

1 **Article 30**

2
3 **Official Time**

4
5
6 **Section 1. Policy Statement**

7
8 Union officials, when not engaged in authorized labor-management activities, are
9 expected to accomplish the duties of the position to which they have been assigned.

10 The Administration recognizes that in the furtherance of good labor-management
11 relations as provided for in the Civil Service Reform Act of 1978, Union officials have the
12 responsibility of carrying out representational duties.

13
14
15 **Section 2. Designation**

16
17 **The Union will provide the Administration with lists of designated Union**
18 **officials as appropriate users of official time. The initial designations will be**
19 **provided to management on or before the effective date of the agreement.**
20 **Changes may be provided on an ongoing basis.**

- 23 A. ~~The Union will provide the Office of Labor Management and Employee Relations~~
24 ~~(OLMER) with electronic lists of all designated union representatives within 60 days~~
25 ~~of the effective date of this Agreement. The Union will continue to provide OLMER~~
26 ~~with updated summary lists as necessary. Each list will include the name, union~~
27 ~~position, designated official time percentage available to the representative (i.e.,~~
28 ~~100%, 50% or 25%), component, council, local, duty location and telephone number~~
29 ~~of each designated union representative.~~
- 30
- 31 B. ~~Only those union representatives identified on the list provided by the Union will be~~
32 ~~authorized official time for union representational activities and labor-management~~
33 ~~relations functions.~~

34

35 **Section 3. Union Sponsored Training**

36

- 37 A. The Administration recognizes that union sponsored training is an appropriate
38 representational activity for which official time may be used. ~~When requesting~~
39 ~~official time for union sponsored training or conferences, the Union will provide the~~
40 ~~appropriate management official with documentation, at the time of the request,~~
41 ~~denoting the date, location, subject matter and provider or sponsor of the training or~~
42 ~~conference. Management will timely respond to the request after receiving the~~
43 ~~information from the Union.~~ **Official time will be approved after submission of**
44 **the agenda.**

45

46 ~~B. The Administration's sole expense for all union sponsored training will be official~~
47 ~~time.~~ Where available, the Agency shall permit the use of Agency training space
48 **and furnishings.**

49

50 **Section 4. Exclusions**

51

52 A. Official time is ~~not~~ appropriate for use by a union representative for work performed
53 at home ~~(including under an authorized flexiplace agreement).~~ **Official time is not**
54 **appropriate for use** ~~or~~ outside the time the union representative would otherwise be
55 in duty status. This section is not intended to preclude a remedy of straight time in
56 accordance with case law.

57

58 ~~B. In accordance with 5 USC 7131 (b), the use of official time is prohibited for internal~~
59 ~~union business.~~

60

61 ~~C. Employees filing Article 24, Section 9 grievances and witnesses at arbitration~~
62 ~~hearings will be granted a reasonable amount of official time, not subject to~~
63 ~~individual caps or the bank to prepare and present their grievances and~~
64 ~~testimony.~~

65

66 **Section 5. Provisions for Official Time**

67

68 A. ~~Consistent with 5 U.S.C. 7131 and this Agreement,~~ Union representatives will be
69 granted official time **for all representational functions and labor management**
70 **activities**, subject to the **exclusions in 5 U.S.C. 7131 (b), and the** availability of
71 official time as described below. ~~, for the following representational activities:~~

72

73 1. ~~Term Negotiations~~—to prepare for and negotiate a collective bargaining
74 agreement.

75

76 2. ~~Mid-Term Negotiations~~—to prepare for and bargain over issues raised during
77 the life of a term agreement.

78

79 3. ~~Dispute Resolution~~—to process grievances up to and including arbitrations and
80 **all appeals or exceptions to the arbitrator's award.** ~~to process appeals of~~
81 ~~bargaining unit employees to the MSPB, FLRA and, as necessary, to the courts.~~

82

83 4. **General Labor-Management Relations**—meetings between labor and
84 management officials to discuss general conditions of employment, labor-
85 management committee meetings, labor relations training for union
86 representatives, union participation in formal meetings and investigative
87 interviews, **worker's compensation, attendance at EEO hearings as a**
88 **representative of the Union** and all other general labor relations activities
89 consistent with ~~5 USC 71.~~

