

**MEMORANDUM OF AGREEMENT  
BETWEEN THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
AND THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**

**I. PREAMBLE**

Negotiations were significantly guided in part by the following documents:

- January 2004 Business Case for Information Services: EPA’s Regional Libraries and Centers (EPA 260-R-04-001);
- February 2008 ENVIRONMENTAL PROTECTION: EPA Needs to Ensure That Best Practices and Procedures Are Followed When Making Further Changes to Its Library Network (GAO-08-304); and
- March 26, 2008, EPA National Library Network Report to Congress.

**WHEREAS** the American Federation of Government Employees (“AFGE”), National Council of EPA Locals #238 (“AFGE Council 238” or “Union”) and the United States Environmental Protection Agency (“U.S. EPA” or “Employer” or “Agency”), also referred to as the Parties, recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

**WHEREAS** the Parties recognize that the public interest demands the highest standards of employee performance and implementation of modern progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

**WHEREAS** the Parties recognize that a mutual commitment to cooperation promotes both the efficiency of the Agency’s operations and the well-being of its employees; and

**WHEREAS** the Parties agree that the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

**NOW THEREFORE** the Parties here by further agree as follows:

**II. PARTIES TO THIS AGREEMENT**

This Memorandum of Agreement (“MOA” or “Agreement”) is entered into, by and between the U.S. EPA and AFGE Council 238.

### **III. PURPOSE OF THIS AGREEMENT**

The purpose of this MOA is to establish procedures and appropriate arrangements for the Agency's decision to change library operations and services throughout EPA. In the event (present or future) that any provision of this MOA is found to be contrary to any requirement of the Master Collective Bargaining Agreement ("MCBA") applicable to the Libraries or access to information by EPA employees, the MCBA shall supersede this Agreement for that specific requirement(s) only.

### **IV. GOVERNING LAWS AND REGULATIONS**

A. This Section sets forth the effect of laws and regulations on this Agreement.

B. In the administration of this Agreement, the Parties shall be governed by all statutes and existing government-wide rules and regulations, as defined in 5 U.S.C. 7101 *et seq.* and by subsequently prescribed government-wide rules and regulations implementing 5 U.S.C. 2302 (prohibited personnel practices).

C. Nothing in this Agreement shall be deemed to waive either Party's statutory rights unless such waiver is clear and unmistakable. Any lawful waivers of the rights given to management or the union by the Federal Labor Management Relations Statute, 5 U.S.C. Chapter 71, must be clearly and unmistakably set forth in this Agreement and understood to be waived by both the Union and the Agency.

D. Any prior benefits, practices and/or memoranda of agreement which were in effect on the effective date of this Agreement at any level (national, council, and/or local), shall remain in effect unless superseded by this new agreement or in accordance with 5 U.S.C. Chapter 71.

### **V. ELIGIBILITY AND COVERAGE**

This MOA covers all bargaining unit employees represented by AFGE Council 238 and its affiliated locals throughout the U.S. EPA.

### **VI. LOCAL AGREEMENTS**

The parties at the subordinate level (affiliated locals of AFGE Council 238) are not authorized to negotiate separate library agreements. In no case shall any local agreement on any other matter conflict with this MOA.

### **VII. DEFINITIONS**

All definitions are taken from either the MCBA or the Federal Service Labor-Management Relations Statute (5 U.S.C. 7101 *et seq.*). Where other words or terms are defined

in an applicable law or regulation they shall have that meaning. Where words or terms are not defined in this Agreement, by applicable law or regulation, they shall have their dictionary meaning (Webster's Unabridged).

### **VIII. UNION RIGHTS AND ACCESS TO INFORMATION**

A. The parties agree that should there be future changes to the EPA Library Network, AFGE Council 238 will be notified and afforded an opportunity to negotiate the impact and implementation of those changes affecting bargaining unit employees.

B. The Agency will provide AFGE Council 238 with reasonable advance written notice of library related surveys concerning conditions of employment that involve bargaining unit employees represented by AFGE Council 238. The Agency will also provide AFGE Council 238 with an advance written copy of survey results as soon as possible.

