pay Period Time Sheet or by another method directed by the Supervisor (such as a contemporaneous email).</p>	<p>Acceptance of a proposed schedule on People Plus by some Supervisors streamlined this process.</p> <p>However, the original requirements are essentially the same.</p>	<p>New article adds a provision for a <i>Standing Proposed Schedule</i>. If your typical Maxiflex schedule has limited variability, a standard schedule could be submitted once and essentially rolled-over to each new pay period. Any expected changes must occur within the flexibility allowed (up to 1-hour changes without prior approval). Any expected additional variation would require a submittal of the proposed Maxiflex Pay Period Time Sheet for that pay period in advance.</p> <p>Recording of actual time is the same as in the UMAD.</p>
Breaktimes	<p>Article 23, S.3. Breaktimes</p> <p>Provisions for two 15-minute breaks for each 4-hour tour of duty included.</p>	Not mentioned.	UMAD missing allowed 15-minute breaks.	This provision was restored to the new contract.
Management notice of change in tour of duty	S.4. 2-week notice to employees for change in tour of duty	Not addressed.	Employee might not have the ability to make arrangements to accommodate the change without notice.	<p>New contract adds the following provisions:</p> <p>Changes to permissions for alternative work schedules (excluding the flexibilities provided in maxiflex) cannot be imposed in the middle of a pay period.</p> <p>Decisions to be removed from an alternative work schedule will "normally" be preceded by at least one administrative work week notice.</p>

UMAD Article 13. Telework Article.

Subject	2007 MCBA Article 22 (1998 Flexiplace Agreement and 2002 Clarification)	2019 UMAD Article 13	Significant Impacts	2020 Negotiated Contract Provision
Supervisor Telework Decisions	S.IV.A.	S.3. Supervisors have unreviewable non-grievable discretion to make all telework decisions. Formalizes annual recertification.	This appears to remove any responsibility for management to make telework decisions based upon the criteria in the 1998 and 2002 agreement. Also takes away ability for these decisions to be reviewable or grievable.	Added statement that “:no requests for telework will be unreasonably denied.” Removed prohibition on whether telework decisions can be grieved and specifically added telework to the draft negotiated grievance procedure.
Types of Telework	S.III.B.	S.5. Telework limited to 1 day per week. Overall requirement to report in-person to duty station 4 days per week. Employees on 4-10 schedule cannot telework.	This is half of the previous agreement. New requirement. This reduces most maxiflex participants to no more than 1 day per week telework and eliminates telework for employees on a 4-10 schedule.	Increased the overall requirement to report in-person to the duty station to a minimum of 3 days per week. This restores most maxiflex participants to a possible 2 days per week and restores a possible 1 day of telework to employees on a 4-10 schedule. New contract language also affirms that holidays, paid leave, and official travel do not count as a day away for the purposes of this requirement.

UMAD Article 14. Duration Article.

Subject	2007 MCBA Article	2019 UMAD Article	Significant Impacts	2020 Negotiated Contract Provision
Duration	S.1. In effect 3 years; 1-year automatic extensions	S.2. Duration is 7 years and renewed from year to year automatically.	Much longer time to comply with a single contract.	New article reduces overall duration to 5 years.
Reopening	S.2. May reopen 6 articles 18 months into the contract if requested by either party.	S.1.A. Both parties must agree to open the agreement. If one party does not agree, nothing gets renegotiated for the duration.	No provision for reopening or mid-term renegotiation.	Up to 2 articles indicated by either party (for up to 4 total articles) may be renegotiated within a 2-year period beginning 2 years into the contract. This means additional contract provisions can be reopened within just 2 years of the start of this contract.
Ground Rules for New MCBA	Not Mentioned.	UMAD imposed specific ground rules for negotiations for future bargaining agreements.	This unnecessarily restrict procedures and prevents them from allowing for unforeseen conditions. For example, the ground rules for this last round of negotiations did not anticipate the pandemic and its impact on work locations and conduct.	Restrictions on ground rules were removed from the new article.

Articles from 2007 MCBA Not Included in the UMAD Subject to 2020 Negotiations.

2007 MCBA Article 5. Union Rights and Duties Article.

Subject	2007 MCBA Article 5	Significant Impacts	2020 Negotiated Contract Provision
Various Union Rights	<ul style="list-style-type: none"> • Rights to be protected from restraint, interference, coercion, or discrimination, etc. re: Union activities • Rights to participate in Union. • Requirements for Agency to furnish certain data to Union • Union’s responsibility to all bargaining unit members • Rights to Union representation at formal proceedings about employees • Union participation in new employee orientation Rights to communicate with Bargaining Unit Employees	All of these rights were removed from the UMAD.	All of these rights were restored as a result of negotiation.
Personnel Policy	Agency must provide a copy of any changes to EPA Orders, Directives, Manuals, and issuances relating to personnel policies, practices, procedures and matters affecting working conditions of the bargaining unit employees.	This is not in the UMAD.	Not restored to new contract.
Types of communication	Union right to communicate either orally or in writing to Agency.	This is not in the UMAD.	Not restored to new contract.

