

**NEGOTIATED AGREEMENT  
BETWEEN  
HEADQUARTERS  
ECONOMIC DEVELOPMENT  
ADMINISTRATION  
AND  
AFGE LOCAL 3810**

**DATED: 2/16/2021**

Negotiated during Fall 2020 by Greg Brown for Management and Asa Williams for the Local – For Electronic Signature.

FOR MANAGEMENT

FOR THE UNION

Greg Brown, EDA  
CFO/ASA  
Chief Negotiator for Management

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## **PREAMBLE**

Pursuant to policy set forth in Public Law 95-454. The Civil Service Reform Act of 1978 (ACT), the following articles constitute a collective agreement, hereafter referred to as the "Agreement" between the Economic Development Administration (EDA), U. S. Department of Commerce, hereafter referred to as "Management" and the American Federation of Government Employees, (AFGE) Local 3810, AFL-CIO, hereafter referred to as the "Union", together referred to as "the Parties", This agreement covers all bargaining unit employees hereafter referred to as "Employee". This Agreement and any subsequent supplementary agreements the parties may agree to hereunder shall be applicable uniformly throughout the bargaining unit.

## **ARTICLE 1**

### **RECOGNITION AND UNIT DESIGNATION**

**SECTION 1.** Management recognizes AFGE, Local 3810, as the exclusive representative of all employees of the unit identified in Section 2. below. The Union recognizes its responsibility to represent the interests of all unit employees with respect to conditions of employment.

**SECTION 2.** The unit of recognition includes all non-supervisory professional and non-professional employees in all of the offices of the Economic Development Administration (EDA). Excluded are professional employees assigned to the Austin Regional Office, professional and nonprofessional employees assigned to headquarters in Washington, DC, who have temporary appointments of one year or less, management officials, supervisors, a confidential employee; an employee engaged in personnel work on other than a purely clerical capacity: an employee engaged in administering the provisions of this chapter; any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or any employee primarily engaged in investigations or audit functions relating to the work of individuals employed by EDA whose duties directly affect the internal security of EDA, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity (5 USC 7112 (b) (2), (3), (4), (6), and (7)).

## **ARTICLE 2**

### **PURPOSE**

This Agreement states policies, procedures, and methods which govern working relationships between the Parties, and identifies subject matter of proper mutual concern.

The Parties have entered into this Agreement for the following reasons:

- A. To afford employees an opportunity for participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment;
- B. To facilitate the adjustment of grievances, complaints, disputes and impasses;
- C. To assure the rights of bargaining unit employees are supported;
- D. To provide for constructive and cooperative Labor-Management relations;
- E. To ensure that interactions between Management and bargaining unit employees occur in an atmosphere of mutual respect; and
- F. To provide for the efficient and economic operation of the Economic Development Administration.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**SECTION 1.** The administration of all matters covered by this Agreement are governed by existing or future laws and regulations of appropriate authorities; by existing Department of Commerce and Economic Development Administration regulations; and by subsequently published Department of Commerce and Economic Development Administration regulations required by law or by regulations of appropriate authorities, except as modified by this Agreement or any amendments to it.

**SECTION 2.** In accordance with the Act, nothing in this Agreement shall affect the authority of Management;

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the agency, and in accordance with applicable laws;
- 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. With respect to filling positions, to make selections for appointments from;
  1. Among properly ranked and certified candidates for promotion or
  2. Any other appropriate sources;
- E. To take whatever actions may be necessary to carry out EDA's mission during emergencies; and
- F. To determine the numbers, types and grades of employees or positions assigned to any organizational subdivision, work projects, or tour of duty, or on the technology, methods and means of performing work.

**SECTION 3.** Management shall provide the Union the opportunity to negotiate on the impact and implementation of actions Management takes in exercising its rights.

**SECTION 4.** Nothing in Section 1. Of this Article shall preclude Management from negotiating the procedures which Management officials will observe in exercising any authority under this section of appropriate arrangements for employees adversely affected by the exercise of any Management authority.

**SECTION 5.** Management reserves the right to communicate directly or indirectly with any/all employee(s) on any subject deemed appropriate by Management unless such communications would violate rights accorded the Union by law or this Agreement.

**SECTION 6.** Management retains the right to determine and to implement without consulting of negotiating with the Union, the procedures which Management will observe in exercising its rights with respect to positions outside the bargaining Unit.

#### **ARTICLE 4 UNION RIGHTS AND RESPONSIBILITIES**

**SECTION 1.** As the exclusive representative of employees in the bargaining unit, the Union is entitled to act for, and to negotiate agreements covering all unit employees without discrimination and without regard to dues paying membership in AFGE.

**SECTION 2.** The Union shall be given the opportunity to be represented at;

- A. Any formal discussion between one or more representatives of Management and one or more employees or their representatives concerning any grievance or any personnel policy of practice of other general condition of employment; or
- B. Any examination of an employee in the unit by a representative of an employee in the unit by a representative of Management in connection with an investigation if
  1. The employee reasonably believes that the examination may result in disciplinary action against the employee, and
  2. The employee requests representation.

**SECTION 3.** The Union agrees to accept bargaining unit employees as members without discrimination as to race, color, creed, sex, national origin, age, handicapping condition, preferential or non-preferential Civil Service status, political affiliation or marital status.

**SECTION 4.** The Union shall not call or engage in a strike, work stoppage, slow down, or picketing or condone any such activity and shall take affirmative action to prevent or stop such activity.

**SECTION 5.** The Parties agree that their officials will endeavor to informally settle differences at the lowest level possible.

## **ARTICLE 5 EMPLOYEE RIGHTS**

**SECTION 1.** Each bargaining unit employee has the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. The rights include;

- A. Acting for a labor organization in the capacity of a representative and in the capacity to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and
- B. Engaging in collective bargaining with respect to conditions of employment through exclusive representative.

**SECTION 2.** An employee shall not be precluded from being represented by an attorney or other representative, other than the Union, of the employee's own choosing in any grievance or appeal action or exercising grievance or appellate rights established by law, rule or regulation, except in the case of grievance or appeal procedures negotiated under this Agreement.