C. EPA and AFGE Council 238 shall work collaboratively to ensure access to all information and documents requested by AFGE Council 238, which are related to AFGE bargaining unit employees' access to EPA libraries or information. EPA shall provide the information requested by AFGE Council 238 within a reasonable time (e.g., within 14 calendar days of the request). If additional time is needed, the Agency will request an extension from AFGE Council 238.

D. The Agency agrees to provide AFGE Council 238 prior to distribution one copy of EPA Orders, Directives, Manuals and issuances (e.g., Library Bulletins, Alerts, All Employee E-Mails, etc.) relating to EPA Library Network matters affecting working conditions of bargaining unit employees. Concerns by AFGE Council 238 shall be promptly shared with the Agency within six (6) workdays after the receipt of those EPA Orders, Directives, Manuals and issuances to avoid unduly delaying publication or impeding the purpose for which the publication is intended.

E. EPA agrees to abide by the MCBA, particularly Article 5, Union Rights and Duties, Section 4, 5 U.S.C §7113(b), and 5 U.S.C. §7114(b) (4).

### **IX. UNION MANAGEMENT ADVISORY BOARD**

A. The parties agree that the Agency shall form a joint Union Management Advisory Board ("Advisory Board") to review, evaluate and make recommendations for changes in the development and operation of EPA Libraries, including but not limited to training programs, areas of concerns and problems identified, surveys and work studies, and implementation issues for EPA Libraries. The Union representatives shall serve as participating members of the Advisory Board.

B. The Advisory Board shall be comprised of six (6) members, with an equal number of AFGE Council 238 and management representatives.

- C. The recommendation(s) of this Advisory Board shall be submitted to the Assistant Administrator/Chief Information Officer or her/his designee, of the Office of Environmental Information or its successor should the Agency change its organizational structure, who shall seriously consider the recommendations and will advise the Board as to the final disposition of its recommendations.
- D. The parties to this Agreement understand that the Advisory Board is not the forum for the negotiations of any proposed changes to the EPA Libraries.
- E. The Advisory Board shall meet at least annually. At its first meeting, the Board shall jointly establish a charter pursuant to this MOA, as well as establish a schedule of meetings. The first meeting shall occur no later than ninety (90) days after the effective date of this MOA.
- F. The Advisory Board shall have information relevant to the Advisory Board's meeting and agenda. The agenda shall be jointly developed by AFGE Council 238 and EPA.
- G. The Advisory Board shall receive briefings via subject matter experts as needed.
- H. The members designated by AFGE Council 238 to serve on the Advisory Board shall be afforded official time to carry out their responsibilities and shall receive all proper travel expenses.
- I. EPA agrees to work collaboratively with AFGE Council 238 to ensure that EPA has considered the most appropriate mix of library service models to achieve balance and cost-efficiency.
- J. The Advisory Board shall provide appropriate recommendations regarding the strategic direction and procedures to support operations within the EPA Library Network, consistent with Agency needs, stakeholder interests, and library best practices and trends. This effort will include, but not be limited to conducting a formal needs assessment for EPA library services to support future development. Network procedures on various library services will be reviewed by the Advisory Board in order to make appropriate recommendations.
- K. The Advisory Board shall review relevant information to ensure that all EPA libraries maintain or exceed standard service levels in accordance with library best practices.

**X. PROVISION OF LIBRARY SERVICES**

- A. EPA agrees to:
1. Actively manage and provide oversight of all EPA Libraries.
  2. Continue to provide and enhance access to the Agency's library collections;

3. Continue to provide valuable on-site library services for both the public and EPA staff;
  4. Ensure the availability of environmental information to EPA staff and the public; and
  5. Build upon past successes to strengthen the network of EPA's libraries.
- B. EPA agrees to work collaboratively with AFGE Council 238 to:
1. Maximize access to library resources;
  2. Provide direct services of professional librarians at each library; and
  3. Meet the needs of EPA staff for delivery of requested services.
- C. EPA agrees to report on the status of digitization efforts and the electronic availability of EPA documents and technical reports by:
1. Providing an initial report within two weeks of the effective date of this agreement; and
  2. Continuing to report to the Union on a quarterly basis (every three months) for a period of two years after the effective date of this agreement, and annually thereafter.
- D. EPA has established network standards with respect to physical space, on-site collections, staffing and services of EPA's regional and headquarters libraries. EPA agrees to the following:
1. To reopen its closed libraries on or before September 30, 2008, or as soon as possible thereafter, subject to execution of this MOA with the Union.
  2. Each library shall ensure access to and availability of:
    - a. All applicable Agency-wide, Headquarters, Programmatic and Regional policies, standard operating procedures (SOPs), guidance documents, and other similar materials that employees need to effectively carry out their duties under applicable Agency Statutes and regulations;
    - b. Equal Employment Opportunity laws, guidance documents, manuals, and other reference materials on employee rights including rights that protect whistleblowers; and
    - c. MCBA, local agreements with the Union, applicable labor laws, and other similar documents.
  3. Maintain and continue to improve the EPA Desktop Library.

