

AGREEMENT  
BETWEEN  
UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 9

AND  
ENGINEERS AND SCIENTISTS  
OF CALIFORNIA  
MEBA (AFL-CIO)



UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
215 FREMONT STREET  
SAN FRANCISCO, CALIFORNIA 94105

# TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
1	GENERAL PROVISIONS	2
2	EMPLOYER, UNION AND EMPLOYEE RIGHTS	3
3	UNION-EMPLOYER MEETINGS	5
4	UNION REPRESENTATIVES AND STEWARDS	6
5	USE OF OFFICIAL TIME	6
6	FACILITIES AND SERVICES	7
7	ORIENTATION OF NEW EMPLOYEES	8
8	PUBLICITY	8
9	OVERTIME AND <u>HOURS OF WORK</u> *	8
10	TRAVEL	9
11	LEAVE	10
12	ADMINISTRATIVE LEAVE-REGISTRATION AND VOTING	13
13	SABBATICAL LEAVE	14
14	PROFESSIONAL EXAMINATIONS-LEAVE	16
15	HIRING	16
16	REASSIGNMENTS	17
17	CAREER COUNSELING AND PROMOTIONS	17
18	ROTATIONAL ASSIGNMENTS	18
19	TRANSFER TO INTERNATIONAL ORGANIZATION	18
20	EMPLOYEE TRAINING AND DEVELOPMENT	18
21	EXECUTIVE DEVELOPMENT	19
22	RECOGNITION OF EMPLOYEE EDUCATIONAL <u>AND</u> * <u>PROFESSIONAL ACHIEVEMENTS</u>	19
23	INCENTIVE AWARDS	20
24	GRIEVANCE PROCEDURE	21
25	CLASSIFICATION <u>REVIEW</u> *	25
26	REDUCTION-IN-FORCE	26
27	EQUAL OPPORTUNITY	27
28	SAFETY AND HEALTH	27
29	WORKING CONDITIONS	29
30	PERSONNEL INFORMATION	30
31	PROFESSIONAL PRACTICE COMMITTEE	30
32	PERFORMANCE EVALUATION OF SUPERVISORS	31
33	PAYROLL WITHHOLDING OF DUES	32
34	EFFECTIVE DATE AND DURATION	34

\* Portions or segments with new language are highlighted by underscoring (    ) the word(s); whole sections which are new are highlighted by a vertical bar ( | ) in the margin.

## PREAMBLE

This Labor-Management Agreement (hereafter called Agreement) is agreed to and approved under and in consonance with Public Law 95-454, Title VII, Federal Service Labor Management Relations, and in accordance with other governing directives.

It sets forth common understandings and commitments between Environmental Protection Agency, Region 9 and Engineers and Scientists of California-MEBA (AFL-CIO).

Whereas the efficient advancement of mission objectives at Region 9 is best promoted by mutual cooperation between the Employer and employees, it is the intent and purpose of this Agreement to promote and improve effective and efficient management of all Region 9 employees; to establish a basic agreement relative to personnel policies, practices or working conditions; and to provide a means for amicable discussion and Union participation in the formulation, implementation, and adjustment of personnel policies and procedures affecting conditions of employment.

This Agreement will constitute the official Agreement between the parties. It shall be applied uniformly to all employees of the exclusively recognized unit.

The terms and conditions of this agreement do not apply to employees or positions of the Employer not a part of the bargaining unit, nor to any decision, action, or consideration of the employer with regard to any grievance, personnel policy, practice or general condition of employment outside the bargaining unit.

## ARTICLE 1

### GENERAL PROVISIONS

Section 1. **AUTHORITY:** This Agreement is executed pursuant to the exclusive recognition granted Engineers and Scientists of California-MEBA (AFL-CIO) (hereafter referred to as the Union), by the Environmental Protection Agency, Region 9, San Francisco, California (hereafter referred to as the Employer).

Section 2. **PURPOSE:** This Agreement defines certain rules and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties, and identifies such matters of proper mutual concern to the parties.

Section 3. **UNIT DESIGNATION:** Pursuant to the Certification of Representative enumerated in Case No. 70-6025 (RO), the unit to which this Agreement is applicable is composed of all permanent, professional employees of EPA, Region 9; except management officials, supervisors, Public Health Service Officers, confidential employees, students, and employees engaged in personnel work other than in a purely clerical capacity. Additional eligible employees added to the servicing responsibility of the Personnel Office during the term of this Agreement will become part of the unit.

Section 4. **EXCLUSIVE RECOGNITION:** The employer recognizes the Union as the exclusive representative of all employees in the unit. Such recognition shall continue as long as the Union is representative of the employees under the criteria set forth for exclusive recognition in Title VII.

Section 5. **CONTROLLING AUTHORITY:** In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws, including policies set forth in the Federal Personnel Manual; and by subsequently published agency policies and regulations required by law or by regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level. If any rule or regulation issued subsequent to the effective date of this Agreement is in conflict with the specific terms of the Agreement, the provisions of the Agreement shall prevail. The parties agree to negotiate concerning such rules or regulations upon the expiration of the Agreement. These requirements are applicable to this Agreement and to all supplemental, implementing subsidiary, or informal agreements between the Employer and the Union. The referencing of such laws, regulations, and policies otherwise quoted in this Agreement, does not automatically render them negotiable.

Section 6. NONDISCRIMINATION: All bargaining unit employees shall receive fair and equitable treatment in all aspects of personnel management and working conditions without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition, and with proper regard for their privacy and constitutional rights.

## ARTICLE 2

### EMPLOYER, UNION AND EMPLOYEE RIGHTS

Section 1. EMPLOYER'S RIGHTS: The Employer and its officials retain the right, in accordance with applicable laws and regulations:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency;
- b. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- c. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- d. to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate sources; and,
- e. to take whatever actions may be necessary to carry out the agency mission during emergencies.

### Section 2. UNION OBLIGATIONS:

- a. The Union accepts the responsibility for and agrees to represent in good faith the interests of all eligible employees in the unit without discrimination and without regard to membership in the Union.
- b. The Union agrees to include in its newsletter, as space permits, articles provided by management to inform employees of employee entitlements, new programs, or other items beneficial to Union members.
- c. The Union agrees to assist management in achieving recruiting goals established locally and by the Equal Employment Opportunity Commission (EEOC) and in so doing will identify and report to management minority applicant sources and other information intended to have a positive impact on successful program accomplishment.

### Section 3. UNION RIGHTS:

a. The Union, as the recognized exclusive representative of the employees in the unit, shall have the right to participate in employee grievance proceedings to the extent delineated in applicable laws, regulations and directives; to represent all unit employees in consultations with the Employer concerning personnel policies and practices or other matters affecting general working conditions of the employees in the unit.

b. The Union shall be notified as far in advance as possible of implementation of any proposed changes in personnel policies and practices affecting working conditions. Upon request, the Employer will explain to the Union the proposed changes and its impact. The Union may request negotiation concerning the impact of such change, and will advise the Employer in writing within twenty-one (21) calendar days from receipt of the notice and will submit their written proposals to the Employer within thirty (30) calendar days from receipt of notice. Negotiations will be conducted during regular working hours. The Union shall be allowed the same number of negotiation members as Management on official time during negotiation sessions, if otherwise in a duty status. In no case will the Employer incur additional salary expenses.

If agreement has not been reached, unresolved issues shall be submitted to the Federal Mediation Conciliation Services, and if necessary, the Federal Service Impasses Panel.

c. The Union has the right to be represented at all formal group discussions between management and employees concerning personnel practices or other matters affecting the working conditions of employees in the Unit. The Employer shall notify the Union in advance of any such formal meetings and of its right to be represented.

d. Authorized representatives of the Engineers and Scientists of California who are not employed at EPA Region 9, and have business to conduct at EPA Region 9 relative to ESC-MEBA, shall notify the Labor Relations Officer or designee of such business or visit in advance. The ESC visitor agrees to abide by appropriate rules and security requirements.