2007 MCBA Article 8. Employee Rights Article.

Subject	2007 MCBA Article 8	Significant Impacts	2020 Negotiated Contract Provision
Respect and non-discrimination	Right to treatment with mutual respect, prohibited discriminatory practices, prohibited harassment, right to union activity.	All of these rights were absent in the UMAD. These rights form the core of a fair contract.	All of these rights were restored to the proposed contract.
Union Membership	Right to join and/or assist labor organization.		
Privacy	Including but not limited to right to private lives, personal welfare, and personal beliefs without interference.		
Merit System Principles	Including but not limited to recruitment based on relative ability, knowledge, skills, and a fair and open competition, with equal opportunity and equal pay (for work of equal value). Employees should be used effectively, be provided training, and protected against arbitrary action, favoritism, and reprisals for lawful disclosures.		
Prohibited Personnel Practices	Numerous prohibitions delineated.		
Addition Principles	Various other principles delineated, rights to resign or retire, issues regarding personal property, warrants, recording of conversations, etc.		
Obtaining Information	Employee right to discuss issues with Union.		
Representation	In matters negotiated under the Grievance Procedures Article, employees to be represented by the Union.		
Access to Documentation	Employees have access to their records.		
Participation in Voluntary Activities	Right to participate or decline voluntary Agency activities.		
Debt Collection	Requirements to collect debt, such as garnishment for child support or alimony will be held in confidence.		
Proper Payment	Right to correct payment and procedures in case of overpayment.		
Notice of Benefits	Notice for TSP, FEHB, FGLI open seasons and any discontinued services by a FEHB provider. Access to FEHB provider brochures.		

2007 MCBA Article 15. Drug Free Workplace Article.

Subject	2007 MCBA Article 15	Significant Impacts	2020 Negotiated Contract Provision
Purpose	Reference to appropriate laws and executive orders.	Entire article missing from UMAD. Not apparent if any procedures or limitations apply.	Purpose restored.
Agency Responsibilities	Not included.		Added conditions.
Employee Responsibilities	Not included.		Added conditions.
Random Testing	Delineated provisions for fairly implementing a drug free workplace.		Provisions and rights restored to the negotiated contract. Provides for counseling for employees and families at no cost. Protects employees who self-report.
Reasonable Suspicion Testing			
Methods and Procedures for Testing			
Confidentiality and Safeguarding Information			
Counseling and Rehabilitation			

2007 MCBA Article 20. Health and Safety Article.

Subject	2007 MCBA Article 20	Significant Impacts	2020 Negotiated Contract Provision
Joint concern for Health and Safety	Including providing any needed PPE.	The entire article was omitted in the UMAD.	The entire article was restored to the negotiated contract.
Employee Responsibilities	Comply with rules, regulations, and orders, use PPE, etc..		
Immunizations	Right to participate in immunization programs if offered.		
Local level health and safety committees.	Union representation on committee.		
National level health and safety committee.	Union representation on committee.		
Agency health and safety contacts.	Names and locations provided to Union.		
Union representative training.	Training offered to Union health and safety committee representatives is same as other members of committee.		
SDSs	Right to access SDSs.		
Non-routine health and safety inspections.	Union notified and allowed to accompany inspection.		
Safe workplace.	Employees have right to safe work space or telework in the event of unsafe conditions.		
Field Federal Safety Council.	Union participation allowed and official time requested.		
Medical monitoring exams.	Employees may volunteer for extra exams provided all mandatory exams conducted.		
Job related incidents.	Agency requires with all notifications and reporting.		
Indoor Air Quality Testing	Reports of testing furnished to Union.		
General physical exams	Offered to employees where available.		
Union-Management Safety and Health Committees	Union representation on committee.		
Health and Safety Inspection Reports	Union access to reports.		

2007 MCBA Article 27. Awards Article.

Subject	2007 MCBA Article 27	Significant Impacts	2020 Negotiated Contract Provision
EPA Awards Board.	Union representation on board.	Union participation on awards boards only if required by statute.	The provisions of the entire article restored to the negotiated contract. The requirements add transparency to the Awards process.
Local EPA Awards Board.	Union representation on board.	Local authorities no longer specifically authorized to negotiate the establishment of local awards boards (please contact LERD HQ for further determinations on this issue).	
Awards Budget.	Amount and allocation of awards budget provided to Union.	The entire article was omitted from the UMAD.	
Peer Awards.	Specific requirements.		
Awards information.	Awards information including recipient names, award types, and dollar amounts provided to Union on a quarterly basis and published annually.		

2007 MCBA Article 29. Career Ladder Promotions Article.

Subject	2007 MCBA Article 29	Significant Impacts	2020 Negotiated Contract Provision
Opportunity	Reasonable opportunity to reach full ladder potential. Supervisors must discuss job requirements and expectations to reach next higher level.	This entire article was omitted from the UMAD.	This article was restored to the negotiated contract to ensure fair and timely access to career-ladder promotions.
Employee Requirements	Employee must demonstrate ability, current “fully successful” ratings or higher, and minimum waiting periods observed (time-in-grade).		
Promotion Decisions	Promotion decisions must be made in a timely manner at the time time-in-grade and any other legal requirement.		
Feedback	Supervisor must provide feedback about employee’s performance regarding career-ladder periodically and no less than at the mid-year and end-of-year reviews.		
Counseling	Supervisors must provide counseling to employees regarding areas needing improvement for employees who did not meet the criteria for promotion.		

2007 MCBA Article 33. Position Classification Article.

Subject	2007 MCBA Article 33	Significant Impacts	2020 Negotiated Contract Provision
Position Description	Supervisors must provide employees with a current position description reflecting their principle duties and responsibilities soon after assignment to position.	This entire article was omitted from the UMAD.	This article was restored to the negotiated contract to promote transparent descriptions of duties and responsibilities and provide notification of potential changes.
Notification Rights	Agency must inform Union of changes to a position description. This includes when the Agency intends to transfer, consolidate, authorize, or abolish an organization as part of reorganization. This includes when the Agency establishes new positions and/or is making changes to the duties and responsibilities of bargaining unit positions.		