**SECTION 3.** Employees have the right, either individually or collectively, to petition Congress, or any member thereof, and neither Management nor Union shall interfere with or deny this right.

**SECTION 4.** Employees shall be provided the protection extended to them by law, regulation, or this Agreement.

**SECTION 5.** Employees have the right to bring matters or personal concern to the attention of their immediate supervisor at a mutually agreeable time.

**SECTION 6.** Employees have the right to have both Management and the Union apply all applicable provisions of this Agreement fairly and equitably to all employees or the bargaining unit without regard to race, creed, color, national origin, sex, age, marital status, handicapping condition, lawful political affiliation, preferential or non-preferential Civil Service status or membership in a lawful Union.

**SECTION 7.** At the request of an employee, Management will inform him/her whom to look to for supervision and performance appraisal.

## **ARTICLE 6 EQUAL EMPLOYMENT OPPURTUNITY**

**SECTION 1.** Management and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, physical handicap, age, creed or marital status. Whenever possible Management will have a positive, continuing and results-oriented program of affirmative action. The Parties agree that Equal Employment Opportunity shall be administered in accordance with Title 5 U. S. C. , Executive Order 114478, and applicable regulations.

**SECTION 2.** It is agreed by the Parties that the Union may submit nominees for EEO counselor positions. When making selections, Management will give consideration to the Union nominees.

**SECTION 3.** Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference and reprisal, and shall be entitle to expeditious processing of the complaint.

**SECTION 4.** An employee has the option of filing a complaint under the Negotiated Grievance Procedure (Article 7) or under the agency EEO complaint procedure, but not both. Prior to taking any action to resolve the complaint, EEO counselors will advise an inquiring employee of such option.

**SECTION 5.** The Parties recognize that sexual harassment is a form of misconduct which may undermine the integrity of the employment relationship and may adversely affect employee opportunity. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. The Parties agree to work to eliminate such occurrences.

**SECTION 6.** Management will establish an EEO Advisory Committee. The Union has the right to appoint one member to the Committee. The Union through its Committee representative, may recommend items of mutual interest in connection with EEO problems to the Committee for consideration.

## **ARTICLE 7 GRIEVANCE PROCEDURE**

**SECTION 1.** A grievance means any complaint:

- A. By any employee concerning any matter relating to the employment of the employee;
- B. By the Union concerning any matter relating to the employment of any employees; or
- C. By any employee, the Union, or Management concerning
  - 1. The effect of interpretation, or a claim or breach of a collective bargaining agreement; or
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions or employment.

**SECTION 2.** The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee, Union, and Management grievance over the interpretation of application of this Agreement and other employee dissatisfactions over matters subject to the control of Management. Unless otherwise provided for, this procedure will be the sole procedure available to the Union, Management or bargaining unit employees for resolving grievances.

Excluded from this negotiated grievance procedure are the following:

- A. Actions resulting from involvement in prohibited political activities;
- B. Actions relating to: (1) retirement, life or health insurance; (2) any examination, certification, or appointment, (3) suspension or removal predicated or accomplished in the interests of national security; (4) notice of proposed disciplinary action or notice of proposed adverse action;
- C. The classification of any position which does not result in the reduction-in-grade or pay of an employee;
- D. Termination of probationary, term and temporary employees;
- E. Filling of positions outside the bargaining unit;
- F. Non acceptance of suggestion, and
- G. The receipt of or failure to receive an incentive award.

However, the application of procedures would be grievable. Concerns of the Union regarding application of procedures in the incentive awards area will be addressed at the Labor-Management Committee (LMC) meetings.

**SECTION 3.** Since dissatisfactions and disagreements may occasionally arise with some people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on a grievant's good standing, performance, loyalty or desirability, nor will any reprisal be taken for initiating such grievance.

Similarly, the occurrence of grievances shall not be construed as reflecting unfavorably upon Management's quality of supervision or upon the Union's competence or good intentions.

**SECTION 4.** The Parties may agree to extend any time limit in this Article. Such extension will be documented prior to the expiration of the time limit. Failure of Management to observe the time limits shall be cause to advance the grievance to the next step. Failure of the Union or the aggrieved to observe time limits shall be cause for denial of any further remedy.

**SECTION 5.** Grievances, based on final decisions on unacceptable performance, removals, suspensions for more than fourteen (14) calendar days, reduction-in-grade or pay, or furlough for thirty (30) calendar days or less where the statutory review procedures have not been selected by the employee, will be initiated at Step 3. Of the negotiated grievance procedure (Section 6. C. below). Grievances over reprimands and suspension for fourteen (14) calendar days or less will be initiated at Step 2. Of the negotiated grievance procedure (Section 6. B. below).

**SECTION 6. EMPLOYEE GRIEVANCES**

- A. **Step 1.** The grievance shall be submitted in writing to the immediate supervisor within (15) work days of the action or condition giving rise to the grievance, or within fifteen (15) work days from the time at which the employee should reasonably have been aware of the action or conditions. However, a grievance over a continuous practice may be submitted at any time. A copy of the grievance shall be submitted to the Personnel Officer. The written presentation will contain:
1. The identity and title of the aggrieved;
  2. A specific and clear statement of the grievance;
  3. A statement of the items, regulations or Agreement alleged to have been violated citing specific paragraphs or articles; and
  4. The corrective actions desired, and/or relief sought;
  5. Designation by name of a representative or statement of self-representation.

On receipt of the written grievance by the supervisor, the supervisor or the employee may request a meeting on a mutually agreeable workday within five (5) work day for discussion of the grievance. Arrangement for the representative to be present is the responsibility of the grievant.

Following the date of this discussion of receipt of the grievance, whichever is later, the supervisor shall give a written decision to the employee within ten (10) work days. If the grievant does not request Union representation, the Union will be given the opportunity to be present during any adjustment meeting. It is agreed such adjustment will not be inconsistent with the terms of this Agreement.