### Section 4. EMPLOYEE RIGHTS:

a. Employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization or to refrain from such activity. Neither the Employer nor the Union shall use any restraint, coercion, or discrimination to encourage or discourage membership by employees in employee organizations. The freedom of eligible unit employees to assist any employee

organization shall include, but not be limited to, participation in management of the organization and acting for the organization in the capacity of the Union representative. This Agreement does not preclude any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation or EPA policy.

b. Employees, their representatives and witnesses shall be free from restraint, coercion, discrimination and reprisal in presenting appeals and grievances and in giving testimony.

c. Employees will be granted access to their personnel file during normal Personnel Office working hours, as provided for in the FPM Chapter 294-24, dated February 6, 1976.

#### Section 5. UNFAIR LABOR PRACTICES:

a. It shall be an unfair labor practice for EPA to enforce any rule or regulation which is in conflict with this collective bargaining agreement, if the agreement was in effect before the date the rule or regulation was prescribed.

b. It shall be an unfair labor practice for the Union to call or engage in a strike, work stoppage, or slowdown, or condone any such activity by failing to take affirmative action to prevent or stop it.

### ARTICLE 3

#### UNION-EMPLOYER MEETINGS

Section 1. MEETINGS: Representatives of the Union and the Employer shall meet on an as needed basis, as initiated by either Party, and confer with respect to personnel policy and practices and matters affecting working conditions, subject to the provisions of this Agreement. Such meetings will be held during regular working hours. Reasonable advance notice will be provided. Any meeting may be cancelled by mutual consent of both parties.

Section 2. REPRESENTATIVES: Any such meeting may be attended by a maximum of three (3) Union representatives and three (3) Employer representatives. Union representatives shall be excused without charge to leave for the time required to be present at such meetings.

## ARTICLE 4

### UNION REPRESENTATIVES AND STEWARDS

Section 1. REPRESENTATIVES: The Employer agrees to recognize the officers of the Union, Union committee members, and the stewards. The Union shall supply the Employer, in writing and maintain on a current basis, a complete list of the officers, Union committee members, stewards, and the area each steward is authorized to represent.

Section 2. STEWARDS: It is agreed the Union will be authorized four (4) stewards. The Union agrees to notify the Employer in writing and maintain, on a current basis, a list of the names of the stewards and the area each represents. The Employer agrees to recognize only those stewards so listed.

Section 3. PROCEDURES: It is agreed that the steward, upon request to his/her immediate supervisor, shall normally be allowed a reasonable amount of time to leave his/her work area to fulfill his/her responsibilities as a steward.

a. The steward will contact the supervisor of the employee or employees to be visited and arrange a definite appointment for the visit. Prior to discussion with the employee, the steward will inform the supervisor of the employee's work center of the purpose of the visit. The supervisor will normally make the employee available for discussion. If the employee or employees are not available, the supervisor will inform the steward when the employee or employees will be available.

b. Upon return to his/her assigned work area, the steward will advise his/her supervisor of his/her return.

Section 4. RESPONSIBILITY: The Union recognizes its responsibility to insure that its representatives do not abuse official time by unduly absenting themselves from their assigned work, and that representatives will make every effort to perform representational and consultation functions in a proper and expeditious manner.

## ARTICLE 5

### USE OF OFFICIAL TIME

Section 1. LIMITATIONS. Activities concerned with the internal management of the Union or Union business will be conducted before or after regular working hours or during employee lunch periods. This includes but is not limited to such activities as membership



meetings, solicitation of membership, collection of dues by representatives, campaigning for Union offices, conducting elections for Union offices, and distribution of literature.

Section 2. UNION TRAINING SESSIONS. Excused absence will be granted to employees who are officers or official Union representatives to attend training sessions sponsored by ESC. Excused absences will not exceed seventy-two (72) total hours per year for up to six (6) individuals. Such training must be determined by the Labor Relations Officer to be of mutual advantage to the Employer and the Union and relate to matters of mutual concern which come within the scope of Public Law 95-454, Title VII. Excused absence will not be granted for training primarily concerned with internal organization matters. Request for such excused absence must be submitted by the Union to the Labor Relations Officer at least fourteen (14) days before the training session together with sufficient information for the Employer to make a determination that the attendance is in the interest of the Employer. The number of employees excused at any one (1) time must be reasonable, but at no time more than two (2) and must be approved by the Employer on a case-to-case basis. It is understood that the Employer will incur no cost for such training.

## ARTICLE 6

### FACILITIES AND SERVICES

Section 1. MEETING SPACE: Upon the written request of the Union, the Employer shall provide building space, if available, within the confines of EPA outside working hours, and subject to safety, security and fire regulations, for the conduct of official meetings. The Union shall be responsible for the suitable use and care of space that is made available.

Section 2. BULLETIN BOARDS: The Employer agrees that designated bulletin boards (as described in separate letter of agreement) will be provided the Union for posting notices and announcements, bulletins and literature concerning Union activities and other appropriate Union material. The Union agrees not to post scurrilous or defamatory material.

Section 3. EMPLOYEE LISTS: The Employer agrees to furnish the Union, within 30 days after the effective date of this agreement and on a quarterly basis, with a list of employees in the bargaining unit by name, occupational series, grade and organizational location.

## Article 7

### ORIENTATION OF NEW EMPLOYEES

Section 1. The Employer will advise new unit employees upon reporting for duty that the Union is the exclusive representative of employees in the unit. Each new employee will be provided with a copy of this Agreement, which has been supplied by the Union.

Section 2. The Union will provide the Employer with copies of this Agreement for all members in the bargaining unit.

## ARTICLE 8

### PUBLICITY

In order to maintain a positive labor-management climate, the Employer agrees to allow the Union or its employees in the bargaining unit to publish items of mutual interest in the regional office newsletter (presently called the Staff Flash), when issued and on a space available basis. Such articles will not deal with internal union business, notices of meetings, etc.

## ARTICLE 9

### OVERTIME AND HOURS OF WORK

Section 1. It is agreed that employees may request to be compensated by either overtime pay or compensatory time off for overtime work ordered and approved and performed in accordance with applicable laws and regulations.

Section 2. It is further agreed that authorized or approved overtime or compensatory time will be compensated only when properly recorded on appropriate authorization forms, time and attendance cards and other required documents in accordance with the procedures outlined in EPA's Pay Manual, Timekeeper's Manual and Travel Manual.

Section 3. Employees shall be granted compensatory time off in increments of one (1) hour and in accordance with procedures of this Agreement on annual leave requests.

Section 4. Flexible Work Schedule and Compressed Work Schedule.  
The Parties agree that employees who wish to work other than the standard work week may elect a Flexible Work Schedule Plan or a Compressed Work Schedule Plan if their positions are susceptible to flexible starting hours and with their supervisor's approval. The plans for the flexible and compressed work schedules will be established in accordance with the policy and procedures as outlined in the following Regional Orders on Attendance and Leave:

- Regional Order R3160.1 - Flexible Work Schedule
- Regional Order R3160.2 - Compressed Work Schedule

## ARTICLE 10

### TRAVEL

Section 1. The Employer agrees, insofar as possible, to schedule employee's travel during duty hours by the most direct and expedient mode of travel in accordance with applicable regulations. The Employer will make every reasonable effort to avoid requiring travel during non-duty hours unless such travel is compensable under regulation. The Employer will provide as much advance notice as possible of required travel.

