

Dear POPA Bargaining Unit Member:

You've heard the old adage, "The devil is in the details." Well, the Agency has shown its true colors with its proposals for a new contract with POPA, and the details are indeed devilish. You can read the Agency's proposals on www.popa.org.

The proposals reflect how the Agency views you as an employee. Proposals that erode our benefits and challenge our professionalism cannot possibly encourage employees to further Agency goals.

Also, be wary of Agency promises. Remember that over the last four years, the Agency has taken money out of your wallets by renegeing on the Millennium Agreement. Currently, that is about 5.25% of your salary.

You may ask, what happens now?

The answer involves a bit of history. POPA believes we have an existing collective bargaining agreement. An arbitrator confirmed our belief in 2004. As part of the decision, he ordered a one-year hiatus before the Agency could demand to negotiate a new contract. However, instead of honoring that decision, the Agency chose to appeal to the Federal Labor Relations Authority (FLRA). We currently await a decision.

Since we expect that the arbitrator's decision will be upheld, the earliest the Agency can demand negotiation of a new contract is a year from the FLRA decision. Until a new contract is negotiated, our contract and the current benefits stand.

Below is a preliminary review of the Agency's proposals, listing what we believe will most change your worklife. Note:

- Management's proposals are intended to replace existing agreements. So, *if you don't see it, you don't have it.*
- Littered throughout the document are phrases like: "at management's discretion," "subject to supervisory approval," and "as determined by management." This means that if your supervisor says "no," you can't challenge the decision.

SIGNIFICANT PROPOSED CHANGES

EQUITABLE TREATMENT

- Eliminates current contractual obligation that "employees will be treated equitably and fairly by management."

PHYSICAL FACILITIES

- No guaranteed private office for anyone. No guarantee that your "office" will have full height walls or a door. Cubicles and bullpens would comply.

WORK SCHEDULES

- 9 and 10 hour compressed work schedules abolished (i.e. no more than 8 hrs may be claimed on a holiday)
- If automated systems fail to function properly, IFP participants are required to leave work without administrative leave at the later of: after systems are down for an hour, or participants run out of work that does not require automation.
- Increased Flex Program (IFP) limited to require between 4 and 10 hour days. Band cut to 5:30 AM to 8:00PM.
- IFP schedule must be submitted prior to the beginning of each bi-week. Any changes to the schedule permitted only with supervisory approval.
- Increased core hours
- Midday flex permitted only with a detailed written request and approval of your supervisor

OVERTIME

- Management may require employees to work mandatory overtime.

ANNUAL LEAVE

- Leave requests must be made at least 3 days in advance
- Annual leave may be denied if there are "conflicts" with other employees, such as hoteling participants
- Annual leave approvals may be cancelled.

SICK LEAVE

- Medical certification required after three day absence

COMPENSATORY TIME

- 120 hour yearly limit (currently 480 hours)
- Full-time employees only
- Employee ineligible to work comp time if employee has received proposed disciplinary or adverse action
- Maternity/paternity compensatory time limited to 80 hours per year (currently unlimited)
- Religious compensatory time requires written explanation of religious belief that necessitates absence from work

MATERNITY/PATERNITY LEAVE

- Only for non-probationary employees
- Length of time off will be considered in terms of the operational needs of the agency

PART TIME

- Employees with preschool age children no longer guaranteed slots
- Fully successful rating requirements for employees who participate in childcare/eldercare component
- Retention slots cut from 20 to 15
- Retention participants must be at least GS-13 rather than GS -11

CREDIT HOURS

- Credit hours abolished

PERFORMANCE

- Oral Warnings abolished: performance-based actions begin at written warning stage. Employees only one step away from removal instead of two
- PAP plans can be modified with 10 days notice to employees
- Almost no way to defend yourself against allegations of error

PERFORMANCE AWARDS

- Management can change/abolish all awards virtually at will at the end of each fiscal quarter.
- Abolishes existing Gainsharing and Special Achievement Awards (SAAs).
- Employees currently earning 5% for 110% production will likely only earn 3% under the Agency's new system.
- Annual production award range from 2% for 105% production to 13% for 140% production.
- To get maximum awards requires a nearly impossible **2200 hours** (1600 hours examining time + 600 hours training examiners) at **140% production** with **0 errors**. **Note: since there are only 2080 hours in the fiscal year, 2200 hours would require 200 hours of paid overtime and no use of sick, annual, and LWOP leave.**
- New award system discriminates against veteran examiners, since most GS-14s and 15s are limited in overtime usage, and cannot work 2200 hours.
- Quality Award requires 0 errors.
- Quality Award only available to examiners GS-12 or above for the full FY.
- Assisting SPE with Training Award completely dependent on the opinion of the SPE as to the adequacy of the junior examiner's work and the trainer's effectiveness.
- Production and training awards given on 2-quarter basis
- Hours required for full award increased from 1400 to 1600 hours.

TRAINING

- Non-duty technical and legal training funded at Agency's complete discretion.
- Legal studies – 3 yrs at Agency (increased from current 2 yrs) prior to participation.
- Legal studies – 2 yrs of continued service required after training, no matter if you take 1 credit or 88 credits.
- Eliminates 16/40 program.
- Eliminates other time for reading technical and legal literature.

OUTSOURCING

- No rights when parts of your job are outsourced. Agency is planning to outsource classification and search functions.

PROMOTIONS AND DETAILS

- Examiners no longer entitled to move up through the GS scale even though they meet all of the objective requirements for promotions.

- Promotion requires recommendation of immediate supervisor.
- No guarantee of openness in the selection process for details or promotions.

GRIEVANCES

No longer grievable:

- EEO matters
- Within grade increases
- Removals
- Demotions
- Suspensions greater than 14 days
- Whistleblowing
- Reduction in force
- Written warnings for performance
- Denials of signatory authority

Grievance Procedure

- Severely cuts other time for grievant's preparation
- Time for filing grievance reduced from 20 to 14 days
- Agency has no obligation to respond to points raised by grievant or provide any pertinent information
- No right to interview adverse witnesses before responding to a proposed action
- Agency not required to have "just and sufficient cause" for taking a disciplinary or adverse action

UNION ACTIVITIES

- Dramatically limits POPA's ability to represent employees
- Cuts union time by more than 50%
- Employee anonymity not guaranteed when seeking POPA representation
- Prohibits POPA's use of email to send general announcements to the bargaining unit
- Eliminates full time representatives

SIGNATORY AUTHORITY

- Shortens eligibility period and the trial period for partial signatory authority.
- Examiners can be kicked off at midpoint of the program if production and/or work flow is not at the fully successful level.
- Management can extend the period for final decision if examiner submits more than 30% of their work in the last 2 bi-weeks for partial sig or more than 40% in the last three bi-weeks for full sig.

Your feedback is critical for both POPA and Management.

If you don't speak up for your rights, you won't have any.

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