- B. **Step 2.** (1) if the matter has not been satisfactorily resolved at Step 1. , then the grievant may submit the grievance to resolved at Step 1. , then the grievant may submit the grievance to the next higher level within three (3) work days (with a copy to the Personnel Officer). This written presentation will include the requirements outlined in Step 1. Above, refer to any meeting between the supervisor and the grievant, and include a copy of the supervisor's written decision. (2) Within seven (7) work days following receipt of the Step 2. Grievance, the grievance shall be reviewed and the deciding officials shall render to the grievant a written decision which is not inconsistent with this Agreement.
- C. **Step 3.** The employee may advance the grievance to the next higher level within five (5) work days (with a copy to the Personnel Officer) by submitting it to the next higher level with a copy of all documents developed during the 1<sup>st</sup> and 2<sup>nd</sup> steps where a decision shall be rendered within ten (10) work days of receipt.
- D. If the Parties mutually agree, a meeting may be held at Step 2. and Step 3. of this procedure.
- E. If the matter is still unresolved, only the Union or Management may invoke arbitration under the provision of Article 8, Arbitration.

**SECTION 7.**

- A. An employee or group of employees may present their grievances to Management and have them adjusted with or without the services of the Union. If presented without Union representation, Management may resolve such grievances, provided the adjustment is consistent with the terms of this Agreement and Management has given the Union reasonable advance notice of the grievance and an opportunity to be present at the adjustment.
- B. The decision at Step 3. Is final for employees who choose to present their grievances without Union representation.
- C. Should either Party question the grievability of a matter presented under the terms of this Agreement, such will be presented to an arbitrator in accordance with Article 8,
- D. Arbitration, as a threshold issue, in the event arbitration over the substance of the grievance occurs.
- E. In adverse action (5 U. S. C. 7512), EEO discrimination complaints, and removal or reduction-in-grade for unacceptable performance (5 U. S. C. 4303), the employee may use either the negotiated grievance procedure or the statutory appeals procedure, but not both. The employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance, in writing, in accordance with the provisions of the negotiated procedure, whichever event occurs first.
- F. Should the grievant raise a new issue or remedy not previously presented at the appropriate level of the grievance procedure, in the interest of resolving the grievance at the lowest possible level, such new issue or remedy will cause the grievance to revert to the next lower level for consideration/action within five (5) work days.

**SECTION 8.** Either Management or the Union may file grievances based on an action that concerns an alleged violation of the provisions of this Agreement, or any supplement to it. This is the sole vehicle for review of such actions. This provision shall not operate to restrict Management in the exercise of its retained rights.

- A. The Personnel Officer shall initiate a Management grievance in writing and present it to the Union President within twenty (20) work days of the action or condition giving rise to the grievance. Decisions by the Union President shall be rendered in writing no later than twenty (20) work days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management within twenty (20) work days.
- B. The Union President shall initiate a Union grievance in writing and present it to the Personnel Officer within twenty (20) work days of the action or condition giving rise to the grievance. Decisions by the Personnel Officer shall be rendered in writing no later than twenty (20) work days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union within twenty (20) work days.
- C. In the case of a Management or Union grievance, upon mutual consent, a meeting between the Parties will be held.

**SECTION 9.** Management will consider bargaining unit employees participating as witnesses in a grievance to be in a duty status during such participation except that no overtime is authorized.

**SECTION 10.** If at any step the Parties agree to the means of adjusting any grievances, they shall state their agreement in writing signed by all Parties. This will constitute the final resolution of the grievance.

**SECTION 11.** It is agreed that every effort will be made by the Parties, and the aggrieved to settle grievances at the lowest possible level.

**ARTICLE 8  
ARBITRATION**

**SECTION 1.** Within fifteen (15) work days after receipt of the Step 3. Decision under Article 7, either Party may invoke arbitration by notifying the other Party in writing. If no such notice is given within that

period, the grievance shall be deemed settled and not subject to arbitration. Union representation will be the same as that designated under Article 7.

**SECTION 2.** Within five (5) work days from the date of receipt of the written decision to invoke arbitration, the invoking Party will request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators, they will each alternately strike one arbitrator's name from the list of seven (7) and repeat this procedure. The procedure to determine who strikes the first name will be determined by lot. The remaining name will be the duly selected arbitrator. FMCS shall be notified which arbitrator has been selected.

**SECTION 3.** The Parties will attempt to agree within ten (10) work days, in writing, upon the precise issue(s) to be decided and will submit a joint statement to the effect in advance of any arbitration proceedings. If the Parties are unable to agree, each Party will specify the issue in writing with copies to each other and the arbitrator. Each Party will include with its statement of issues the redress it expects from arbitration. The arbitrator will not consider any issues that were not considered during Step 3. of the grievance procedure. The jurisdictional authority of the arbitrator is defined and limited to the issue submitted to his/her consistent with provisions of the Agreement.

**SECTION 4.** The arbitrator shall decide which issues are pertinent to the grievance. If both Parties agree that no hearing is necessary, the Parties will so advise the arbitrator.

**SECTION 5.** The arbitration hearing shall be held during the administrative work hours, Monday through Friday, at a site mutually agreed upon by the Parties. Witnesses, the grievant and his/her local representative presenting the issue(s) to the arbitrator may be in a duty status if they would otherwise be in a duty status. Witnesses will be present at the hearing only while testifying and should be permitted to testify only if the grievant and the Parties representative are present. Each Party may have three (3) observers at the hearing. The hearing will be open to other observers with the consent of both Parties. After the conclusion of the hearing, either Party may submit a post-hearing brief within a time limit specified by the arbitrator. Under no circumstances will premium pay or compensatory time off be authorized for or as a result of the proceedings.

**SECTION 6.** The Parties agree to exchange in writing at least five (5) work days before the hearing date, a list of any employee witnesses they intend to call.

