

Agreement between EPA, Region 8 and AFGE Local 3607

Purpose: The following is an agreement between EPA Region 8 (Region) and AFGE Local 3607 (Union) regarding information sharing and the decision-making process in matters dealing with the planning, construction and relocation to the Region's new building. The parties agree that working within an atmosphere of pre-decisional input, collaboration and consensus will result in an improved work product, balancing the needs and desires of our employees and the external requirements placed on the Region by the budget and construction process. While this agreement is intended to minimize the need for traditional bargaining, and the parties agree to work towards that end, it is recognized that both the Region and the Union retain their fundamental rights under the Labor Relations statute (5 USC, Chapter 71).

Agreement:

1. The Union Move Action Team (MAT) member is the primary "in-process" source for Union input to individual MATs and the primary source of information back to the Union. The Union agrees that it will monitor the participation and level of engagement of each Union MAT member and take any steps it deems necessary to assure that its interests are being served. A Union designee may sit in as a back up for any Union MAT member unable to attend a scheduled MAT meeting.
2. Management recognizes that a Union MAT member does not have the authority to commit the Union to a course of action. They can be expected to provide the MAT with the Union's sensibility on a given issue, but only the AFGE 3607 Executive Board can resolve, approve or demand to bargain any individual issue.
3. If a MAT is responsible for a decision recommendation to the Relocation Management Workgroup (RMW) and the Union member does not agree with the MAT's recommendation that fact will be made known to the RMW at the time the decision recommendation is made.
4. The Region recognizes that an RMW meeting with a specific MAT for the purpose of reviewing work, giving guidance or direction, or receiving recommendations in advance of a decision is a formal discussion and the Union therefore has the right to be present. The Region agrees that it will inform the Union of the RMW meeting in advance and will provide them with the general nature of the meeting.
5. The relocation web-site on the Region's intranet will be used as the primary vehicle for information and status for all concerned. The Region and the Union agree that each MAT Team Leader and the Union MAT member, with input from the Union, will review their section of the website and make suggestions for improving the quality, completeness and timeliness of its updating and content. The Region agrees to allow access to the relocation web-site to additional Union to members as the Union may require carrying out its representational responsibilities.

6. The Union recognizes that there are a significant number of decisions made regarding the building that are outside of the control or authority of the Agency. The Region recognizes that there still exists the need for the information to determine the impact of those decisions on the bargaining unit.

7. The Union will address any request for desired information not readily available through an individual MAT to Dean Teasdale, Labor and Employee Relations Officer. While copies of documentation will be provided in many instances, the Union recognizes that some documents such as blueprints and design specifications are too voluminous and expensive to reproduce. In those instances, the Region agrees to provide the Union with access to those documents for their exclusive consideration.

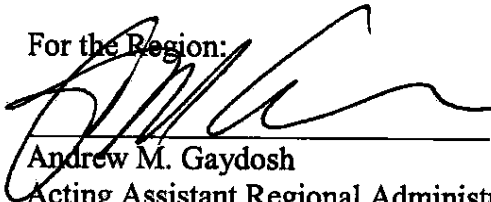
8. The Region will provide the Union with a copy of RMW meeting summaries. The meeting summary is separated into two distinct sections. The "Decisions" section identifies issues in which the RMW has made a decision regarding an aspect of the move. This triggers the contents of Article 45, Section 2 of the Master Collective Bargaining Agreement. The Union therefore has ten (10) days to inform Dean Teasdale in writing of their desire to negotiate and fourteen (14) days from the date of receipt to provide specific proposals. To the extent that the Region ultimately proposes or implements move related changes in working conditions that are not documented either in the Decisions section of the RMW meeting summaries or by other information provided to the Union, the Union reserves its statutory right to demand to bargain over those changes.

The second section of the meeting summary, "Action Items", provides a list of near future work to be explored or accomplished by the RMW. The Union agrees that this will provide them the opportunity to provide initial input to either the RMW or the responsible MAT in advance of RMW consideration of the issue.

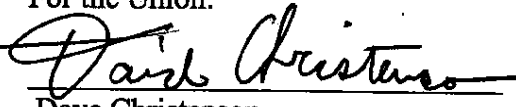
9. The Region will provide the Union with a copy of RMW meeting agendas in advance of a scheduled meeting. This agenda will provide the Union notification of a MAT presentation or other issue which would permit the Union to exercise their right to be present as addressed in #4 above. The Region will indicate on RMW meeting agendas which portions of the RMW meeting are open to the Union. The Region will also provide the Union with a copy of all RMW meeting summaries to date.

This agreement entered into this 28 of February, 2005.

For the Region:


Andrew M. Gaydosh
Acting Assistant Regional Administrator
Office of Technical and Management Services

For the Union:


Dave Christenson
President
AFGE Local 3607