Section 2. The Employer and Union agree that employees scheduled to travel are responsible for:

- a. making travel arrangements in a prudent manner and in conformance with applicable travel regulations;
- b. submitting appropriate information for travel authorizations in sufficient time;
- c. attaching requests for travel advances to the Travel Authorizations. Travel advances should be requested at least fourteen (14) calendar days in advance to allow time for Treasury's processing and mailing. For emergency and short notice travel when there is not sufficient time to obtain a check advance, the advance will be made from the imprest fund in accordance with EPA regulations.
- d. submitting Travel Vouchers promptly and completely within ten (10) calendar days after completion of each trip.
- e. paying any remaining specific travel advance at the time the voucher is submitted.

Section 3. The Employer agrees that travel performed by an employee away from official duty station is payable within the days and hours of the scheduled administrative workweek; or meets one of the following four (4) stated conditions under Title 5, U.S.C. 550 for overtime pay purposes for travel time away from the official duty station during non-duty hours:

- a. involves the performance of work;
- b. is incident to travel involving performance of work;
- c. is performed under arduous and unusual conditions;
- d. results from an event which could not be scheduled or controlled administratively.

Section 4. The parties agree that although the travel away from the official duty station may meet one of the conditions stated above, travel time is not compensable as overtime unless the travel outside the regularly scheduled duty hours is officially ordered or approved.

Section 5. The parties agree that when an employee is required to perform work while traveling, he is paid only for the actual time worked. Such overtime work must be officially ordered or approved.

Section 6. The Employer and Union agree that when an employee is required to travel outside his regularly scheduled tour of duty AND the employee cannot be paid for travel time under any of the conditions stated in Section 3 above, the supervisor shall:

- a. record his reasons for ordering travel during non-duty hours; and
- b. upon request of the employee, give him a copy of the statement of reasons for ordering travel during non-duty hours.

Section 7. Insofar as practical, employees will not be required to travel by local mass transit during such hours when the necessity of transporting baggage and equipment makes such travel unreasonably arduous.

## ARTICLE 11

### LEAVE

#### Section 1. ANNUAL LEAVE

- a. Employees shall earn and be granted annual leave in accordance with applicable laws and regulations.

b. It is recognized, the supervisor and employee have a joint responsibility in planning the use of leave. Leave in excess of two (2) weeks should be planned as early as possible.

c. Except in emergencies, the use of annual leave shall be planned and requested in advance of the absence. (Approvals for leave shall be based on both the Employer's needs in regards to the current and anticipated workloads and the desires and needs of the Employee).

d. In emergency situations, an Employee must notify his/her supervisor or his/her designee before or as soon as possible after the time he/she is scheduled to report for work (normally not more than one (1) hour) to explain the circumstances and request approval for the absence. The employee shall be advised at the time he/she makes the request as to whether or not leave is approved.

*EXCEPTED BY HEADQUARTERS - STILL IN DISPUTE*

e. When the supervisor determines that a work assignment is of such importance that the employee's leave which was properly and timely scheduled in writing, must be cancelled, and the cancellation will result in the leave being forfeited because it cannot be rescheduled prior to the end of the leave year, the supervisor must then obtain approval of the exigency of the work from the Regional Administrator prior to the cancellation of the employee's leave. Such cancelled leave will be recredited to the employee's leave balance.

f. In the event of a conflict in scheduling annual leave among employees, the supervisor will make the determination based on length of service with the Region, if leave requests were submitted simultaneously.

## Section 2. SICK LEAVE

a. Sick Leave, if available, shall be granted to employees in accordance with applicable regulations when they are incapacitated for the performance of their duties by illness or injury, medical, dental or optical examinations or treatment or in other circumstances as set forth in applicable leave regulations.

b. Employees who must be absent from duty because of illness must notify their supervisors before, or as soon as possible after the time they are scheduled to report for work (normally not more than one (1) hour) or before leaving work during normal duty hours. Employees must request approval of sick leave and indicate, if possible, when they expect to be able to return to duty.

c. Employees must obtain approval on SF-71 from the supervisor prior to any absence for the purpose of medical, dental, or optical examination or for any prearranged treatment, in order for the absence to be charged to sick leave.

d. Supervisors shall consider the employee's certification as to the reason for his/her absence as evidence administratively acceptable for the granting of sick leave for a period not to exceed three (3) work days. For absences of more than three (3) work days, employees must submit a medical certificate completed by a physician on SF-71 or other acceptable evidence, or a signed statement giving the reasons why a physician was not consulted.

e. Should Employer have reasonable grounds to believe that an employee is abusing sick leave, then a doctor's certification may be required for any absence. An employee placed under a requirement for a medical certificate shall be provided advance notice in writing of such requirement. This requirement shall be reviewed after six (6) months to determine whether, based upon the employee's use of sick leave during that period, the requirement should be lifted.

### Section 3. PARENTHOOD LEAVE

EXCEPTED BY HEADQUARTERS -  
STILL IN DISPUTE

a. Maternity Leave. An employee, upon request, and in accordance with appropriate regulations, shall be granted sick leave, annual leave, and/or leave without pay (LWOP) to cover a period of absence up to six (6) months for maternity reasons (including physical disability and infant care). Sick Leave, if available, may be used for the period of physical disability. Requests for additional leave for the purpose of providing well-baby care will be charged to annual leave or LWOP and will be processed in accordance with appropriate regulations, giving consideration to the importance of mothers spending time with newborn children. The employee must present a statement from her physician stating the expected date of delivery, and submit an Application for Leave, SF-71. If the employee does not return to duty on the anticipated date, she must submit a request for additional leave. If the additional leave is for reasons of disability, the request must be accompanied by a medical certificate from her physician stating the employee is incapacitated for duty and give an expected date of return to duty.

b. Paternity Leave. A male employee may request only annual leave or leave without pay for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. Approval of leave will be processed in accordance with regulations, giving consideration to the importance of fathers spending time with newborn children.

Section 4. LEAVE WITHOUT PAY: The Employer and the Union agree EPA's Region 9 Personnel Bulletin No. 630-1 dated September 1, 1977 on Leave Without Pay will be observed when supervisors consider requests for leave without pay.

Section 5. ABUSE OF LEAVE AND ATTENDANCE: The Union agrees that, if it is determined that employees of the unit are abusing leave or having attendance problems, i.e., tardiness, leaving early, etc., the Union will join the Employer in its efforts to alleviate this



problem by seeking remedies, making recommendations, and talking to the employees.

Section 6. LEAVE ADMINISTRATION: In case of movement of an employee from one (1) organization to another, it will be the responsibility of the employee to bring the dates of his/her tentative scheduled leave to the attention of the new supervisor for approval within the first five (5) work days of reporting for duty. Supervisors also are encouraged to ask for new employee's leave schedule.

Section 7. The parties further agree that the non-use and forfeiture of annual leave is in itself not considered as being desirable or commendable.

Section 8. An employee who fails to request and obtain approval for an absence will be charged absence without leave (AWOL).

Section 9. Employees are entitled to reasonable opportunity to take leave as described in this article, consistent with operational needs of the Region, and such leave shall not be denied without just cause.

## ARTICLE 12

### ADMINISTRATIVE LEAVE - REGISTRATION AND VOTING

Section 1. It will be the Employer's policy to excuse employees, in accordance with regulations, for registering or voting.