**SECTION 7.** In fashioning an award, the arbitrator will not add to, subtract from or otherwise modify any of the terms of the Agreement, nor will the arbitrator substitute his/her discretion for that of the Union or Management where either Party has such discretion by virtue of the terms of this Agreement. The Department of Commerce (DOC) and the source of other regulations, as appropriate, and as may be necessary, will interpret for the arbitrator any DOC or other regulation being adjudicated under this procedure. The arbitrator is bound by such authoritative interpretations as well as those rendered by a higher authority of its own policies, rules and regulations. The arbitrator's award will also be in accordance with the terms of this Agreement and existing laws and regulations. The decision of the arbitrator shall be binding upon the Parties.

**SECTION 8.** The Parties will share the cost of arbitration, if any, as follows:

- A. The fees and expenses of the first two (2) arbitration hearing on employee grievances to occur after the effective date of this Agreement shall be borne by Management and the Union shall each pay fifty percent (50%) of the cost of subsequent hearings. Management shall bear the full cost of the arbitration of any grievance Management brings against the Union.
- B. If a transcript is required by the arbitrator, the cost shall be shared equally by the Parties. When a transcript is not required by the arbitrator, but either Party desires a transcript, the requesting Party shall bear the cost. If both Parties desire a transcript, the cost shall be shared equally.



The transcript, where required by the arbitrator or by mutual agreement of the Parties, shall be executed by a certified court reporter.

- C. All other costs which the Parties mutually agree to incur shall be shared equally.
- D. Travel and other expenses for Management representatives and witnesses will be paid by Management.
- E. Travel and other expenses for Union representatives and witnesses will be paid by the Union.

**SECTION 9.**

- A. The arbitrator will render a written decision within thirty (30) days from the date of the close of the hearing (or if a transcript is used, within thirty (30) days of receipt of the transcript). This decision shall set forth in detail the arbitrator's reasoning.
- B. Either Party may remand the issue to the arbitrator for the purpose of clarifying a decision or award. The Party remanding the decision shall pay any related costs.
- C. The date of the award shall be post-dated no more than five (5) days by the arbitrator to allow for lapse in time necessary for mail delays.

**SECTION 10.** Either Party may file exceptions to an arbitration award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the FLRA.

**SECTION 11.** All time limits in this Article shall be strictly enforced. Failure to observe the time limits to invoke arbitration shall nullify the grievance.

**ARTICLE 9  
REPRESENTATION**

**SECTION 1.** Management recognizes the AFGE Local 3810 (Union) President, or in the President's absence the Acting President, and the Chief Steward for representational purposes. Management will also recognize the AFGE Local 3810 Vice Presidents and duly appointed Union stewards for representational purposes for their respective Regional Office or the Headquarters Office. Each steward and vice president shall represent the bargaining unit members in their respective Regional Office or the Headquarters Office. The Union President may represent or designate the Chief Steward to represent any unit employee.

The Union President will provide the Assistant Secretary of Commerce for Economic Development and designated agency representative the name of each AFGE Local 3810 Vice President and steward, and their respective Regional or Headquarters Office. Management will recognize only those stewards and Vice Presidents whose names have been provided accordingly in writing. Management will recognize these representatives the day after the Union President properly notifies the Assistant Secretary of Commerce for Economic Development and designated agency representative of the designation.

**SECTION 2.** AFGE officers and stewards will receive official time for each bargaining unit employee to perform statutory representational activities pursuant to 5 U.S.C. § 7131. Absent exigent circumstances, the use of official time must be requested by the employee to their supervisor no less than 2 business days in advance. The supervisor will approve the requested time absent management's determination that the request interferes with business needs.

All unused time shall expire at the end of each calendar year. The union shall apportion the use of these hours among the representatives of the Union who are employees of EDA.

All representational activity will count against the bank of time allocated.

**SECTION 3.** The use of official time will be authorized only for EDA employee representatives. All requests for official time must be in accordance with Article 9 of this contract. Failure to follow these contractual requirements will result in denial of official time. Should it be necessary for Union representatives to leave

their work area, they shall first obtain written permission from their supervisor and the supervisor of the section they intend to visit, citing briefly the specific action to be accomplished, where and by what means. Management will respond at the earliest practicable opportunity. Permission will be granted in the absence of workload demands or other compelling reasons. Should workload demands be such that the visit must be delayed, the supervisor will grant their request at the earliest practicable opportunity. Upon conclusion of the business, both the representative and any employee(s) involved shall promptly report back to their work areas and inform their supervisors, or a person designated by their supervisor for that purpose, that they have returned.

**SECTION 4.** Management will grant recognized Union representatives official time, subject to the procedures and limitations contained in Sections 1, 2 and 3 of this Article, to engage in the following representational activities for the unit employees:

- A. Receiving, investigating and attempting to resolve grievances or complaints; and
- B. Preparation for and attendance at Arbitration Hearings in accordance with Article 8;
- C. Any other representational time required by the terms of this Agreement.

**SECTION 5.** Union officials will not conduct internal Union business while in a duty status or in the presence of any EDA employee who is in a duty status. These activities include, but are not limited to the following:

- A. Activities connected with organizing efforts and the internal Management of the Union;
- B. Solicitation of membership;
- C. Collection of dues or other assessments;
- D. Circulation of authorization cards or petitions;
- E. Solicitation of signatures on dues-withholding authorization forms or forms revoking dues-withholding authorization;
- F. Campaigning for Union office; and
- G. Distribution of literature related to internal union business.

**SECTION 6.** When the Union representatives are performing their official representational duties and the need for privacy arises, upon request, Management agrees to provide appropriate accommodation, if available, to meet this need.

**SECTION 7.** There shall be no restraint, interference, coercion or discrimination against the AFGE Local 3810 President, Vice Presidents, Chief Steward or other stewards because of their official representational duties.

**SECTION 8.** Representatives are only entitled to official time when they are otherwise in a duty status. Management is not obligated to incur any other expenses in connection with representational duties. Premium pay is not payable for the purpose of representational activities.