4. Provide adequate space and resources to accommodate in-person interactions between library staff and patron(s). This includes separate workstations for library staff and patrons, including EPA staff and the public. Workstations must provide a computer with appropriate software for access to electronic resources and EPA's digital collections, along with printing and copying capabilities.
5. Establish and maintain an on-site collection of materials developed and tailored to meet local/regional needs. Library facilities must provide appropriate shelving for library collections. Each library shall maintain a core collection in accordance with the Library Collection Specification. In EPA Region 5, the library will include the Great Lakes National Program Office's reference collection. In other Regional Libraries, space shall be adequate to house local and regional environmental materials, as appropriate.
6. Provide adequate library space to review microfiche or microfilm documents, if previously available at the library. EPA shall explore the development of methodology to digitally capture these documents.
7. Meet standard library service requirements and will provide core services of Reference/Research Assistance and Interlibrary Loan/Document Delivery.
8. Enhance local service offerings through agreements with Lead Service Centers, designated Network libraries with expanded capabilities to provide services. The service centers can assist with Reference and Research Assistance, as well as some of the technical aspects of library operations such as cataloging and Interlibrary Loan/Document Delivery, which may be done more efficiently from a central model.
9. Follow Network procedures on various library services. These procedures are being finalized and will be implemented to ensure that all EPA libraries maintain or exceed standard service levels in accordance with library best practices.
10. Maintain on-site libraries in all EPA Regional Offices including Fort Meade. Appropriate space will be identified by management that shall include reasonable square footage to accommodate the needs of EPA staff and the public.
11. Maintain the on-site libraries at its Headquarters offices in Washington, DC. The new library space will house consolidated operations of the Headquarters Library, Headquarters Repository, and the Chemical Library. The consolidated library operations will be managed by the Office of Environmental Information (OEI) in partnership with the Office of Prevention, Pesticides and Toxic Substances (OPPTS). OEI will institute and maintain a specialized chemical collection. An on-site professional librarian with knowledge of chemical information and library

support staff as needed will be available to assist EPA staff and the public, in support of the mission of the Libraries.

12. Retain one or more experienced, professional librarians with a Masters in Library Science (MLS) degree to provide on-site support to EPA staff and the public via phone, email, or in person, and library support staff as needed to support the mission of the Library. On-site support to the public does not pertain to facilities not controlled by EPA at which public access is either restricted or prohibited (e.g., Fort Meade).
13. That on-site libraries in all EPA Regional Offices including Fort Meade will provide access for EPA staff and the public at least four (4) days per week on a walk-in basis or by appointment, for a minimum of 24 hours per week. The mechanism for public access to the library and its resources may vary to some extent, depending on local facilities and security requirements of individual sites. Some sites may be open for walk-in public access while others may require access by appointment.
14. That the Headquarters and Chemical Libraries will provide access for EPA staff and the public five (5) days per week on a walk-in basis or by appointment, for a minimum of 35 hours per week.

## **XI. SEVERABILITY**

In the event that any provision (section, paragraph, sentence, etc.) of this MOA is held invalid by any arbitrator, court, regulation, rule or statute, the remaining provisions of this MOA shall not be held invalid and shall remain in full force and effect. The Union and the Employer shall immediately meet and attempt to renegotiate any provision found invalid.