Section 2. The Employer may excuse employees for a period not to exceed four (4) hours, insofar as practicable, without interfering seriously with operations, to vote or register in any elections or in referendums on a civic matter in their community, as follows:

a. Generally, where polls are not open at least three (3) hours either before or after an employee's regular hours of work, employees may be granted excused leave to permit them to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

b. Under exceptional circumstances where the general rule does not permit sufficient time, an employee may be excused for such additional time as may be needed to vote, provided the employee has brought this circumstance to the attention of the supervisor at least two (2) weeks prior to the voting date. In those cases which justify the granting of additional time, the Employer will grant such additional time as is necessary, but not to exceed a full day.

c. For employees who vote in jurisdictions which require registration in person, excused time to register may be granted on the same basis as excused time to vote, except that no time shall be excused if registration can be accomplished during non-duty hours.

## ARTICLE 13

### SABBATICAL LEAVE

The Parties agree that the mission of the agency and the welfare of the employees can be enhanced by the granting of sabbatical leave. The leave is designed to provide employees a period of rest or refreshment and to combat "burn-out" or professional "stagnation". Such leave must be of mutual benefit to both the agency and the employee and allow the employee to return to the job with an enhanced professional capability.

Section 1. Sabbaticals may be granted at the discretion of the Employer for a period not to exceed twelve (12) months for the purpose of professional study or to gain additional work experience outside the Federal government or other substantial reasons.

Section 2. Sabbaticals may be granted to an employee only once in any six (6) year period.

Section 3. The employee granted a sabbatical will be placed in a leave-without-pay (LWOP) status. Established LWOP procedures will be followed.

Section 4.

a. The Employer may grant sabbaticals after proper consideration has been given such matters as:

- need and ability to refill the position on a temporary basis;
- budgetary constraints;
- loss of services which may be needed by the organization;
- obligation to provide active employment at the end of the sabbatical;
- cost of continued coverage of Health Benefits and Life Insurance;
- other appropriate considerations.



b. In addition, other considerations should be that benefits such as the following will result:

- increased job ability;
- retention of a desirable employee, such as one with special skills or knowledges;
- furtherance of a program of interest to the Government;
- protection or improvement of employee's health and well-being.

Section 5. Eligibility: An employee's eligibility is established by the following:

- employee has completed five (5) years of continuous employment with Region 9, EPA; and
- employee must not be eligible for retirement within a 3-year period of the sabbatical (before, during or after the sabbatical).

Section 6. Procedure:

a. The eligible employee requesting a sabbatical shall submit the request in writing to the immediate supervisor.

b. The request shall fully state the reasons for such leave, and the length of time needed.

c. The immediate supervisor will assess and consider the request, and if approval is recommended, will forward the request up through the proper supervisory channel to the Division Director with his/her written reasons supporting the recommendation.

d. The Division Director will concur/non-concur. If he/she concurs, the request will be forwarded to the Regional Administrator through the Personnel Office.

e. The Regional Administrator will either approve or disapprove the recommendation and return the request with the justification through the proper supervisory channel to the immediate supervisor.

f. The immediate supervisor will notify the employee of the disposition of the request.

g. If the request is approved, the immediate supervisor will process a Standard Form 52, Request for Personnel Action, attaching all documents (employee's request, supervisor's recommendation, RA's approval) and submit through channels to the Personnel Office for processing.

h. The Personnel Office will process the action in accordance with appropriate procedures.

i. The employee will adhere to all separation procedures including outprocessing, clearance, etc.

j. Requests for sabbatical leave will not be denied without just cause. Denial at any step may be challenged through the grievance procedure.

#### ARTICLE 14

##### PROFESSIONAL EXAMINATIONS - LEAVE

Employees shall be allowed time off with pay on Administrative Leave in connection with the taking of State Licensure examinations, such as Bar, C.P.A., P.E., etc., where such licensure, in the employer's opinion, would contribute to the employee's capability to effectuate the mission of the Agency within the employee's current classification. Such approval will not be unreasonably denied.

#### ARTICLE 15

##### HIRING

*EXCEPTED BY HEADQUARTERS - STILL IN DISPUTE*

Section 1. All professional positions within the unit, GS-12 and above, will be filled in the following manner:

a. The position shall be announced for not less than ten (10) working days.

b. The initial ranking of applicants will be by a three-member panel appointed by the Personnel Office. One (1) member shall be from the function wherein the vacancy lies who has knowledge of the duties of the position and is competent in the same discipline; one (1) member shall be from another Division, also competent in the same discipline; the third member shall be a person not in the functional area where the vacancy lies and is not involved in the same discipline.

c. The five (5) best qualified applicants will be referred to the selecting official who may select any one (1) of the top five (5). If no selection is made from the top five (5) or no one (1) in the top five (5) accepts the offer, then the next five (5) will be referred and so on until a selection is made and accepted.

Section 2. All positions shall be filled in accordance with the normal Civil Service System.

## ARTICLE 16

### REASSIGNMENTS

It is agreed that the Employer has the right to reassign within the Region. However, when making such reassignments, factors such as the following shall be taken into consideration:

- agency needs;
- available positions;
- qualifications; and
- employee's career goals

## ARTICLE 17

### CAREER COUNSELING AND PROMOTIONS

Section 1. The Employer agrees that it is to the advantage of everyone to keep employees in the bargaining unit informed as to their progress, job performance, potential for promotion, and other factors of concern. The employer will make every effort to place unit employees, who so desire, on a career development program and address this in their individual development plan (IDP).

Section 2. It is further agreed that employees in career ladders will be continually evaluated and will be promptly informed if a decision is made not to promote the employee after one year in grade. Such notification will be given in writing as much in advance as possible, and will indicate why the decision was made and what the employee must do to be recommended for promotion. Such notice will also contain an offer of assistance from the supervisor.

Section 3. Those employees in a career ladder who are progressing satisfactorily and who are recommended for promotion will have their promotions processed in a timely manner provided the Personnel Office has had opportunity to review the recommendation and made a determination that the level of work exists.

The supervisor is responsible for submitting the proper paperwork to the Personnel Office. Best efforts will be made to effect increases in a timely manner following the receipt of the appropriate paperwork and employee eligibility.

## ARTICLE 18

### ROTATIONAL ASSIGNMENTS

Section 1. Where two (2) employees request to exchange positions of like grade and function in order to broaden their experience, management will consider the request in respect to the benefit to the Region of such exchange, the feasibility of allowing such transfer, and the qualifications of each employee to perform the duties of the other employee's position. The employee will cooperate in facilitating such rotational assignments when these criteria are favorable. Such assignment shall not exceed one (1) year.

Section 2. The Professional Practices Committee will, on an annual basis, establish lists which identify interests of employees, and will distribute such lists to all employees to facilitate such career development.

## ARTICLE 19

### TRANSFER TO INTERNATIONAL ORGANIZATION

Section 1. The Employer shall post and/or distribute, in accordance with normal procedures, information on vacancies in international organizations.

Section 2. The Employer shall process an employee's request for consideration for an international assignment in accordance with Agency procedures (PMM No. 352-1) and the Federal Personnel regulations, FPM Chapter 352, Subchapter 3.

## ARTICLE 20

### EMPLOYEE TRAINING AND DEVELOPMENT

Section 1. The Parties recognize that the responsibility for the training and development of employees is held by the Employer, with the support and guidance of the Personnel Office.

The Employer administers training sessions in accord with the EPA Training and Development Manual. The manual establishes Agency policy and requirements for the training of employees, as authorized by Chapter 41, Title 5, U.S. Code, and supplemented by the regulations of Chapter 410, Federal Personnel Manual. Best faith efforts will be made to obtain funding for college and university courses and other programs which are designed to enhance job-related abilities and knowledge.

