

Article 2: Union Activities and Official Time

Section 1. No Recording of Protected Union Activity

Except as provided in this MCBA, no recording will be made without mutual consent of any conversation involving Union activity.

Section 2. Agency/Union Annual Meeting

The Agency shall annually brief the National Labor Management Forum (or successor group) participants on its budget.

Section 3. Surveys

Prior to surveying bargaining unit employees regarding conditions of employment, the Agency will provide the Union with a copy of the survey document generally three (3) business days in advance and allow the Union an opportunity to comment on it. The Union will, upon request, receive a copy of any survey results (i.e., generally a compilation of responses so the Union can understand how employees responded as a group) obtained unless there are privacy concerns.

In the event there are privacy concerns, the Agency will, upon request, provide the Union with an explanation of those concerns and discuss how best to share the results.

Section 4. Communication and Information Sharing

- A. The Union shall have the right to communicate with Bargaining Unit employees. In accordance with GSA and Agency facilities and cybersecurity rules, regulations, and policies, the Union may use Agency email systems, physical and electronic bulletin boards, desk drops, phones, signage etc., to communicate with employees.
- B. The Agency shall annually inform the employees of their right to Union representation. The Union has a right to inform employees of their right to Union representation.
- C. Upon request, the Agency will provide ESC with existing current electronic organizational charts for each organizational unit showing the chain of command. This request should be made to the Region 9 Human Resources Officer.

Section 5. Official Time

The Parties share the responsibility to ensure that official time is used effectively, efficiently, and is appropriately accounted for. Subject to this MCBA, the use of approved time by a Union Representative in the conduct of their representational duties shall be charged to official time.

- A. The Union may designate Representatives to act on its behalf. Nothing in this Article prevents a Union representative from requesting official time for a matter involving a geographical location different from their Official Work Location. The Union will inform the Agency of its current officers and committee members annually by February 1 of each year.
- B. In accordance with 5 USC 7131(d), Union Representatives may be eligible for official time as reasonable, necessary, and in the public interest. This includes requests for training at the local and national levels.

- C. Notwithstanding any other provision in this Agreement, any activities performed by Union Representatives relating to the internal business of the Union shall be performed during the time the Representatives are in nonduty status.
- D. Use of Official Time:
 - 1. When it is necessary for a Union representative to use official time for representational purposes, the Union representative will inform their immediate supervisor of the dates and times, and general purpose of the official time (e.g. General Labor-Management Relations, Term Negotiations, Mid-Term Negotiations and Dispute Resolution). In the event that a pressing job-related need precludes the immediate excusal of the Union representative, the supervisor will inform the Union representative of the earliest time they will be permitted to use official time. The Union representative will report to the supervisor upon the end of their use of official time.
 - 2. Union representatives will not use official time for internal union business including solicitation for membership or collection of dues.
- E. At the end of each pay period each Union representative will record their official time in the Agency's official time keeping system (currently People Plus) using the correct time keeping code(s).
- F. Overtime and Compensatory Time: Employees serving as Union Representatives may not earn compensatory time or overtime for representational activities. Union Representatives can work overtime or compensatory time to perform Agency work per the Work Schedules and Overtime Articles.
- G. Telework and Remote Work. Union Representatives, who otherwise meet the criteria set forth in the Telework and Remote Work Articles of this MCBA, may perform Union activities while at their Alternate Work Location and/or their Remote Work Location.

Section 6. Union Training

The use of official time for attending local union-sponsored training by Union Representatives is an appropriate matter for local level consideration. The use of official time for attending national union-sponsored training by Union Representatives is an appropriate matter for national level consideration.

Section 7. Union Travel and Per Diem

- A. The parties jointly commit to the following principles as the foundation for a productive and cost-effective labor management relationship:
 - 1. When the parties agree, the Agency will pay for Union travel and per diem.
 - 2. Consistent with this MCBA, the Parties will schedule meetings as efficiently as possible, including consolidating meetings when appropriate and holding certain meetings virtually.
 - 3. The parties are committed to reducing the amount of travel used for representational activities.

Section 8. Agency Commitments

On the second Thursday of October each year, the Parties will meet to discuss issues for which training of Agency managers, Union Officers and bargaining unit employees, could be beneficial. Upon agreement of the Parties, the Parties will jointly provide this training. The Parties may also discuss Unfair Labor Practice, Prohibited Personnel Practices, Grievance, 4711 complaint and EEO claim trends identified by either Party.

Section 9. Union Officials and Telework/Remote Work

A. Bargaining unit employees who serve as Union representatives may apply for Remote Work or Telework under the negotiated articles and their eligibility will be based on their Agency position of record. For the duration of their incumbency in the Union representative position, employees may perform representational duties, consistent with law and regulation while on official time, from remote or alternate work locations under either a signed Remote Work or Telework Agreement.

B. General

1. All Union representatives desiring Remote Work or Telework arrangements are required to submit to their supervisor as provided in the Remote Work or Telework Articles a completed application for Remote or Telework, which must include: a completed Remote Work or Telework Application/Agreement; a completed Employee Self-Certification Safety Checklist for the remote work/telework location; an attached copy of Employee's Approved Schedule; and a copy of evidence of Remote Work/Telework Training taken by the employee.

2. Unless herein stated otherwise, the rules and regulations governing Remote Work and Telework and contained in the Parties' Telework and Remote Work Articles continue to apply to all Union representatives performing representational duties from Remote or Alternate Work Locations. This includes, for example, changes in AWL or RWL.

3. Commuting Expenses to Official Agency Worksite:

- a. For a Union representative who has become a remote worker or a teleworker when traveling to their assigned official agency worksite for Union representational responsibilities, the Agency will pay/reimburse employees for transit benefits for that employee to the extent transit benefits are available for similarly situated employees.
- b. For a Union representative who has become a remote worker or teleworker and normally does not use transit benefits and whose RWL or AWL is outside the local commuting area, travel to their assigned official agency worksite solely for Union representational responsibilities will not be paid/reimbursed by the Agency unless the Agency initiates the request.
- c. A Union representative who has become a remote worker or teleworker who travels to the Official Agency Worksite at the Agency's request will be reimbursed the cost of travel available for similarly situated employees.
- d. For an Agency employee recalled due to Agency needs arising from the employee's position of record, nothing in this agreement supersedes the parties' Telework or Remote Work agreements and any Agency obligation to pay for/reimburse employee travel.

Section 10. Savings Clause

Nothing in this Agreement waives employee rights under 5 U.S.C. 7102 of the Statute or the Union's rights under Title 5 Chapter 71 of the U.S. Code.

FOR ESC:

FOR EPA: