

Summary of Proposed Bargained Contract Articles

- (!) 2019 UMAD Articles AFGE sought to change
- (+) Improvements AFGE obtained in the proposed Bargained Contract
- (-) Changes AFGE could not obtain
- (?) Portions of Articles headed to Impasse Proceedings and not part of Ratification

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

(!) The 2019 UMAD severely limited use of Official Time (time Union Representatives can be officially paid to conduct certain Union activities), added restrictions on the amount of Official Time available, and instituted a more formal procedure giving the Agency the right to judge the necessity and scope of the Official Time activity. The 2019 UMAD also dropped into this article a few Union rights from Articles they otherwise completely eliminated.

(+) The proposed Bargained Contract adds that Official Time be allowed for certain proceedings under Section 7131(c) before the Federal Labor Relations Authority. The two Union rights (participation in new employee orientation and communication with the bargaining unit) were moved to other restored Articles of the proposed Bargained Contract.

(?) All other disputes in this Article, including almost all of the prohibitions on Official Time, the amount of Official Time available, and the procedure for Official Time approval were not agreed upon by either party and are to be carried forward to *Impasse* proceedings. As such, these provisions are not part of the ratification package.

UMAD Article 3 -- Use of Agency Facilities Article

(!) The 2019 UMAD stripped AFGE of agency office space, telephone, computer, email, bulletin boards and other equipment.

(+) The proposed Bargained Contract would allow AFGE reasonable use of conference/meeting rooms, Agency internal mail services, Agency email for certain communications, copiers, computers, telephones, bulletin boards, Agency intranet page for certain postings, and a lockable file cabinet or a small closet for storage.

(-) The proposed Bargained Contract would not restore AFGE office space and would prohibits mass mailings and using Agency facilities for solicitation of Membership.

UMAD Article 4 -- Union Dues Article

(!) The 2019 UMAD eliminated progressive dues structure across paygrades, imposed consistent dues amount across all AFGE Locals, and imposed cumbersome paperwork requirements for renewing Membership.

(+) The proposed Bargained Contract would restore Local authority to set their dues structure and amounts, remove unnecessary Membership renewal paperwork and require the Agency to collect respective back-dues after back-paid furloughs.

(-) The proposed Bargained Contract would not restore some minor parts of the 2007 Bargained Contract regarding displaying Membership recruitment flyers, and Agency notification to the Union of employee change of status for dues collection.

UMAD Article 6 – Negotiated Grievance Procedure (Section 3B Only)

(!) The 2019 UMAD imposed a long list of prohibitions on subjects we could object to under the Negotiated Grievance Procedure. All sorts of actions against employees regarding discipline, performance reviews, awards, promotion, probationary periods, removal, violations of Fair Labor Standards act, court orders, reduction in force (RIF), emergency actions, incentive pay, official time approval, telework, and work schedules were prohibited from the grievance procedure.

(+) The proposed Bargained Contract restored grievance rights for alleged violations of the Fair Labor Relations Act, disputes involving the granting or denial of Official Time for the Union, telework decisions, and work schedule decisions (such as maxiflex).

(?) Prohibitions on grievances involving the receipt or non-receipt of an honorary or cash award, the removal of an employee under several provisions of Title 5 Chapters 43 and 75, decisions regarding performance awards, and decisions regarding incentive pay were not agreed upon by either party and are to be carried forward to *Impasse* proceedings. As such, these provisions are not part of the ratification package.

(-) The remaining prohibitions to the grievance procedures were retained in the proposed Bargained Contract.

UMAD Article 9 -- Leave Article (Section 1A Only)

(!) The 2019 UMAD reduced the time by which the employees have to notify their supervisors of the need to take leave from within 2 hours of the beginning of the shift to no later than start of duty. The 2019 UMAD excused this requirement if employee notifies as soon as possible when employee is totally incapacitated and unable to communicate.

(+) The proposed Bargained Contract changed the notification requirement to as soon as “practicable” and expanded the circumstances excused to include hospitalization, immobilization, major transportation and weather-related issues and other possible scenarios not delineated.

(-) The proposed Bargained Contract does not restore the 2-hour grace period for notification.

UMAD Article 12 -- Work Schedules Article

(!) The 2019 UMAD required that employees report in-person to their duty station at least 4 days per week – reducing telework days per week to 1 for most employees and eliminating telework for employees on a 4-10 schedule.

(+) The proposed Bargained Contract reduced the number of days that employees are required to report in-person to their duty stations to 3 days per week, restoring 2-telework days per week for most maxiflex employees and restoring 1 telework day per week for employees with 4-10 compressed schedules.

(!) The 2019 UMAD added new unnecessary definitions, made work schedule decisions unreviewable or grievable, made schedule changes unannounced and at supervisory discretion, reduced maxiflex adjustments without approval to 30 minutes or less.

(+) The proposed Bargained Contract removed unnecessary definitions, made work schedule decisions reviewable and grievable, required that changes to work schedules be made cooperatively, and returned the requirement for maxiflex adjustments without approval to 1 hour or less.