Section 2. The training policy of Region 9 is as follows:

- a. provide training opportunities for all employees consistent with the needs and resources of the Agency;
- b. develop and approve Individual Training Plans annually;
- c. approve training as deemed necessary by the Employer for the satisfactory performance of employees' official duties, and as outlined in the Individual Training Plans.
- d. approve training considered essential to meet current or projected Agency program's needs;
- e. Training facilities which discriminate on the basis of race, color, creed, origin, age or gender will not be selected for training of Region 9 employees.

## ARTICLE 21

### EXECUTIVE DEVELOPMENT

Section 1. When a program designed for executive development is to be established, that fact will be communicated to unit employees. Any employee interested in participation in such a program will be given equal opportunity for consideration.

Section 2. In addition, the Union may propose candidates for such a program.

## ARTICLE 22

### RECOGNITION OF EMPLOYEE EDUCATIONAL AND PROFESSIONAL ACHIEVEMENTS

Section 1. The Parties agree that prompt recognition will be given to members for educational and professional achievements attained while a full-time employee of the EPA, Region 9.

Section 2. Official Letters of Recognition will be issued by supervisors for the signature of the Division Director, and a copy submitted to the Personnel Office for inclusion in the employee's official personnel folder. Employees may be nominated for recognition of professional achievement by a petition of their fellow employees.

Section 3. Official Letters of Recognition will be based on the following educational achievements:

- if a member obtains an advanced degree while a full-time employee of EPA, Region 9;
- if a member obtains a Certificate in a University/College program requiring completion of at least 18 units of graduate study, and all units were obtained while a full-time employee of EPA, Region 9;
- if a member, while a full-time employee of EPA, Region 9, passes a professional licensing examination and becomes licensed to practice that profession;
- if a member completes 50 hours of training or education during nonduty hours in a fiscal year while a full-time employee of EPA, Region 9.

Section 4. The letter must clearly state the educational or professional achievement and dates of attendance to completion. Where appropriate, the member must provide a copy of the Certificate issued by the school to accompany the letter for personnel files.

5. Employees whose job performance is enhanced through these educational achievements may be nominated for cash awards through established incentive award procedures.

## ARTICLE 23

### INCENTIVE AWARDS

Section 1. The Parties agree that it shall be the responsibility of the supervisor to be aware of employee performance in order to determine if employee is eligible to be recommended for an appropriate award or quality step increase in accordance with established OPM and Agency regulations and the negotiated agreement on the Performance Management System.

Section 2. As part of this program, the Union or a member of the bargaining unit may nominate another member for an incentive award or quality step increase through appropriate supervisory channels.

Section 3. Full documentation clearly describing the exceptional or outstanding performance will be submitted to support the nomination for an award.

Section 4. The Division/Staff Office Directors will, within their authority, grant or disapprove the award or quality step increase promptly within a reasonable period of time after a fully supported recommendation has been received in the Personnel Office.

Section 5. The names of employee recipients of quality step increases or incentive awards will be regularly published in the Region's newsletter, if any. Assistance in preparation of nominations will be made available from the Awards Coordinator in the Personnel Office.

## ARTICLE 24

### GRIEVANCE PROCEDURE

#### Section 1.

a. The purpose of this Article is to establish procedures for the consideration of grievable matters as permitted by Federal Labor Management Relations Statute. This procedure will be used to review any matter of personal concern or dissatisfaction to an employee which is related to employment and subject to the control of EPA Management.

b. Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Parties agree that every effort will be made to settle grievances over the interpretation or application of this Agreement at the lowest possible level. The filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the Agency. The grievant and the immediate supervisor should make an effort to maintain a healthy atmosphere in which they can speak freely and have a frank discussion of the problem. All complaints will be given careful and unprejudiced consideration.

c. At all steps of this negotiated grievance procedure, an employee will:

- (1) be assured freedom from restraint, interference, coercion, discrimination, or reprisal;
- (2) have the right to be accompanied, represented, and advised by a representative of the Union if the employee chooses to be so represented;

- (3) be assured of eight (8) hours of official time to prepare and present the grievance if he/she is otherwise in an active duty status.

The rights described in (1) and (3) above shall also apply to an employee in the recognized unit acting as the representative of another employee in the same unit.

d. The grievance procedure is not used to review:

- (1) retirement, life insurance, or health insurance;
- (2) any claimed violation of subchapter III of chapter 73 of Title V (relating to prohibited political activities);
- (3) a suspension or removal under section 7532 of Title V, U.S. Code (relating to breach of National Security regulations);
- (4) any examination, certification, or appointment;
- (5) the classification of any position which does not result in the reduction in grade or pay of any employee.

The grievance procedure is available to all employees of the unit, except that employees serving their probationary period may not grieve separation.

Section 2. Employees whose presence at a conference at any step would, in the view of both Parties, contribute materially to resolution of the problem, and who are invited to attend a conference during their regular duty hours will not be charged annual leave while they are serving in that capacity.

Section 3. An employee (or group of employees acting as individuals) may take a grievance to the Employer and have it adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement, and the Union has been given an opportunity to be present during the proceedings. However, employees presenting their own grievances under this Article must meet all requirements, such as observance of time limits for filing, which apply to this Article. All steps of this procedure, up to but not including arbitration, are available when an employee (or group of employees acting as individuals) presents a grievance without Union representation. Employees who do not wish to represent themselves will be represented by the Union or by a representative of their choice approved by the Union.

Section 4. The initiator of a grievance may terminate the grievance by written notification to the other party. Failure



of the initiating party to comply with the time limits or to proceed with prosecution of the grievance authorizes the other party to cancel the grievance. Failure to render a decision within stated time limits authorizes the initiator to advance to the next step.

Section 5. An identical grievance by two (2) or more employees will be considered as a single grievance. A decision on such grievance applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, anytime before a decision is rendered; however, the grievant may not then initiate a grievance based on the same set of facts. Also, the grievant will be bound by the decision reached in the group grievance.

#### Section 6. EMPLOYEE GRIEVANCES:

a. INFORMAL PROCEDURE. The grievance will first be taken up orally by the concerned employee or the employee's representative with the immediate supervisor in an attempt to settle the matter. The employee may feel that he/she cannot discuss his/her grievance with his/her immediate supervisor. If so, he/she may discuss the matter with the next higher level supervisor. Grievances must be submitted within 15 calendar days from the date of the act or occurrence, or from the date that the employee became aware of the act or occurrence on which the grievance is based, whichever date is later. The supervisor having authority to grant relief will make whatever additional inquiry is necessary and will give his/her answer orally within ten (10) calendar days after the grievance was initially submitted.

#### b. FORMAL PROCEDURE.

Step 1. If the matter is not satisfactorily settled following the initial informal discussion, the aggrieved employee or his/her representative, if any, may within ten (10) calendar days after the oral answer then present the matter in writing to the immediate supervisor. The supervisor will give his/her written decision, with specific reasons therefore to the grievant and his/her representative, if any, within ten (10) calendar days after receipt of the written grievance.

Step 2. If the grievance is not settled at the first step, the aggrieved employee or his/her representative, if any, may within ten (10) calendar days after receipt of the above official's written answer forward the grievance to the second-level supervisor. The second-level supervisor will form a panel composed of himself/herself, the grievant and his/her representative, if any, and the first-level supervisor. The panel will meet within ten (10) calendar days after receipt of the grievance to hear and discuss the case and attempt to resolve the grievance. The panel will prepare a summary of

the case, including the remedy of the grievance if resolved at step 2. If the grievance is not resolved, the second-level supervisor will render his/her decision within ten (10) calendar days after the conclusions of the panel meeting.

