



# NATIONAL FEDERATION OF FEDERAL EMPLOYEES

SERVING FEDERAL EMPLOYEES AND THE NATION... SINCE 1917

Local 2050

February 5, 1985

## CONTRACT NEWS

The Agency has proposed a "traditional" labor contract between EPA and its professional employees, modeled on the one recently signed by AFGE and the Agency.

Consistent with what we've been telling you about NFFE Local 2050 as a non-traditional labor organization, we are now drafting a contract proposal whose innovative features are outlined below. By mid-February the draft will be available for comment by EPA professional employees. Submitted comments will be duly considered, and conflicting viewpoints will be resolved in favor of the views of the dues paying membership. A final draft will then be sent to the members of the Local for final review and a vote at an open meeting, targeted for mid-March. The approved document will be the Union proposal when formal negotiations begin with Agency management in April.

Here is a summary of the existing Draft contract:

Article I, the preamble, says that Agency management and staff are both dedicated to fulfilling the Congressional mandate to protect public health and the environment. It notes that fulfilling the mandate requires: 1) cooperation and mutual respect between staff and management, 2) high levels of professional skill, programs to maintain these skills, and working conditions conducive to professional level work, and 3) open communication among staff, management, Congress and the public. Quoting the Civil Service Reform Act, the preamble concludes, "the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government." Our contract proposal is based on this premise.

Article 2 is a proposal for cooperative management in which we propose to set up a joint steering committee with management aimed at establishing Quality Circles, similar to those now operating in industries and public organizations around the world. Quality circle membership would include elected union representatives and appropriate levels of management. Meetings would be held as frequently as appropriate to the management level involved.

Article 3 addresses professional development. We propose to establish an organization, provisionally named the Professional Community of EPA (PCE), to which all staff could belong. PCE's purposes would be to promote professional development of and communication among the staff, sponsor seminars, symposia, etc., help define professional consensus on issues of interest to the members of its functional chapters (e.g. law, biotechnology, statistics), and to recognize excellence among colleagues in EPA. We also propose Agency funding for academic leave for a percentage of the professional staff each year and establishment of a Training Institute at Headquarters at which senior professionals could teach courses. And we propose a policy allowing professionals to pursue pro-

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professional development activities (e.g. writing, studying, teaching at the Training Institute) for a stated fraction of their on-duty time.

Article 4 sets out the kinds of activities for which official time is granted for union representational work, such as investigation, preparation and presentation of grievances and arbitration; representation of employees during disciplinary actions; preparation for negotiations and official meetings with management.

Article 5 defines the items that would be negotiable under the contract. These include exercise of a management right that may create a substantial adverse impact on employees, or implementation of a change in policy or conditions of employment.

A detailed grievance procedure is presented in Article 6. Representation by a Union officer is required, if requested by the employee, and a three-step process is outlined, with resort to outside arbitration retained as a final appeal step.

Article 7 sets out the conditions and terms under which disputes would be referred to arbitration and the means for paying an arbitrator.

In Article 8 are given procedures that management will follow in disciplinary or adverse actions against an employee. The appeals process available to employees under such circumstances are detailed.

Articles 9, 10, 11 and 12 cover, respectively, the office and other facilities made available to the Union in order to operate, proposals on a new employee orientation program, the relationship between the Union and the Agency in the Employee Assistance Program, and proposals covering physical working conditions.

Other items requiring attention which have not yet been drafted include leave policy, day care, RIF procedures for competitive- and excepted-service employees, merit promotion policy, performance standards, employee evaluation of supervisors and "contracting out". We need help drafting these proposals!!

We expect the contract to have a three-year term.

If you want to have an impact on its content----now is the time.

Contact any of the following Union members: Mark Antell, Bob Carton, Bill Coniglio or Lois Dicker.

**NFFE LOCAL 2050 IS YOUR UNION. TOGETHER, WE CAN MAKE OF IT WHATEVER WE HAVE THE WILL AND THE RESOURCES TO MAKE. BRING YOUR TIME AND MONEY TO THIS INVESTMENT IN OUR FUTURE.**