

## Message

**From:** Vizian.Donna@epa.gov [Vizian.Donna@epa.gov]  
**Sent:**  
**To:** **Federal law prohibits disclosure / Ex. 3**  
**Subject:** Fwd: Implementation of new AFGE contract (8 July)

Begin forwarded message:

**From:** "Thomas, Deb" <thomas.debrah@epa.gov>  
**Date:** July 8, 2019 at 12:49:18 PM MDT  
**To:** "Vizian, Donna" <Vizian.Donna@epa.gov>  
**Subject:** Fwd: Implementation of new AFGE contract (8 July)

**From:** Personal Security Detail / Ex. 6 @epa.gov>  
**Date:** July 8, 2019 at 11:22:03 AM MDT  
**To:** "Thomas, Deb" <thomas.debrah@epa.gov>  
**Cc:** "Copt, Britta" <Copt.Britta@epa.gov>  
**Subject:** RE: Implementation of new AFGE contract (8 July)

Hello Deb:

I'm submitting several observation ahead of today's All-hands meeting regarding the contract.

1. Below you mention that the Agency is unilaterally imposing the contract after failed negotiations. The Federal Service Labor-Management Relations Statute (the Statute) section 7119 establishes the process to resolve negotiation impasses. There is no mention of the Federal Services Impasses Panel of the resolution of the impasse.
2. On Article 1, Section 1.B the Agency made reference to the Statute to say that it can only deal with one representative. The Statute in section 7114(b)(2) does not limit the negotiators to just one person. More than that, the way I read this means that the Agency does not want collaboration in general. To perform my job

as an RPM, I consult with my co-workers on a regular basis. They attend meetings, are part of email chains and become key in certain aspects of the Superfund process. My work product is better because of the various collaborators I have.

3. Article 1, Section 2 has a longer list of excluded employees than that in the Statute section 7112. Why does the Agency want to curtail the Statute right to that more employees than those listed in the Statute?
4. Article 2, Section 2 prohibits the use of official time pretty much for anything but I want to bring your attention to grievances. The imposed contract section is in direct contradiction of the Statute section 7121(b)(1)(C) and §7131(d). A similar argument follows for Section 3 of the article.
5. Union time rate sends the message that we, as employees, are valued at only one hour. If a problem arises, we only get an allotment of 60 minutes. It sends a strong message about what we mean to the Agency and is in direct contradiction of the supportive messages sent every so often, with the EVS as most recent example of language that says that we count.
6. Article 2, Section 6 does not provide for a timely response from Agency officials. Further in the imposed contract are the procedures for the grievance procedure. There is a time limit in the procedure that will be directly impacted by the limitations imposed in this section.
7. Article 3, in its totality, is directly against the Statute section 7102. By preventing the Union from a presence in the building, alongside with the curtailment of time to represent an employee, the Agency is violating the express intent of this section of the Statute.

I did not continue looking at the contract. My purpose is just to show you how negative it is for our relations. If you can,

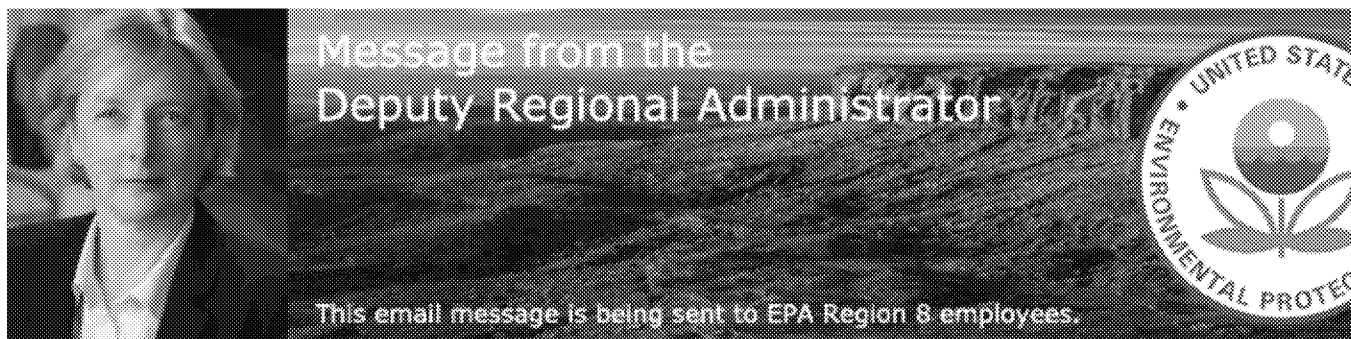
please have some answers to them for today's meeting.  
More than that, however, is for you to pass this on to HQ.

Thanks. See you this afternoon.

## Personal Security Detail / Ex. 6

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**From:** R8 Mass Mailer  
**Sent:** Monday, July 8, 2019 08:50  
**To:** R8 All Employee <R8\_All\_Employee@epa.gov>  
**Subject:** Implementation of new AFGE contract (8 July)



Dear Colleagues,

This is to inform you that a new Contract has been implemented for AFGE bargaining unit employees at EPA as of today – July 8, 2019. We will have an all-hands meeting at 2:30 pm today, July 8, 2019, to provide you with more information.

**Background:**

- The Agency has been in contract negotiations with AFGE since 2010. In 2016, after reaching a tentative agreement with the union on 5 articles, the union voted down the Contract through its ratification process. This failure to ratify the Contract sent the parties back to the negotiation table. After years of subsequent litigation, in May 2018, the Agency sent notice to AFGE that the Contract needed further updates, and therefore EPA was opening the full Contract. EPA has since attempted to bring AFGE to the bargaining table for more than a year, however AFGE has declined to negotiate the new Contract.

On June 24, 2019, the Agency informed AFGE that it would implement the new Contract on July 8, 2019. AFGE has maintained that it will not negotiate the full Contract. Therefore, given the Union's refusal to negotiate, the Agency implemented the Contract today.

**General Information:**

- This Contract only impacts AFGE bargaining unit employees. All non-AFGE employees (e.g., non-bargaining unit or other union employees) are not impacted by this change.
- It is incumbent on all Agency employees – managers, supervisors and employees alike – to understand and implement the provisions of this Contract, so I encourage you all to read it and understand its effects.
- Please note that there will be new forms for telework, work schedules and official time.
- Your supervisor will be in touch with you regarding direct impacts.

**Telework/Work Schedules:**

- The articles contain terms that will likely impact the majority of staff. Please ensure that you read and become familiar with the terms of these articles.
- Managers and employees are required to comply with the provisions in these articles as soon as possible, but absolutely no later than the pay period beginning August 4, 2019.

**Performance Management:**

- EPA's 5-tier performance rating structure has not changed per this Contract. As such, you will remain on your current PARS agreement. If there are any changes to this, management will provide more information later in the performance cycle.

**Union Representative Official Time:**

- If you are a union representative, please pay close attention to the new requirements regarding the process for requesting, using and reporting official time.

**Conclusion:**

We recognize that this will be a tough transition for the Agency and appreciate your support and patience as we move forward with the implementation of this Contract. If you have specific questions about the implementation or the language in the Contract, please contact your immediate supervisor or your union representative.

Deb Thomas  
Deputy Regional Administrator  
EPA, Region 8