90

91 B. The Union will be allowed to use up to 250,000 hours per fiscal year for the official
92 time activities identified in Section 5.4A, **noting the exclusions below for official**
93 **time usage.** ~~This includes official time authorized pursuant to 5 U.S.C. 7131 (a), (c)~~
94 ~~and (d).~~ Unused official time hours ~~do not~~ **will be** carried over into the next fiscal
95 year. If the bank of 250,000 hours is exhausted prior to the end of the fiscal year,
96 the Union shall receive ~~whatever~~ **reasonable and necessary time needed to fulfill**
97 **its representational responsibilities** ~~additional hours are required to fulfill its~~
98 ~~entitlements under 5 U.S.C. 7131 (a) and (c) of the Statute. For purposes of this~~
99 ~~section the bank will be considered exhausted after 245,000 hours have been used.~~

100

101 **Time for the activities listed below will not be charged to the bank but will be**
102 **made available to properly designated representatives, who would otherwise**
103 **be in duty status. Consistent with 5 USC 71 and this Agreement, Union**
104 **designees will be granted reasonable and necessary time to carry out the**
105 **following functions:**

- 106 a. **Term agreement bargaining in accordance with 5 U.S.C. 7131(a)**
107 **and this agreement.**
- 108 b. **Mid-term consultation and/or bargaining on management-**
109 **initiated changes.**
- 110 c. **FLRA and MSPB proceedings.**
- 111 d. **Representation of bargaining unit employees who have filed**
112 **formal or informal EEO complaints.**
- 113 e. **Management-initiated grievances.**
- 114 f. **Union/Management meetings held at any level of the Agency.**
- 115 g. **Rest breaks during a period of official time.**
- 116 h. **ADR and mediation.**
- 117 i. **Semi-annual health and safety inspections.**

118 **j. Travel time, including E2 Solutions, for any of the above**
119 **functions.**

120 **k. Administration of official time**

121

122

123 ~~C. Union representatives will be allowed to use the official time hours described in~~
124 ~~Section 5.B in the performance of union representational activities as described in~~
125 ~~Section 5.A as follows:~~

126

127 ~~1. Twelve (12) union representatives will be authorized to use up to 100% of the~~
128 ~~hours in a work year (maximum of 2080 hours per fiscal year) and,~~

129

130 ~~2. One hundred and thirty five (135) union representatives will be authorized to use~~
131 ~~up to 50% of the hours in a work year (maximum of 1040 hours per fiscal year)~~
132 ~~and,~~

133

134 ~~3. All other union representatives will be authorized to use up to 25% of the hours in~~
135 ~~a work year (maximum of 520 hours per fiscal year).~~

136

137 ~~4. All official time use is subject to the availability of bank hours as described in~~
138 ~~Section 5.B.~~

139

140

141

142 ~~D. Union representatives are required to stagger their use of authorized official time~~
143 ~~hours over the course of the fiscal year. Union representatives will work out official~~
144 ~~time usage with their supervisors to accommodate both union representational~~
145 ~~activities and Agency assigned duties. The parties recognize that a mutually agreed~~
146 ~~upon schedule is the recommended method for scheduling official time.~~

147
148 **Unless otherwise arranged, Union representatives will normally be required to**
149 **request and arrange with appropriate management officials, in advance, for**
150 **their usage of official time by using the OUTTS or by other form of**
151 **communication. If an exigency of business would not permit the Union**
152 **representatives to use the time when requested, another occasion will be**
153 **determined, keeping in mind the interest of the Union and employees as well**
154 **as the needs of the employer.**

155
156 ~~E. Union representatives identified as 100% users of official time will be allowed to~~
157 ~~designate a replacement 100% union representative when he/she expects to be~~
158 ~~unable to use any official time hours for a period of at least one work week.~~
159 ~~Electronic designation must be made in advance to OLMER and include the~~
160 ~~designee's name and the expected duration of the 100% designation. Official time~~
161 ~~hours used by the designee during this period will be subtracted from the fiscal year~~
162 ~~bank available to AFGE (250,000 official time hours) but will not be counted against~~
163 ~~the designee's individual annual limit (i.e., 1040 or 520 hours per fiscal year).~~

164

165 F. ~~Time spent by employees, including union officials, representing employees in~~
166 ~~statutory EEO complaints is official time under 29 Code of Federal Regulations and~~
167 ~~not countable towards the bank.~~

