

**AGREEMENT**

**Background** On June 19, 1992 the Federal Labor Relations Authority issued a decision on a negotiability appeal filed by National Federation of Federal Employees Local 2050 concerning official time.

At issue was a proposal by the union to use official time:

A. "To pursue other representational activities that protect the right of EPA Headquarters professional employees to organize, bargain collectively and participate through the Union in decisions which affect them, and that facilitate and encourage the amicable settlement of disputes between employees and managers, contribute to effective conduct of public business, and safeguard the public interest; and

B. "To respond to parties, including journalistic media and members of the general public, who make inquiries of the Union about issues affecting the terms and conditions of employment of the bargaining unit."

The Authority found that both the above proposals were negotiable.

**Agreement** Headquarters, U.S. Environmental Protection Agency (the Agency) and National Federation of Federal Employees Local 2050 (the Union) hereby agree that the above cited proposals which were ruled negotiable by the Federal Labor Relations Authority are permitted uses of official time under terms of the agreement signed by them on May 28, 1992.

Item A., above, means that the Union may use official time to pursue other legitimate representational matters not specifically set forth in other provisions of the collective bargaining agreement. This definition comports with language found acceptable by the Authority in its Decision and Order on the Negotiability Appeal dated June 19, 1992. Wording of this provision is taken directly from 5 USC 7101, "Findings and purpose" of the Civil Service Reform Act.

At this time, the Union does not request additional official time to carry out these duties beyond that granted to it in the May 28, 1992 agreement, but reserves the right to request bargaining on this issue in the future.

FOR THE UNION

*J. William King*  
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date 10-27-93

FOR THE AGENCY

*[Signature]*  
\_\_\_\_\_  
date 10-27-93

## OFFICIAL TIME

This agreement replaces Article V of the Collective Bargaining Agreement between the parties dated November 13, 1986. Its purpose is to accommodate the increased work load on the Union and to ease the uncertainties faced by supervisors of Union officials regarding access to the Union officials for Agency work during their terms of office.

1. Four full-time positions will be allotted to the Union for the offices of: President; President-Elect; Chief Steward; and Senior Vice-President. Under no circumstances shall these individuals be required to perform any other work for the Agency while serving as union officials on 100 percent official time.

2. All other authorized official time used by representatives of the Union in conducting authorized representational duties as listed below shall be charged against a bank of 3,000 hours per fiscal year.

3. In the event of the Union's using all of the 3,000 hour time bank before the end of the fiscal year, the parties may agree to a case-by-case "reasonable time" use of additional time by the Union as determined in a special meeting of the Labor-Management Committee. Of special concern in this regard is the amount of official time that may be required to participate in activities related to the Agency's establishment of a Total Quality Management (TQM) program. The amount of hours allotted for a time bank in this agreement will be re-evaluated during negotiations to establish a TQM program.

4. All Union representatives who use official time under this agreement, including Union representatives other than those on 100 percent official time, shall submit Form 3160-5(4-78) biweekly to his/her time-keeper along with any other time-accounting form specified by the representative's program office. Categories of use will be recorded consistent with FPM Bulletin 711-161. Management shall provide the Union with an accounting of the time used from the bank on a bi-weekly basis. Union representatives using time from the bank shall be identified to the Associate Director for Labor Relations and Policy Development (AD/LR&PD) once annually when the first use of time occurs. A list of union representatives authorized to draw on the time bank will be provided to the AD/LR&PD upon the effective date of this agreement. Any changes to the list will be provided to AD/LR&PD in advance of new representatives using the time bank; advance notice will generally be at least one week before a new representative uses this time. Annual and sick leave will be reported and requested by all union representatives in accord with the EPA Leave Manual.

5. Except as noted below, persons occupying the four full-time positions shall receive a performance rating of Fully Successful from their normally assigned supervisor. No Union representative shall be prejudiced or adversely affected for using official time for authorized representational activity.

6. Supervisors must recognize that erosion of professional competence may occur when an employee does not practice his or her profession for an extended period. Thus, persons who are on 100 percent official time for Union activities for one year or more shall be offered appropriate re-training for an appropriate period of time when they return to duty with their program offices with the expectation of serving there at substantially full time. No adverse action shall be taken against such employees during the retraining period.

7. If either party experiences problems with the operation of this article, the aggrieved party's designated representative may contact the other party's representative to meet and discuss the situation. If resolution is not possible, the problem will be addressed in a special session of the Labor/Management Committee. If resolution is still not possible, the parties will request their respective representatives to meet and try to resolve the problem. Representatives are empowered to seek the assistance of Federal Mediation Conciliation Service (FMCS). When the parties cannot resolve the issue after this process, either (or both) may initiate the grievance and arbitration procedure.

8. Union officials on 100 percent official time may volunteer to do work for their program offices, but they will not be rated on this work. The Labor Relations office shall be notified in writing in advance by the employee's program office supervisor when such work is to be done.

9. Authorized uses of official time are:

a. To communicate with bargaining unit members on issues involving terms and conditions of employment of bargaining unit members

b. To prepare and present grievances, ULPs and arbitration cases

c. To handle complaints by bargaining unit employees in attempting to resolve problems before a grievance or other formal complaint is filed

d. To prepare for and participate in mediation and impasse proceedings

e. To prepare witnesses

f. To prepare for and conduct negotiations

g. To prepare replies to notices of proposed disciplinary, adverse or unacceptable performance action

h. To prepare reconsideration statements in connection with denials of within-grade increases in salary

i. To meet with representatives of the Union's national staff in connection with grievances, arbitrations, ULPs and negotiations

j. To prepare for and participate in a Federal Labor Relations Authority investigation or preparation for hearing as a union representative

k. To prepare for and participate in joint labor-management committees

l. To participate in training designed primarily to further the interest of good government by improving labor-management relations

m. To prepare and maintain records and reports required of the union by 5 USC 7120(c)

n. To contact Members of Congress and their staffs to discuss representational matters, i.e. matters affecting the terms and conditions of employment of bargaining unit employees, such as indoor air quality, proposed removals, etc.

o. To prepare for and conduct formal discussions with management concerning personnel policies and practices and other terms and conditions of employment

p. To prepare for and participate in examination of employees in the unit by a management representative in connection with an investigation if the employee reasonably believes that disciplinary action against the employee may result from the examination, and the employee requests representation

10. A negotiability appeal is currently active with the Federal Labor Relations Authority over whether the following two items in the Union's Official Time Proposal dated July 26, 1991 are negotiable:

q. To pursue other representational activities that protect the right of EPA Headquarters professional employees to organize, bargain collectively and participate through the Union in decisions which affect them, and that facilitate and encourage the amicable settlement of disputes between employees and managers, contribute to effective conduct of public business, and safeguard the public interest; and

r. To respond to parties, including journalistic media and members of the general public, who make inquiries of the Union

about issues affecting the terms and conditions of employment of the bargaining unit.

If the Authority finds these two items to be negotiable, the parties will resume bargaining. All other matters at issue in the negotiability appeal are hereby dropped.

11. This agreement will take effect on the date of ratification by the Union membership in accord with the Union Constitution and Bylaws.

FOR THE UNION

FOR THE AGENCY

*Dwight Welch* 5/28/92  
Dwight Welch Date

*Leigh Diggs* 5/29/92  
Leigh Diggs Date

*J. William Hirzy* 5/28/92  
William Hirzy Date