

DFAS and AFGE Council 171
Negotiation Session
May 28, 2004

In attendance: Bob McNamara, Kelley Dull, Pete Heins, Teresa Briley, Mark Collins, Frank Gootee, Frank Rock, Robin Smith, Ron Coe and Victor Davis. Note takers: Joe Dan Rawls and Angela Beltowski.

Started back on number 7.

Connie: There are currently no formal classes being done. There could be some in the future. If a business line requests a class it would come through us on an as needed basis. For training on phase two, it could be done locally.

Teresa: On the training piece something that states the Union will be given the opportunity.

Connie: The surrogate has access to the leave balances because they are acting on behalf of the employee.

Connie: it's in volume 8, chapter 2 in FMR.

Mark: A regulation has the force of law.

Kelley: The field sites don't have a CSR do they have a POC?

Connie: I don't know.

Language: If future e-biz training is provided the Agency will offer the Union the opportunity to participate in the training. Local union reps may request a demonstration of phase II e-BIZ processes at their local sites.

Language agreed to.

- 8) There will be one generic code that union representatives will use to account for their official time. (Non-negotiable, conflicts with government-wide policy in reporting official time in three categories.)

Ron: Can we get a copy of the policy?

9) After an employee has performed an electronic certification, there will be an opportunity for that employee to change it if he or she realizes correction is needed.

Kelley: I just want to cover those people who are certifying their time prior to the actual end of the pay period.

Connie: The system (DCIPS) will accept revisions for 26 weeks.

Teresa: The employees will be able to...

Connie: If a supervisor changes a timesheet they cannot certify it. The system will not allow it.

Kelley: The site manager calls up their manager and says they need to change a timesheet and the other manager doesn't question it. If the employee messes up than they will try to go after them but if a supervisor changes an employees timesheet erroneously there are no actions taken.

Kelley: Say an employee puts down that they got there at 8:30 and they got there at 8:35 and forget to change it. How does the employee disprove intent?

Pete: The employee would not need to disprove intent it would be up to the Agency to prove intent.

Ron: In the employee's world they have to prove that they didn't do it intentionally.

Teresa: We agree to follow our reg.

Kelley: Can we go back to 9, 10, & 11.

Connie: there is a Quick Reference Guide that is instructions on how to do revisions.

Frank: Accounting has a guide?

Kelley: We've been told that there is no real policy for e-BIZ. If the business lines are creating policy related to e-BIZ then it should be part of these negotiations. If we negotiate what we have and then find out that there is something in one of the policies that affects the agreement, then we've lost our chance to negotiate.

Union Caucus.

Kelley: I don't see that with the amount of papers that we have to go through that we can get to an agreement today. We can continue with going over the language and issues.

Teresa: I agree that you should have a chance to look at it. The reason the BL put policies out there was for the codes needed.

Kelley: I could end up as just a guidebook but there could be something with more out there. In the amount of standards that we see this has been placed in, makes us wonder if there is a policy saying to put it in there.

Ron: We have another issue the BL's have restricted access to their dedicated sites. This is bypassing the exclusive union right.

Kelley: I can't get into the Accounting Dept site because I don't have a password.

Teresa: I don't think I would take it as a bypass. I would think it is just so that only employees who work for the BL can get to the information.

Kelley: For the record Frank Rock has binding authority.

Teresa: We'll continue dialog. We can reschedule once you see how much time you need to look at the information.

Kelley: At least we got two done.

Kelley left for the airport.

Teresa: Connie, could a supervisor who isn't set up as an approver, have access to an employees timesheet?

Connie: It's set up so that there are multiple tiers set up to ensure certification.

Language from yesterday: The employee's surrogate, approver, and those who have responsibility for processing an employee's time and attendance and those who have e-BIZ system responsibility have access to an employee's T&A information.

This language agreed to and replaces bullets 3 & 4.

Teresa: Language for bullet 9) Employees may request the approver to reject their timesheet in order to make corrections prior to approval. Employees are allowed to revise timesheets after approval and in accordance with e-BIZ time and attendance standard operating procedures.

Ron: Language: When a discrepancy exists or is perceived the supervisor or the appropriate Agency official will direct the employee to make the appropriate changes prior to taking disciplinary actions. This will need some fine-tuning.

Teresa: This language would direct supervisors to do certain things and it would direct when a supervisors can take disciplinary actions.

Mark: The timekeeping records are covered under the Privacy Act and even in draft mode they are official records. Number 5 is a true statement. It's not something that we can negotiate it is covered under the Privacy Act.

Teresa: Number 5 is fine as written.

Ron: We just want it for clarity.

Mark: I don't think it is appropriate that we negotiate what is or isn't covered under the Privacy Act.

Connie: Not all e-BIZ records are covered under the Privacy Act.

Pete: Marks statement was to say they are what they are when it comes to the Privacy Act.

Teresa: it appears that we are negotiating something that already is. We can't negotiate the Privacy Act.

Frank: What happens if down the road it is decided that the Privacy Act will no longer cover it?

Mark: If a record has identifying information it is covered under the Privacy Act.

Pete: We have heard that the Union wants and Management has said that the language is not appropriate. Lets move on.

Number 5: Teresa language: E-BIZ time and attendance records will be treated in accordance with applicable law, rule, or regulation.
Not agreed to.