168

169 **Section 6. General Accountability Provisions for Official Time Users**

170

171 ~~Union representatives will on a daily basis sign in on the Agency sign in/sign out form~~
172 ~~(SSA-30), and sign out on the same form when they depart from their official duty~~
173 ~~station. If a union representative is unable to sign in/out because he/she is off site on~~
174 ~~labor management business, the union representative will notify the supervisor in~~
175 ~~advance and make arrangements with his/her supervisor to submit the SSA-30 on a~~
176 ~~daily basis if in an SSA facility or when they return to their officially assigned duty station~~
177 ~~if not in an SSA facility.~~

178

179 ~~The current past practice for the twelve (12) 100% union officials for signing in and~~
180 ~~signing out on time and attendance forms within the confines of the union office will~~
181 ~~continue.~~

182

183 **Union officials will sign in/out based on past practices.**

184

185

186 **Section 7. Official Time Requests and Reporting Procedures**

187

188 A. ~~All requests for official time will be submitted via OUTTS or equivalent electronic~~
189 ~~reporting system. Sufficient information (time, date, representational category and~~
190 ~~location if other than normal duty station) must be included with the request to allow~~
191 ~~the approving official to determine if the time requested and activity described meet~~
192 ~~the criteria outlined in this Article. Unless an authorizing official is not available,~~
193 ~~approval from the authorizing official must be obtained prior to engaging in official~~
194 ~~time. The representative will inform the supervisor when he/she returns to work after~~
195 ~~completion of the representational activity.~~

196

197 **The parties will meet to negotiate the redesign of the Official Union Time**
198 **Tracking System (OUTTS) within 30 days of the effective date of this**
199 **Agreement.**

200

201 B. ~~If management is unable to approve a request for official time, the reason for denial~~
202 ~~will be provided. If an operational emergency does not permit the union~~
203 ~~representative to use the official time when requested, another occasion will be~~
204 ~~determined, keeping in mind the interests of the union and employees as well as the~~
205 ~~needs of the employer. When management determines that a union~~
206 ~~representative's presence is necessary to meet Agency work requirements,~~
207 ~~management will ensure that, within one workday, an alternate time will be~~
208 ~~permissible for use of the requested official time.~~

209

210 ~~C. Accounting of Official Time will be submitted via OUTTS or equivalent electronic~~
211 ~~reporting system.~~

212

213 ~~D. All reporting information will be retained for a period of six (6) years.~~

214

215 ~~E. OUTTS will be modified to accommodate the provisions of this Article. If~~

216 ~~Management proposes modifications to OUTTS beyond the provisions of this~~

217 ~~Article, it will provide notice to the Union and, upon request, bargain to the extent~~

218 ~~required by 5 USC Chapter 71.~~

219

220 **F. Official time data will be available on a continuing basis.**

221

222 **G. The General Committee will disperse allocations of official time to their**

223 **components for official time users. Councils and Locals, or their designee(s),**

224 **will have access to the OUTTS to enter allocations, add and drop**

225 **representatives, monitor official time usage, within their jurisdiction and for**

226 **administering the bank.**

227

228

229 **~~Section 8. Representational Activities at the Local Level~~**

230

231 ~~The Agency will not pay travel and per diem for local representational activities, unless~~

232 ~~authorized by this agreement.~~

233

234 **Section 8 9. Allegations of Abuse**

235

236 Alleged abuses of official time shall be brought to the attention of an appropriate union
237 official on a timely basis by an appropriate management official. The management
238 official will discuss the matter with the local or council president as appropriate. If the
239 matter cannot be resolved, appropriate action may be taken to resolve the dispute.

240

241 **Section 9. Credit Hours**

242

243 **Union officials may earn credit hours for the performance of their**
244 **representational activities under 5 USC Chapter 71.**

245

246 **Section 10. Return to Agency Work**

247

248 **A. Any Union official who has not performed Agency work within the past 12**
249 **months will be considered a trainee to a new position for appraisal**
250 **purposes in accordance with Article 21.**

251

252 **B. Union officials who move from 100% official time to a lesser**
253 **allotment/usage of official time and who need to be returned to training for**
254 **their Agency assigned positions, will be sent on a staggered basis.**

255

256 **Section 11. Early Out Retirement**

257

258 **When the Agency offers “early out” retirement, all 100% AFGE Union**
259 **representatives, as of the effective date of this agreement, may request and will**
260 **be approved for “early out” retirement regardless of whether the Union**
261 **representatives’ component is included in the “early out” offering.**

262

263

264

265