(!) The 2019 UMAD also restricted the allowed lunch period (to 10:30am – 1:30pm), reduced the work period for maxiflex users by 2 hours (5:30am-7:30pm to 6:00am-6:00pm). No work could normally be scheduled after 6:00pm. Core hours were extended to 3:00pm. Overall daily limits for total work was reduced from 10 hours (without approval) and 11.25 hours (with

approval) to 10 hours plus 2 credit hours earned. The 2019 UMAD required that credit hours be assigned daily and not recorded after the first 80 hours logged.

(+) The proposed Bargained Contract expanded the lunch period (10:00am to 2:00pm) and maxiflex work period (to 7:00pm). Core hours were cut back to 2:30pm. The proposed Bargained Contract added a maxiflex provision for a *Standing Proposed Schedule* that could be submitted once and rolled-over each pay period in-lieu of resubmitting a new schedule each pay period, however, the requirements to record your actual daily hours remains.

(!) The 2019 UMAD forced some employees to modify their maxiflex hours or add leave to account for all core hours on the last day of their pay period. The 2019 UMAD also removed mention of allowed breaktimes for 4-hour periods of work and notification requirements for supervisors for changes to tour of duty.

(+) The proposed Bargained Contract added a new exception to core hours for the last day of a scheduled tour of duty in a pay period so that work or leave could be completed outside of core hours or for less than the 5-hour core minimum. Allowed breaktimes were added back in and restrictions on schedule changes were added to give employees notice of changes.

UMAD Article 13 -- Telework Article (Sections 3 and 5A Only)

(!) The 2019 UMAD made supervisory telework decisions unreviewable and excluded from the negotiated grievance procedure. The 2019 UMAD also restricted telework to 1 day per week by implementing a 4-day per week minimum requirement to report to duty station in-person.

(+) The proposed Bargained Contract restores supervisory telework decisions to the negotiated grievance procedure and reduces the minimum requirement to report in-person to the duty station to 3 days per week. This allows most maxiflex employees to work 2 telework days per week and restore 1 day per week to employees on a 4-10 schedule. The proposed Bargained Contract 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 (Sections 2 and 4 Only)

(!) The 2019 UMAD extends the duration of the contract to 7 years with no provision to reopen elements of this contract mid-term. The 2019 UMAD also imposed ground rules for negotiation for the next contract.

(+) The proposed Bargained Contract reduced the overall duration to 5 years and added a provision that up to 2 articles of this contract can be selected by either EPA or AFGE (for a maximum 4 articles) for renegotiation after the first 2 years of the contract. The pre-determined ground rules were also removed from the proposed Bargained Contract.

2007 MCBA Article 5 -- Union Rights and Duties Article

(!) The 2019 UMAD eliminated specific contract provisions guaranteeing the rights of employees to participate in the Union and rights of the Union for proper representation.

(+) The proposed Bargained Contract restores these rights to the contract.

2007 MCBA Article 8 -- Employee Rights Article

(!) The 2019 UMAD eliminated specific contract rights protecting employees from disrespect, discriminatory and other prohibited personnel practices. The 2019 UMAD eliminated explicit employee rights to join a union, maintain privacy, be evaluated under merit principles, union representation, access to documentation, participation in voluntary activities, and notification of access to benefits.

(+) The proposed Bargained Contract restores all of these rights to the contract.

2007 MCBA Article 15 -- Drug Free Workplace Article

(!) The 2019 UMAD eliminated all requirements for fair implementation of a drug free workplace, including procedures for notice and valid testing. These requirements include confidentiality and safeguarding of information.

(+) The proposed Bargained Contract restores all of these requirements and adds descriptions of Agency and Employee Responsibilities and a provision for counseling for employees and families at no cost. The new provisions also affirm that the Agency is not required to discipline an employee who self-reports a problem.

2007 MCBA Article 20 -- Health and Safety Article

(!) The 2019 UMAD eliminated the article addressing health and safety. These include provisions for providing any necessary PPE to employees, the right to participate in any offered immunization programs, Union representation on health and safety committees, access to SDSs,

Union participation in safety inspections, and the right to a safe workplace. The 2019 UMAD also eliminated specific provisions giving the Union access to any health and safety reports and any reports of indoor air quality tests.

(+) The proposed Bargained Contract restores all of these rights and requirements.

2007 MCBA Article 27 -- Awards Article

(!) The 2019 UMAD stripped the entire Awards article from the Contract.

(+) The proposed Bargained Contract would allow the restoration of the Awards Article. This article restoration provides transparency including inviting an AFGE Representative if Regions establish a local Awards Board, and the Agency must publish amounts and allocation of Awards.

2007 MCBA Article 29 -- Career Ladder Promotions Article

(!) The 2019 UMAD stripped the entire Career Ladder Promotions article from the Contract.

(+) The proposed Bargained Contract would allow the restoration of the Career Ladder Promotions Article. This article restoration provides fair and timely access to career ladder promotions. It requires Supervisors to discuss job requirements and expectations with employees, and to provide timely decisions and feedback to employees.

2007 MCBA Article 33 -- Position Classification Article

(!) The 2019 UMAD stripped the entire Article from the Contract.

(+) The proposed Bargained Contract would restore the Article to promote transparent descriptions of duties and responsibilities, and require the Agency to notify the Union of potential changes.