## **ARTICLE 10 DUES WITHHOLDING**

**SECTION 1.** This Article is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensations. The Parties agree that the provisions of this Article are subject to, and will be governed by, applicable Federal laws, rules and regulations issued by OPM, FLRA and DOC regulations, and will be modified by any future amendments thereto. This Article covers all eligible employees;

- A. Who are members in good standing in the Union;
- B. Who voluntarily complete Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;
- C. Who receive compensation sufficient to cover the total amount of the allotment; and,
- D. Who are in an exclusive bargaining unit, and are members of a local Union holding exclusive recognition in that unit.

**SECTION 2. THE UNION IS RESPONSIBLE FOR:**

- A. Informing its members of the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked. To this end, the Union shall provide each bargaining unit employee who wishes to join the Union the following information about revocation of dues withholding before the employee executes SF 1187.
  - 1. The employee may only request a revocation of his/her allotment of the Union dues by submitting to the Personnel Office either a signed SF 1188 or a signed memorandum containing the employee's name and employee number or social security number.
  - 2. During the first year of authorized dues withholding, employees may not request a revocation of dues withholding authorization.
  - 3. Following the first year of authorized dues withholding, any employee may request a revocation of dues withholding at any time the employee chooses.
  - 4. Following the first year of authorized dues withholding, an employee's request to revoke dues withholding will be processed by the Agency as soon as administratively feasible.
  - 5. By signing the SF 1187, an employee agrees to the restrictions contained in subsection A. 3. above on when he/she may request to revoke authorization for the deduction of Union dues. This constitutes a waiver of his/her right to request revocation of such authorization at any time.
- B. Purchasing and distributing to its members SF 1187;
- C. Notifying the Personnel Officer or his designee in writing of :
  - 1. Current authorized names and titles of officials who will make the necessary certification of SF 1187 in accordance with this Agreement.
  - 2. Any change in the amount of dues to be deducted; and
  - 3. Any employee who, within ten(10) days of the date of such determination, is no longer in good standing;
- D. Forwarding properly executed and certified SF 1187 to the Personnel Officer or his designee on a timely basis;
- E. Promptly forwarding an employee's revocation (me memorandum or SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Personnel Officer or his designee when such revocation is submitted to the Union; and
- F. Keeping the Personnel Officer or his designee informed of the name, title and address of the allottee to whom remittance should be sent. Until further notice, this will be the Union Treasurer.

**SECTION 3. MANAGEMENT IS RESPONSIBLE FOR:**

- A. Permitting and processing voluntary allotments of dues in accordance with this Agreement;
- B. Withholding dues on a bi-weekly basis;
- C. Notifying the Union when an employee is not eligible for a allotment;
- D. Withholding new amounts of dues upon certification from the authorized Union Official;
- E. Transmitting remittance checks to the allottee designed by the Union, together with a listing of employees for whom deductions were made; and
- F. Providing on the remittance listing the name of each employee for whom a deduction has been authorized to be made during the current pay period, and for each employee or group of employees, to the extent applicable, the amount withheld or an indication of no deduction because of compensation insufficient to permit a deduction.

**SECTION 4. JOINT STIPULATIONS**

- A. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months.
- B. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the Union. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining Party agrees to promptly refund the amount in error.

**SECTION 5.** The Personnel Officer or his designee will be responsible for coordinating the actions described under this Article prior to payroll processing. The effective dates for actions under his Article are as follows:

a. Start of dues withholding properly	First pay period after date of receipt of executed and certified SF-1187 by Payroll Office. An Employee must remain on payroll deductions for one year after commencement of dues withholding.
b. Change in the amounts of dues	First pay period after receipt of certification in Payroll Office: No more than every twelve (12) months.
c. Terminations due to loss of membership in good standing	First pay period after the date of receipt of notification in the Payroll office.
d. Termination due to loss of exclusive recognition on which allotment was based	First pay period after the date of receipt of notification in Payroll Office.
e. Termination due to Separation of movement outside of unit of recognition	First pay period after the date of receipt of notification in Payroll Office.

**ARTICLE 11  
PUBLICIZING**

**SECTION 1.** Management shall allow the use of physical or electronic areas that are mutually agreed upon by the Parties, for the display of notices, etc. bulletin boards will be prominently identified as such by Management. The Union agrees that postings will appear nowhere else in EDA spaces and that information posted will not contain items relating to partisan political matters, attacks upon individuals, and will not contain language which maligns the character of any individual federal employee.

**SECTION 2.** Management will list the name and office telephone number of the Union President in the EDA telephone directory as soon as it is practicable to do so.

**ARTICLE 12  
LABOR-MANAGEMENT RELATIONS**

**SECTION 1.** Management and the Union recognize that cooperation between Management and its employees is desirable for the effective and efficient administration of this Agreement. To this end, both Parties agree to establish a Joint Labor-Management Committee (LMC) to foster communication and cooperation between the Parties. The LMC shall meet monthly or, with mutual consent of both parties, more often or less frequently, as may be appropriate. The LMC members shall include the AFGE Local 3810 President, Recording Secretary, and AFGE Local 3810's Vice Presidents or their designees. The Union shall have up to nine members and Management shall have up to five members on the LMC. Either

Party may have additional representatives at any particular meeting with prior consent of the other party.

**SECTION 2.** The LMC shall meet once per month for no longer than one-hour in duration unless otherwise agreed upon by both parties. The LMC shall have as its purpose and shall give consideration to such matters as: the interpretation and application of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; matters relating to education and training; the safeguarding of health and safety, and strengthening of morale of the unit. No individual grievances shall be discussed at these meetings.

**SECTION 3.** It is understood that Labor will continue to provide the proposed agenda, if any, and the names of the attendees, at least three days in advance of the meeting. Labor will prepare a brief summary of these meetings normally within ten days for review and comment. These minutes will be reviewed and voted upon at the beginning of the subsequent LMC meeting, indicating approval. Only officially approved and adopted minutes may be disseminated.

**SECTION 4.** The LMC will utilize teleconferencing to the maximum extent possible. Meetings shall be conducted on official time if the employees are otherwise in an official duty status. Employees may not receive premium pay for attendance at LMC meetings.

### **ARTICLE 13 MERIT ASSIGNMENT PROGRAM**

**SECTION 1.** For two years from the effective date of this Agreement, the initial area of consideration for bargaining unit positions at the GS-13 level and below filled through EDA's Merit Assignment Program shall be limited to current EDA employees serving in career or career conditional appointments.

**SECTION 2.** If three (3) or more current EDA employees are ranked as best qualified under Merit Assignment procedures, the selecting official will receive a certificate consisting solely of those names, up to a maximum of ten (10).

**SECTION 3.** If the initial area of consideration does not yield at least three (3) best qualified candidates, or the selecting official does not make a selection from the initial certificate, the area of consideration may be expanded.

### **ARTICLE 14 PRIORITY PLACEMENT PROGRAM (PPP)**

**SECTION 1.** Management will provide assistance to eligible employees in registering for the PPP, including conducting or arranging for orientation session(s) and assisting employees in competing and submitting registration forms.

**SECTION 2.** It is the responsibility of all PPP registrants to participate fully in the program. Employees who do not participate fully in the consideration process (e. g. will not go on interviews) will be removed from the program. Prior to any removal, the Personnel Officer will consider the circumstances surrounding a failure to participate to determine whether removal is warranted in each individual case.

**SECTION 3.** To notify employees that the PPP is appropriately cleared, Management will note the date cleared on the face of vacancy announcements.

**SECTION 4.** Bargaining unit PPP candidates will be given written notification of the EDA positions for which they are being considered for priority placement, and, if not selected, the reason for their non-selection.

**SECTION 5.** The decision of a selecting official not to select any PPP eligible referred for a position from a list of PPP candidates will be reviewed by his/her supervisor. In performing the review, the supervisor will consult with the Personnel Officer.

**SECTION 6.** Candidates for vacant positions under the PPP will be given priority over candidates from the Commuting Area Reemployment Priority List (RPL). To this end, a list of PPP eligibles will be assembled and cleared prior to RPL candidates receiving consideration.

**SECTION 7.** Management shall provide the LMC with reports on the performance of the Department and EDA Priority Placement Program with respect to bargaining unit employees. The LMC will determine the content and frequency of such reports.

## **ARTICLE 15 POSITION CLASSIFICATION**

**SECTION 1.** Each position in the bargaining unit will be classified in accordance with applicable laws and regulations.

**SECTION 2.** Management will provide each employee with a position description, the contents of which will be in accordance with applicable regulations (DAO 202-511).

**SECTION 3.** When the employee believes that significant changes have occurred in his/her regularly assigned responsibilities, the employee will discuss the situation with his/her supervisor. If the supervisor cannot resolve the employee's concerns to the employee's satisfaction, the employee may request that the supervisor arrange for an appropriate personnel specialist to provide further information to the employee.

**SECTION 4.** No position will be downgraded without a thorough review and an analysis of job functions by Management. Any downgrading due to a position reclassification may be applied under Article 7, Grievance Procedure.

**SECTION 5.** Management will provide employees who request it, a copy of the classification evaluation statement of their position description, provided an evaluation statement exists, when an employee seeks to appeal the classification of that position.

**SECTION 6.** The Union may review copies of classification standards in the Personnel Management Division.

**SECTION 7.** Management shall notify the Union as soon as possible after it receives official notice of a Personnel Management Evaluation (PME) which will involve the audit of bargaining unit positions.

**SECTION 8.** Management will give the Union access to any OPM bulletin it receives which may reflect recent changes in classification standards.

## **ARTICLE 16 GENERAL WORKFORCE PERFORMANCE APPRAISALS**

**SECTION 1.** Supervisors will annually, by the bargaining of each appraisal period, provide each employee with a written performance plan which contains critical elements and performance standards. Critical elements must be consistent with duties and responsibilities set forth in the strategic plans and goals of the agency. The Parties acknowledge that modifications and/or additions to the plan may be necessary during the appraisal period.

**SECTION 2.** An employee's annual and sick leave balances will not be a factor in any appraisal of performance.

**SECTION 3.** Each employee may expect to receive a performance appraisal when it is due. Management will take appropriate action with respect to any overdue appraisals.

**SECTION 4.** The Parties agree that the LMC is the appropriate forum to discuss general questions relating to the performance appraisal process.

**SECTION 5.** An employee's request for a formal or informal reconsideration of a performance rating should be resolved under the grievance procedure DAO 202-430.

**ARTICLE 17  
REDUCTION-IN-FORCE (RIF)**

**SECTION 1.** Prior to any reorganization involving bargaining unit employees, Management will give the Union an opportunity to bargain, to the extent permitted by law, concerning the procedures to be followed and the arrangements for employees adversely affected. In the event the Parties fail to reach an Agreement on these matters, they will utilize applicable third Party dispute resolution mechanisms provided by law.

**SECTION 2.** Management will provide a general notice to each affected employee prior to issuing any written RIF notice.

**SECTION 3.** Management will provide a written specific notice to each affected employee at least thirty (30) days prior to the effective date of the specific RIF action.

**SECTION 4.** To eliminate or minimize the adverse effect upon bargaining unit employees in a RIF situation, Management shall, to the extent feasible, achieve the necessary personnel reductions by considering alternatives such as attrition, early retirement, re-assignment and reimbursable details. In addition, Management will consider filling vacant positions with affected employees.

**SECTION 5.** If a RIF becomes necessary, Management will afford each displaced employee an opportunity to participate in the OPM's Interagency Placement Assistance Plan.

**SECTION 6.** The Competitive Area established for purposes of any contemplated RIF or transfer of function proceeding during the term of this Agreement encompasses all EDA Headquarters office employees.

**SECTION 7.** Employees appealing actions under the RIF which adversely affect him/her may not utilize the negotiated grievance procedure. Such appeals must be filed with Merit Systems Protection Board (MSPB). The employee may request Union representation in presenting his/her appeal.

**ARTICLE 18  
PROFESSIONAL DEVELOPMENT**

**SECTION 1.** The Parties recognizes that training and development of employees are essential to EDA's operational effectiveness. Recommendations and selections will be made without regard to race, sex, age, religion, handicap or national origin. The choice of subject matter, areas for training, selection of employees and assignment of training priorities is a function of Management. All training provided by EDA under the provisions of the Government Employees Training Act must be job related. The Parties agree that selections for training opportunities which provide promotion potential will be competitive.

**SECTION 2.** Each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential value through self-development, and for taking advantage of training and educational opportunities which will add to the skills and qualifications needed to increase opportunities for possible

advancement. To this end, each employee, together with his/her supervisor, may complete an Individual Development Plan (IDP) which will identify developmental objectives, developmental assignments, formal classroom training, informal training (i.e., on-the-job training, details) and other activities that may be pursued. This will be an annual assessment. A copy of the assessment will be maintained with the employee's performance plan document. Copies of the IDP will be retained by the supervisor and the employee.

**SECTION 3.** Requests for training will be submitted by the employee or other appropriate source (e.g., supervisor) on behalf of the employees requesting training. Justifications for training should cite appropriate sections of the employee's annual performance appraisal and the EDP. Office of Finance and Management Service staff will review and process requests as appropriate. Employees will be notified of approval/denial prior to the training date. Within budget constraints, and assuming no adverse impact on the agency's ability to accomplish its mission, training will be afforded to as many employees as possible each year.

**SECTION 4.** Management will assist employees seeking career counseling related to education and/or qualifications required for specific job opportunities. A special effort will be made whenever possible, to assure that downgraded or other adversely affected employees are properly trained to perform new position functions.

**SECTION 5.** Certain training may be essential to the adequate performance of duties, thus requiring the employee's attendance. Management will make every effort to arrange mandatory training during the work week and within the immediate commuting area. Failure to attend may result in disciplinary action. It is understood that when such training is required, serious consideration will be given to any reasons offered by the employee for not being able to attend scheduled training sessions.

## **ARTICLE 19 LEAVE**

### **SECTION 1. GENERAL PROVISIONS**

Employees are responsible for scheduling, requesting and using leave in accordance with applicable regulations.

### **SECTION 2. ANNUAL LEAVE**

- A. Employees shall earn and Management will grant annual leave in accordance with applicable laws and regulations. Careful consideration shall be given the desires and needs of the employees in granting annual leave, subject to operational requirements.
- B. When a supervisor charges leave for tardiness, the employee(s) will be so notified and will not work during the charged leave period.
- C. Employees will normally use the electronic time and attendance system, currently WebTA or a manual Application for Leave (OPM-71) for requesting scheduled leave. A request for leave approval does not guarantee that leave will be granted. Personnel shortages, conflicting requests, overtime, etc., may necessitate a change in leave periods or cancellation of approval leave.
- D. Except in emergency situations, annual leave used for personal purposes shall be requested and approved in advance to permit careful scheduling of leave for all employees concerned and to meet the needs of the work unit.
- E. In the event of a death in the immediate family of any employee, Management will make every effort to grant annual leave, sick leave (or leave without pay if there is no accrued annual or sick leave) as requested.

### **SECTION 3. SICK LEAVE**

Employees may request and be granted sick leave in accordance with applicable regulations.



#### **SECTION 4. REASONABLE ACCOMMODATION AND FAMILY AND MEDICAL LEAVE ACT**

1. Employees may be entitled to leave under the provisions of the Family and Medical Leave Act in accordance with 5 USC §6381-6387 to a total of 12 administrative workweeks of unpaid leave during any 12-month period for:
  - a) the birth of a son or daughter of the employee and in order to care for such son or daughter.
  - b) the placement of a son or daughter with the employee for adoption or foster care.
  - c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
  - d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's position.
  - e) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
2. An employee seeking to request leave for Paid Parental Leave in accordance with Public Law 116-92, should submit such request four weeks in advance of the proposed start date. Approval of leave for this reason will be consistent with entitlements under FMLA and will be considered on its own merits.
3. When an employee reports a medical condition, which may impede his/her ability perform the essential functions of the position, the Agency's Reasonable Accommodation Coordinator will work with the employee to initiate the interactive reasonable accommodation process outlined in DAO 215-10. Efforts will be made to accommodate employees in need of position modification on a temporary basis to the extent management's rights are not impeded.

#### **SECTION 5. ADVANCED LEAVE**

In case of serious disability or ailment, when the exigencies of the situation require, employees may request and be granted advanced sick leave in addition to the sick leave to their credit, regardless of whether they have annual leave to their credit. Advances of sick leave are subject to limitations in the regulations.

Employees may be granted advanced annual leave in accordance with leave regulations at the supervisor's discretion.

#### **SECTION 6. BLOOD DONATION**

Employees who donate blood to the Red Cross, or in emergency situations to local hospitals or blood banks of nonprofit institutions, will be excused from duty for up to four hours to donate blood (not including the lunch period) unless their presence at work is required by the press or business.

#### **SECTION 7. ABSENCE FOR VOTING AND REGISTRATION**

Employees may be excused for reasonable time, when practicable to do so without unduly interfering with operations, to register to vote or vote in elections. Absences for this activity must be in accordance with regulations.

#### **SECTION 8. RELIGIOUS OBSERVANCES**

Management recognizes that an employee may request to perform compensatory overtime work and to be granted compensatory time off for any period that his/her personnel religious beliefs require abstention from work. Such requests will be granted when they meet the criteria established by applicable regulations (5 CFR Part 550, Subpart j).

### **ARTICLE 20 HEALTH AND SAFETY**

**SECTION 1.** It is the responsibility of Management to provide safe of Management to provide safe working conditions and to develop a safety conscious workforce. The Union will cooperate with an assist Management to meet this responsibility. To facilitate this effort, the Parties will each designate a health and safety official. These two officials will coordinate efforts in maintaining safe and healthful working

conditions.