Step 3. If the grievance is not settled at the second step, the aggrieved employee may submit the grievance in writing addressed to the Regional Administrator, ATTENTION: Personnel Officer. The Personnel Officer and the Business Manager of the Union will meet and review the case. If the matter is not resolved, the Regional Administrator will render a final written decision within fourteen (14) calendar days. If the grievance is not satisfactorily settled, the Union may refer the matter to arbitration in accordance with the procedures set forth in Section 9 of this Article.

Section 7. UNION GRIEVANCES: Union grievances are submitted in writing by the Business Manager or his/her staff designee addressed to the Regional Administrator, ATTENTION: Labor Relations Officer. The Regional Administrator or a designee, and the Business Manager or his/her staff designee will meet within ten (10) calendar days after receipt of the grievance to discuss it. The Regional Administrator shall give the Business Manager a written decision within 14 calendar days after the meeting. (Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.)

Section 8. EMPLOYER GRIEVANCES: Employer grievances are submitted in writing by the Regional Administrator or a designee to the Business Manager. The Business Manager and the Regional Administrator or a designee, will meet within ten (10) calendar days after receipt of the grievance and discuss it. The Business Manager shall give a written decision to the Regional Administrator within 14 calendar days after the meeting. (Nothing herein will preclude either party from attempting to settle such grievances informally at the appropriate level.)

Section 9. ARBITRATION: If the decision in Section 6, step 3, Section 7 or Section 8 does not resolve the grievance, either the Employer or the Union may refer it to arbitration. The request for arbitration shall be in writing and shall be submitted to the other party within 15 calendar days after receipt of the decision. Any decision rendered under Section 6, step 3, Section 7 or Section 8 that is not referred to arbitration is final.

a. Within ten (10) calendar days from the date of the request for arbitration, if the parties have not agreed on an arbitrator, they shall jointly request in writing the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrator. The parties shall meet within five (5) calendar days after receipt

of such list. If they cannot agree on one (1) of the listed arbitrators, the Union and Employer will each strike out one (1) arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

b. If for any reason the Employer or the Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

c. All costs shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the premises of Region 9 during the regular day hours of the basic work week. All participants in the hearing shall be in duty status if otherwise in a duty status.

d. Parties agree that "a stipulation of facts to the arbitrator" can be a useful tool to bring about a speedy resolution of the problem. If the Parties agree in the instant case, a joint stipulation will be prepared and submitted to the arbitrator.

e. The arbitrator will be requested to render a decision as quickly as possible after the conclusion of the hearing, but in any event, within 60 calendar days.

f. The arbitrator's award shall be binding on the Parties. However, either party may file an exception to an award under applicable regulations and procedures. The party taking exception will assure notification of the other party including service of applicable documents as required by regulation or procedure.

g. The arbitrator may not modify, add or delete from the contract. The arbitrator will decide only the issue or issues presented to him by the Parties and has no authority to change, modify, alter, delete or add to provisions of this Agreement.

## ARTICLE 25

### CLASSIFICATION REVIEW

If an employee believes that a position should be reviewed for the purpose of reclassification, a request will be submitted through his/her supervisor, who will submit it to Personnel in a timely manner to audit that position. Such request for review will not be unreasonably denied. If upon completion of the audit, the employee feels that the position is misclassified, the employee may elect to file an appeal under appropriate regulations.

## ARTICLE 26

### REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union as soon as the necessity for a reduction-in-force (RIF) which abolishes the position of any member in the unit is recognized or required, and to provide the Union with a copy of the directive that necessitates the reduction-in-force. The Employer agrees that each affected employee shall be notified and informed of the nature and mechanics of the RIF actions that are being implemented and their rights of representation, appeal, retreat, bumping and such other rights that may be available to them at the time the action is taken.

Section 2. The Employer will make a good faith effort to minimize separation actions brought about by a RIF to the greatest extent possible through reassignment, retraining, giving preference to employees in a RIF status who meet the qualification standards of handbook X118 in filling vacancies for which the Employer is recruiting, or other actions that may be taken in an effort to retain the employee.

Section 3. Unit employees demoted as a result of RIF or without personal cause including those given grade/pay retention are entitled to special consideration for repromotion to their former grade (or any intervening grade) before any attempt is made to fill the position by other means. Employees remain entitled to special consideration for two years or until they have attained the highest grade from which they were involuntarily demoted or until they decline a position of equal grade, whichever comes first.

Section 4. The employer will make a good faith effort to provide assistance to career or career-conditional employees, who cannot be retained under a reduction-in-force, find other Federal employment in accordance with appropriate Federal regulations. As soon as these employees are given notice and it is known that they will be displaced, their names will be placed on the Reemployment Priority List, if applicable, and in addition, they will be given information on how to apply under the Displaced Employee Program and the Interagency Placement Assistance Program (IPAP) of the Office of Personnel Management.

## ARTICLE 27

### EQUAL OPPORTUNITY

Section 1. Both Parties support the principle that there will be equal opportunity in employment for all persons; that there will be no discrimination in employment based on such factors as race, color, religion, sex, national origin, age, marital status, physical handicap, political affiliations, membership in or activity on behalf of employee organizations; that they will promote and support the Regional Affirmative Action Plan.

Section 2. The Union will support the Employer's Equal Employment Opportunity Program by offering constructive ideas and suggestions for furthering the objectives of the Equal Opportunity Program.

## ARTICLE 28

### SAFETY AND HEALTH

Preamble: It is recognized that the health and safety of the employees is a mutual concern of the Employer and the Union, and that the Employer will provide a safe working environment consistent with appropriate health and safety standards. The Union will make every effort to ensure that the employees comply with established health and safety measures.

Section 1. Supervisors will make every effort to separately group smoking and non-smoking employees in different areas or general locations. Through judicious selection of work stations, a supervisor may be able to locate smokers in the immediate vicinity of exhaust vents in order that smoke may directly be removed from the working environment. Smoking is not permitted in the Regional Conference Rooms. In this connection, ash trays will not be placed in the Regional Conference Rooms and "No Smoking" signs posted in appropriate locations. The Union pledges to actively work to make this policy effective.

Section 2. Management and Union officials pledge to cooperate in a joint effort to ensure that the National Fire Codes are observed. Should the Union note any violations they will promptly advise the Regional Safety Officer verbally and confirm the notification in writing. Management pledges to enforce compliance with the National Fire Codes.

Section 3. When spraying for insects (e.g. roaches and similar pests), control is necessary, per terms of the GSA lease, EPA, Region 9 will remind the GSA with information copy to the building owner that ONLY EPA certified substances for home or office use are used. The spraying will also be requested for accomplishment on Friday evenings (after employee departure) so as to minimize the impact on personnel. EPA staff will also be alerted of spraying in sufficient time to permit employees to protect sensitive items.

Section 4.

a. Field Activities. Management has the responsibility and the right to direct employees to perform field investigations, samplings and inspections. In order to protect employees from routine occupational hazards, especially those encountered while performing field duties, the Region makes available as a matter of routing, safety clothing and equipment as appropriate to assure that workers are adequately protected.

b. Should an employee be convinced of a clear indication of a severe hazard or of imminent and grave danger to health and safety, the provisions of the Regional Order on Occupational Health and Safety (currently paragraph 5b, R1440.4) will be observed.

c. Employees who may have been exposed or may be presently exposed to unknown chemicals or other unknown substances should bring any perceived threat to their immediate health to their supervisor's attention. They will be given an opportunity and are encouraged to participate in the Regional Medical Monitoring Program.

d. Office Environment.

- (i) Should an unsafe office condition be perceived, the employee shall bring the condition to the attention of the first-line supervisor for resolution. That supervisor would enlist assistance of the Regional Safety Officer, if appropriate. The Regional Safety Officer will investigate the reported incident.
- (ii) If the employee can demonstrate to the Regional Safety Officer and/or the immediate supervisor that an unsafe office condition meets a severe hazard or imminent danger, the employee's supervisor will find a safe temporary work station until such time the problem is resolved.