## **XII. FUTURE NEGOTIATIONS AND REOPENER**

### **A. Amendments and Modifications**

1. Either party may propose negotiations during the term of this Agreement to reopen, amend, or modify this Agreement, but such negotiations may be conducted only by mutual consent of the parties, with the exception of mid-term bargaining as detailed below. Such negotiations shall be conducted in accordance with MCBA Article 40.
2. This MOA shall continue to be in full-force and effect during subsequent negotiations to permit completion of any proceedings with or before the Federal Mediation and Conciliation Service (FMCS), the Federal Labor Relations Authority (FLRA), or the Federal Service Impasses Panel (FSIP).

3. If either party desires to renegotiate this Agreement upon termination, it will furnish written notice to the other party, identifying the Sections that it wishes to change, not more than ninety (90) or less than sixty (60) days prior to the expiration date of this MOA.
4. In the event such notice is given by either party, the parties will begin negotiating ground rules for the new negotiations within sixty (60) days from the date of receipt of notice of the proposed changes. If negotiations are not completed by the anniversary date, the Agreement will be automatically extended until a new agreement is negotiated.

**B. Mid-Term Reopener**

1. This Article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement.
2. Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are new, not already covered by this agreement, or are changes to established personnel policies and practices during the term of this agreement, which affect the working conditions of unit employees.
3. Either Party may propose changes in conditions of employment during the life of the Agreement which are not already covered by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than 90 days prior to the proposed implementation date, of any change affecting conditions of employment. The notice will, at a minimum, contain the following information:
  - a. The nature and scope of the proposed change;
  - b. A description of the change;
  - c. An explanation of the initiating Party's plans for implementing this change;
  - d. An explanation of why the proposed change is necessary; and
  - e. The proposed implementation date.
4. The receiving Party will review the proposal and may respond to the initiating party in one of the following ways:
  - a. If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a



demand to bargain in accordance with the MCBA Article 40; or

- b. If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within 14 working days of receipt of the notice, make a written request for a briefing by the initiating Party, and/or for additional information, in writing, in order to clarify or determine the impact of the proposed change.
5. Upon request by the receiving Party, the Parties will meet and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement. Following this request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than 30 working days from the receipt of the receiving Party's request, or 90 working days before the proposed implementation date, whichever is earlier. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.
6. If the receiving Party has not responded to the initiating party within the prescribed time frames, the proposed changes in conditions of employment will be implemented on the proposed effective date.

### **XIII. DURATION AND EFFECTIVE DATE**

#### **A. Effective Date/Agency Head Review**

1. This MOA shall be effective on the date it is signed, subject to Agency Head Review. However, this Agreement shall take effect on the 31<sup>st</sup> day following execution if no action is taken by the Agency Head by that date.
2. If, as a result of Agency Head Review, a proposal or section of this MOA is disapproved, the parties shall exchange proposals and negotiate the affected proposal or section of this MOA within thirty (30) calendar days of the Agency's notification.
3. An item returned by Agency-head review shall permit the parties, at the request of either party, to renegotiate that item and all related items and provisions that are directly affected, to the extent negotiations of that item are permitted by law.
4. This MOA shall not be implemented until any and all new provisions are negotiated. The Agency shall maintain the status quo until such time as full agreement is reached and the MOA is executed and effective.

**B. Duration**

This Agreement shall remain in full force and effect for three (3) years from its effective date. This Agreement shall automatically renew itself from year to year thereafter.

**C. Incorporation By Reference Into MCBA**

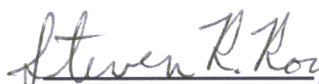
This MOA is incorporated by reference into the MCBA, and will be included as a separate Article of any newly negotiated MCBA.

**XIV. SIGNATURE/DATE**

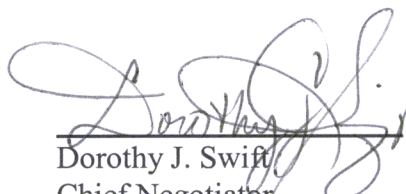
The parties agree to this MOA as written above.

**FOR AFGE Council 238:**

**FOR EPA:**

  
\_\_\_\_\_  
Steven R. Roy  
Chief Negotiator,  
AFGE Council 238

7-10-08  
Date

  
\_\_\_\_\_  
Dorothy J. Swift  
Chief Negotiator,  
U.S. EPA

7/10/2008  
Date