The Parties strongly encourage the observance of safety rules and safe procedures by employees, and correction of unsafe conditions. Routine problems which arise (e. g. . , broken lights, malfunctioning equipment, liquid spills in the hallways) will continue to be called in to the building facilities maintenance staff by the employee or through a designated office coordinator. Those conditions which persist or which are hazardous to the employee's health and general well being will be referred to the health and safety officials who will actively seek to have the appropriate authorities correct the situation.

**SECTION 2.** In the event of dissatisfaction with working conditions, the Parties will raise the issued for consideration during a meeting of the LMC.

**SECTION 3.** The Parties agree that the abuse of alcohol or other drugs. Is a treatable health problem. The Parties encourage employees who feel they may have such health related problems voluntarily to seek counseling and information through established programs. Management will refer for professional counseling any employees who seek assistance. Such referrals shall be made on a confidential basis.

#### **ARTICLE 21**

##### **TRAVEL**

Management agrees to schedule travel for bargaining unit employees in accordance with applicable regulations. To the extent administratively possible, Management will schedule official travel within the regular work week.

#### **ARTICLE 22**

##### **DISCIPLINE AND ADVERSE ACTION**

An employee may seek redress of a disciplinary or adverse action in accordance with Article 7, Grievance Procedure.

#### **ARTICLE 23**

##### **CONTRACTING OUT**

**SECTION 1.** Management agrees to inform the Union regarding any review of a function for contracting out which may adversely impact bargaining unit employees.

**SECTION 2.** Management will promptly notify the Union when it makes a final decision for or against contracting out. Any request by the Union to bargain impact of a decision to contract out will be handled in accordance with the provisions of Article 24, Matters Appropriate for Negotiation and Consultation.

**SECTION 3.** Management agrees to consider all possible avenues in an effort to minimize the impact on employees when positions are contracted out.

#### **ARTICLE 24**

##### **MATTERS APPROPRIATE FOR NEGOTIATION AND CONSULTATION**

**SECTION 1.** Management, provided the Union so requests in accordance with the provisions of Section 3, below, agreed to enter into consultation or negotiation before implementing or changing any personnel policy or procedure pertaining to matters that effect conditions of employment.

**SECTION 2.** The Parties agree that matters appropriate for consultation or negotiation are personnel policies and practices related to working conditions which fall within the scope of Management's authority and for which Management is required to meet and confer by Federal Law.

**SECTION 3.** Where during the life of this Agreement, Management proposes to act on a condition of employment which substantially impacts employees of the bargaining unit, in accordance with the Act, Management will provide the Union reasonable advance written notice prior to the proposed implementation date. Within ten (10) calendar days after receipt of the proposal, the Union shall notify

Management, in writing, of its desire to either (1) consult or (2) negotiate on the proposed action. An election by the Union to consult constitutes a waiver of its right to negotiate. Union notification of election to negotiate shall be accompanied by written specific proposals. The Parties shall meet generally within five (5) calendar days from receipt of the Union's proposals to negotiate. The above time limits may be extended by mutual agreement.

- A. Should the Union elect to consult, a special LMC meeting shall be convened generally within five (5) calendar days of notification to consult, for the purpose of giving due regard to the Union's views on the proposed action, carefully reviewing Union input with the intent to implement where appropriate.
- B. It is agreed that when the Union requests negotiations in accordance with this Article, the following procedures will govern the negotiations.
  - 1. Negotiations will be held in facilities arranged for by Management within the general commuting area of the employees within the bargaining unit, or will be held virtually using a mutually agreed upon webinar platform in the event travel and in-person meeting is not feasible or possible.
  - 2. Each Party shall be represented at the negotiations by not more than three (3) negotiators, one of whom will be designed as the chief negotiator. The number of employees for whom official time to negotiate is authorized shall not exceed the number of individuals designated as representing Management for such purposes.
  - 3. Proposed changes in conditions of employment shall not be implemented prior to good faith negotiations, provided negotiations were requested by the Union.
  - 4. Services of the FMCS and/or the Federal Service Impasses Panel (FSIP) will be utilized as appropriate to resolve impasses which may occur during the negotiations.

**SECTION 4.** It is agreed that when, during the negotiations process either Party declares an impasse and neither Party has requested the services of the FSIP within five (5) calendar days, Management may effect the proposed change in accordance with the last proposal made by Management and appropriate notice is given to the Union, as to when the changes are intended to be put into effect.

**SECTION 5.** Policies, regulations and procedures established under, and decisions issued under, E. O. 11491, 11616, 11636, 11787, and 11838, or under any other Executive Order in effect on January 11, 1979, shall remain in full force and effect until revised or revoked by the President, or unless superseded by specific provisions of 5 U. S. C. 71 or by regulations or decisions issued pursuant to 5 U. S. C. 71.

## **ARTICLE 25**

### **DURATION AND TERMS OF AGREEMENT**

**SECTION 1.** This Agreement shall be in full force and effect for a period of three (3) years from the date of approval.

**SECTION 2.** At least sixty (60) days, but no earlier than ninety (90) calendar days prior to the expiration date, either Party may notify the other Party, in writing, of the intent to terminate or modify this Agreement. The written notice shall have attached the requesting Party's proposals for negotiation. Negotiations will commence within five (5) weeks of the date of the original notice requesting negotiations. If negotiations proceed past the expiration date of the Agreement, the Agreement will automatically be extended until negotiations are concluded.

**SECTION 3.** If neither Party serves notice to renegotiate this Agreement prior to its expiration, it will be automatically extended for another year.

**SECTION 4.** If, over the life of the Agreement, either Party believes that the Agreement, either Party believes that the Agreement would be more effectively implemented with the modification of certain provisions, that Party may propose that such provisions be opened up for bargaining. If the other Party concurs, the provisions will be bargained.

**ARTICLE 26  
DISTRIBUTION**

**SECTION 1.** Management agrees to provide the Union with two hundred (200) printed copies of the Agreement to distribute as the Union sees fit.

**SECTION 2.** Management agrees to provide a printed copy of the Agreement to each new bargaining unit employee.

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