EXCEPTED BY HEADQUARTERS

- (iii) The immediate supervisor will provide, upon

EXCEPTED BY HEADQUARTERS

request, heating or cooling devices (e.g. portable heaters or electric fans).

Section 5. The Parties, in a joint effort to ensure a safe working environment agree to establish a Safety Committee composed of an equal number of Union and management representatives. The Committee shall make recommendations to Region 9 management officials regarding any conditions affecting health and safety of employees.

Section 6. To the extent that issues are outside the jurisdiction or control of the Agency, Region 9 management will cooperate with the Union in efforts to secure approval of recommended measures through appropriate channels.

## ARTICLE 29

### WORKING CONDITIONS

Section 1. Individual working conditions are recognized by the management as an important factor in work productivity, morale and in serving the public in the mission of environmental protection.

Section 2. The General Services Administration (GSA) has officially designated open space work stations for the Regional Office. Therefore, acoustical screen dividers, plants and other noise suppression/absorption techniques are used to effect a quiet, undistracting and private work area. Managers and employees are expected to observe common courtesy when speaking, and conduct their business in quiet tones so as not to interfere with the performance of other persons in the immediate area.

EXCEPTED BY HEADQUARTERS

Section 3. Each employee shall be provided with a desk, desk chair and either a credenza or bookcase as necessary, and in accordance with appropriate regulations. Electric fans shall be provided to employees who request them, on an as available basis. Private offices, if available, will be provided to employees on a seniority basis.

Section 4. A space committee composed of union and management representatives will be established and will meet on a date that has been mutually agreed upon in advance. The Committee will make recommendations to Region 9 management officials concerning:

- a. allocation of floor space;
- b. sufficient space allocations to provide for adequate in-house food services, if needed;

c. allocation and implementation of adequate lighting and ventilation facilities;

d. physical matters concerning working conditions.

To the extent that these issues are outside the jurisdiction or control of the Agency, the Parties will cooperate in an attempt to secure approval of recommended and approved measures through appropriate channels.

Section 5. Employees will be consulted regarding any changes to their work space as far in advance as possible.

Section 6. Pictures and related personal items (non-electrical) which do not cause a potential hazard or undue distraction to other employees may be placed in employee's own work space. The concurrence of the Safety Officer is required for any item that is subject to falling, or which could possibly injure personnel. Due to the accessibility of Regional Offices to the public, common sense and discretion shall prevail.

## ARTICLE 30

### PERSONNEL INFORMATION

The Employer agrees to furnish the Union, at the time of distribution, copies of vacancy announcements for positions in the unit and copies of official Regional Orders on personnel policies and procedures. Union representatives will be permitted access to the library of laws and regulations maintained in the personnel office. The Employer will make available regulations, orders, policy guidance documents, etc. relating to personnel practices, upon request.

## ARTICLE 31

### PROFESSIONAL PRACTICE COMMITTEE

Section 1. The Region recognizes the professional status of the employees represented by the Union and, as a policy matter, agrees to discuss with them matters which involve the practice of their professions in order to make recommendations regarding measures to improve professional performance. The Committee will exclude from its discussions any matters involving the interpretation or application of the Agreement, or other matters which should be subject to the grievance procedure. In order to provide a vehicle for such discussions, a Professional Practice Committee shall be made up of not more than three (3) members of the Union and three (3) members of Regional management.



Section 2. The Committee shall schedule one (1) regular meeting per month, subject to the following guidelines:

a. Meetings shall be held during normal working hours for a period not to exceed two (2) hours.

b. Members attending the meetings shall remain in pay status.

c. There shall be a written agenda for all professional meetings and the arrangements and times for such meetings will be communicated to each member of the Committee one (1) week prior to the meeting.

d. The Region agrees to give full consideration to the recommendations of the Professional Practice Committee which have been submitted to the appropriate management official. The Committee will be advised of any action taken by the Employer.

e. Non-employee Union representatives and representatives of Regional management may attend as consultants.

## ARTICLE 32

### PERFORMANCE EVALUATION OF SUPERVISORS

Section 1. On an annual basis, professional employees may conduct written performance evaluations of their immediate supervisor, Branch Chief, and Division Director using a form prepared by the Union based upon the EPA Performance Appraisal Form, provided such evaluations are not done while the employees are in a duty status.

Section 2. The evaluations with above or below average or outstanding ratings will be considered only if accompanied by specific written comments. The evaluation does not have to be signed.

Section 3. The completed evaluations may be submitted to the Personnel Office.

## ARTICLE 33

### PAYROLL WITHHOLDING OF DUES

Section 1. Any employee in the bargaining unit may authorize an allotment of pay for the payment of dues for membership provided:

- a. the employee has voluntarily completed a request for such allotment of pay;
- b. the employee regularly receives a normal amount of pay on the regularly scheduled paydays and such pay is sufficient to cover the full amount of the allotment after other legal deductions have been made;
- c. the employee does not have a current allotment for the payment of dues to another employee organization.

Section 2. The Union agrees to acquire and distribute to its members the prescribed allotment form (Standard Form 1187), to certify as to the amount of its dues, and to inform and educate its members on the program for allotments for payment of dues and the uses and availability of the required form. An allotment may be submitted by an eligible member of the unit, through the Union to the Personnel Office at any time. The allotment will be effective at the beginning of the first complete bi-weekly pay period after receipt of a properly completed and signed SF 1187. An allotment shall be terminated:

- a. when the employee leaves the unit as a result of any type of separation, transfer, or other personnel action;
- b. upon loss of exclusive recognition by the Union;
- c. upon receipt of notice from the Union that the employee is no longer a member in good standing;
- d. when this Agreement is suspended or terminated by appropriate authority.

Section 3. Effective date for termination of dues withholding allotment, which is not at the request of the employee, shall be the beginning of the first pay period following the date of the action which requires the termination of the allotment. The Union agrees to promptly notify the Personnel Office when a member who has authorized dues withholding is suspended or expelled from the organization; such notice to be given within five (5) work days.

Section 4. The Employer agrees that the Personnel Office shall promptly notify the Union when a revocation of the allotment is received from an employee.

Section 5. The Employer agrees to maintain a supply of the form provided for use in revoking an allotment, SF 1188, in the Personnel Office. Such form is to be available to employees upon request.

Section 6. A member may voluntarily revoke an allotment for the payment of dues by filling out a SF 1188, "Cancellation of Payroll Deduction for Labor Organization Dues", and submitting copies 1 and 2 to the Personnel Office. After receipt of such notice by the Finance Office, cancellation will become effective as of the first full pay period following the employee's anniversary date as defined below. The Finance Office shall provide the Union with copy 2 of the cancellation. Employee anniversary date is defined as follows:

- the anniversary date will be the date on which the employee's SF 1187, "Request for Payroll Deductions for Labor Organization Dues", was certified (signed) by the authorized Union official. SF 1188 must be submitted on or before the anniversary date.

Section 7. The Union agrees to forward to the Personnel Office, within five (5) working days after receipt, any written revocation of allotment which is received by the Union.

Section 8. The Finance Office, acting for the Employer, shall furnish to the Treasurer of the Union, at the end of each payroll cycle, the remittance for dues. The remittance will be accompanied by a statement in duplicate giving the following information:

- a. identification of office or installation;
- b. identification of local;
- c. names of members for whom deductions were made and amount of each deduction;
- d. total amount withheld on the payroll;
- e. net amount remitted.

Section 9. The Union agrees that the amount to be withheld shall be the amount of the regular dues, exclusive of initiation fees, assessments, back dues, fines and similar charges and fees. Allotment deductions will be made by the Finance Office each pay period in the bi-weekly amount shown on the SF 1187.

Section 10. The Union shall indemnify the Employer and hold it harmless from any suits, claims, demands or liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

#### ARTICLE 34

##### EFFECTIVE DATE AND DURATION

Section 1. This Agreement shall remain in full force and effect for three (3) years from the date of approval by the Agency Head or designee and may be extended in one year increments thereafter.

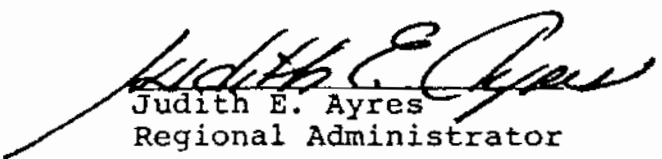
Section 2. It is agreed that this Agreement will be automatically extended each year unless either Party gives written notice to the other between 60 and 90 calendar days prior to the expiration date of the Agreement (or anniversary date if the Agreement has been extended) of the Party's desire to renegotiate the Agreement. Such notice must be promptly acknowledged by the other Party. If such notice is given, this Agreement shall remain in full force and effect until the changes are negotiated and approved.

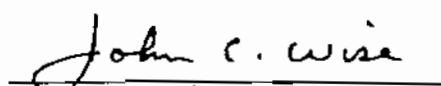
Section 3. This Agreement may be amended and/or supplemented at any time by mutual agreement of the parties. Amendments and supplemental agreements shall become effective on the date signed and approved by the proper authorities.

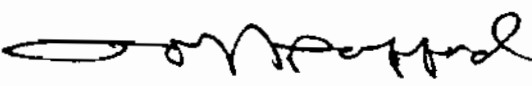
Section 4 . If any provision of this Agreement is rendered invalid under existing or subsequent laws, such provision shall be renegotiated for the purpose of an adequate replacement. All other provisions of this Agreement shall remain in full force and effect.


Signed this 30th day of January 1985.


FOR THE EMPLOYER:

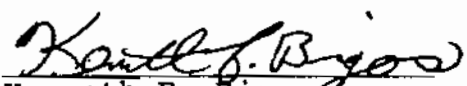
  
Judith E. Ayres  
Regional Administrator


  
John C. Wise  
Deputy Regional Administrator

  
John T. Spafford  
Chief Negotiator

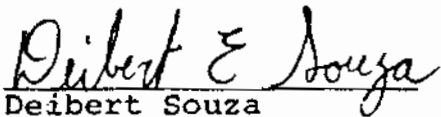
  
Leatrice B. Perez  
Member, Negotiating Team


  
Carl C. Kohnert  
Member, Negotiating Team

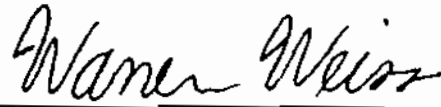
  
Kenneth F. Bigos  
Member, Negotiating Team

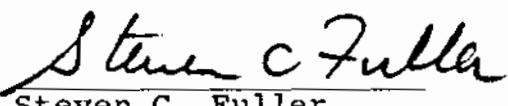
  
Jeffrey Melikson  
Member, Negotiating Team

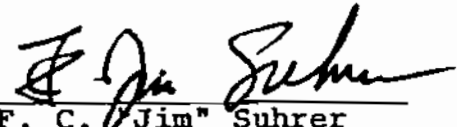
FOR THE UNION:


  
Deibert Souza  
President

  
Kenneth Lua  
Secretary-Treasurer

  
~~Warren Weiss~~  
Regional Representative

  
Steven C. Fuller  
Member, Negotiating Team

  
F. C. "Jim" Suhler  
Member, Negotiating Team

  
Chauncey Hare  
Member, Negotiating Team

## **SIDE LETTERS OF AGREEMENT**

- 1. Child Care**
- 2. Bulletin Boards**
- 3. Health & Fitness**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

215 Fremont Street  
San Francisco, Ca. 94105

CHILD CARE LETTER OF AGREEMENT

The parties recognize the need of many employees to have adequate child care services during duty hours. Both parties shall strive to meet these needs by jointly investigating the possibilities of establishing child care facilities which meet both state and federal requirements.

A joint committee consisting of two members each will explore feasible options and make recommendations for child care services. To the extent necessary to obtain efficient and cost effective services, the Committee shall study the possibility of jointly providing these services with other Federal facilities in close proximity to the Regional Office, or with other lessees of the building in which the Regional Office is located.

The Committee shall be established within 30 calendar days of the signing of this letter. Recommendations shall be made within 120 days of that date. The parties shall make a good faith effort to implement reasonable committee recommendations.

*Handwritten:* 2-1-84  
Kane Wilson 8/1/84

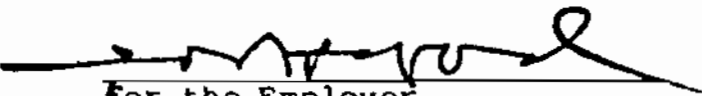
## LETTER OF AGREEMENT

### Placement of Bulletin Boards

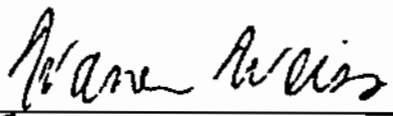
1. One bulletin board, approximately 30" x 36", for the exclusive use of the unions shall be placed near the entrance to the Water Management Division in the main passageway on the fifth floor and next to the Communications Center in the Toxics & Waste Management Division on the sixth floor.
2. The Union shall have a designated space (30" x 36") on the large bulletin board placed on the wall by the restrooms in Air Management Division on the fifth floor. The remaining space on this bulletin board will remain open to use by all employees.
3. The three 30" x 36" bulletin boards and space will have signs reading "Union Material Only" to be provided by the Regional Office.
4. One large bulletin board shall be placed in each of the following locations:
  - a. the employees' lunchroom
  - b. the Communications Center
  - c. near the entrance to Water Division.

These bulletin boards shall be for use by all employees.

5. The Union agrees not to post scurrilous or defamatory material.

  
For the Employer

Date: 9-19-84

  
For the Union

Date: 9-19-84





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
215 Fremont Street  
San Francisco, Ca. 94105

August 8, 1984

HEALTH & FITNESS LETTER OF AGREEMENT

The Employer endorses the concept of a Health and Fitness Program.

The Regional Administrator will convene a committee to study the need for a Health and Fitness Program, and charge them to submit an option paper for employee wellness.

The committee will be composed of a chairperson appointed by the Regional Administrator, the Personnel Officer, a representative of the Safety & Health Office, a member of the Union, and the Federal Womens' Program Coordinator.

*Wade Wells 9/19/84 - note memo  
from John Wise to John Springfield  
on shower facility dated 9/17/84*

*[Signature] 9-17-84*

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE 19 SEP 1984

SUBJECT: Showers/Dressing Room Facility

FROM: John Wise *John Wise*  
Deputy Regional Administrator

TO: John T. Spafford  
Regional Personnel Officer

Thru: Charles W. Murray, Assistant Regional  
Administrator for Policy & Management *Charles*

This is in response to your question concerning my position regarding the installation of a shower facility here for use by all of our employees.

I fully support the projected installation of shower facilities at 215 Fremont Street. I recognize that there is a great deal of interest for this privilege among supervisors and employees alike, and I endorse the effort to make such facilities available to all regional employees at 215 Fremont Street.

In the meantime, I support the establishment of a committee to look into a health improvement and maintenance program.

Barring some unforeseen construction difficulties or GSA regulations, I will encourage making such facility available before the end of FY'85.