Number 11:

Connie: If somebody goes in and changes a timesheet, their ID show up for it on the certification.

Frank: We can't guarantee that everyone keeps their information private, but it would be our responsibility to eliminate the possibility of people having things input that is not initiated by the employee.

Teresa: I think that is why we bring our subject matter experts here to explain how a system works. If you know how a system works, you know that the employee's password must be used when certified. If a surrogate has to input and certify an employee's timesheet than their ID is shown.

Ron: I think our concern is that an employee doesn't know when a change is being made to their time. Those changes should be covered under applicable rules and regulations.

Teresa: So you are trying to dictate supervisor's responsibilities.

Robin: Whom would I go to, to find out if someone has been in my timesheets?

Frank: An employee's time has been changed but they don't know until they receive their LES.

Connie: I would think the person would then go to their supervisor or BLX to find out what was done.

Ron: What is the problem with notifying an employee of a change?

Frank: Once a surrogate changes an employee's time, there is no proof of what the employee originally put in because it is replaced by the surrogates input. The Agency expects that the supervisor would notify the employee of a change.

Mark Language: Employee's will normally be notified when a change is made to the T & A record.

Language: Employees with special needs will be provided assistance, as needed, inputting timekeeping information.

Language above agreed to in principle.

Number 25. E-BIZ will be CFR and FMR compliant before any employee is held accountable for input to the system.

Mark: Are you saying that you are questioning whether the information is in the CFR and FMR?

Bob: For the record, the Union will research the CFR and FMR to ensure answers to questions.

Frank: What is the process you are using? You are skipping one's and when I asked why, it is said that they are non-negotiable. Are we going to go through the one's that do not have any remarks by them and then go back through the one's that you say are non-negotiable?

Bob: Ok, then that's what we'll do.

Number 26. As with Ataaps/DCPS a default will be built into e-BIZ to pay employees when their time is not certified/input to e-BIZ timely. If there is

a regulation prohibiting this, the Union will be provided said law/regulation and will be permitted to bargain accordingly.

Pete: If you are asking for a person to be paid without a certified document then we can't. It would be against the certifying officer legislation and FMR.

Connie: There are missing timesheet reports that are created three times prior to the final file. It tells if an employee hasn't submitted or if it hasn't been approved.

Number 27. DISA or NACI checks and non-compliance will not affect an employee's pay or initiate any type of disciplinary action associated with E-Biz. (Needs to be clarified.)

Frank: This is in reference to the security form.

Connie: The employee and certifier have to do the security form. A surrogate could input an employee's time even if the employee can't. A security check should not affect an access to e-BIZ.

Pete: The NACI process is separate from the e-BIZ system. If an employee's security clearance comes back with not giving them access to a government computer then the surrogate would have to do the timesheet.

The form would be in e-BIZ under application level security.

29. Changes in E-Biz processes, procedures, policies and reports etc will be submitted to AFGE Council 171 in writing for bargaining in accordance with the applicable statutory and contractual obligations. Employees will be notified in writing and trained on any systems changes impacting any aspect of E-Biz processes, procedures, reports, etc. upon completion of bargaining obligation.

Teresa: Why do you feel you need it in an agreement when it's something you already have?

Frank: It goes back to the sharing of information. A lot of times you are unaware that information is out there and we are in the same situation. A proactive approach would circumvent it.

Victor: if you look at #7, #29, and #33 they are all related.

Teresa: There are some aspects of this that would go beyond what we would have an obligation to negotiate. Changes in the way a report looks would not be something we would negotiate.

Frank: We don't want every report that comes out of e-BIZ. The full concept of e-BIZ has not been given to us. We understand the concept. When we first brought it up, the Agency didn't want to talk about it. There's a possibility that there is no issue but due to the Agency's rush to get it out it looks like there may be more.

Bob: We would have similar problems with the language as others.

Teresa: Put in the statement about applicable rules, regulations etc. On the training issue when we drafted the language on training, it was implied that the employee's would be being trained.

Teresa: If we had a change in process that we did not feel was an effect on an employee's job that we would still have to negotiate. You are saying for us to say the union can tell how to assign work.

Frank: The Agency has some obligations that haven't been fulfilled. We are just asking that those obligations be fulfilled.

Bob: We are not under any obligation to train. It wouldn't be a very good business practice but we could do it.

Pete: If we moved back and made the announcement that e-BIZ was being implemented and started training. They can't find it on the e-portal because it has not been turned on. Would that be a foul since bargaining hasn't taken place?

Frank: The process has been in place for years on how to implement. The problem is that the process isn't being followed. The employee runs to the Union to let them know this is going on.

Pete: So you are saying that just starting training could be done without bargaining being completed?

Ron: The statement in draft could use some adjusting.

Pete: The bargaining obligations must happen but the part about training starting before implementation could be gotten rid of because implementation should not stop the training portion.

Union Caucus.

Frank: In the conversation, for the record, we recognize what Pete has said and we would like to park this one and come back with some more clarity. There is more than one that has training in it. We would like to combine the issues and bring it back as one issue.

Bob: So you will take it back and modify it?

Teresa: Language: Subsequent changes effecting working conditions will be resolved in accordance with applicable law, rule, regulation, and the current MOA regarding the level of bargaining.

Suggest that this replaces the first part of number 29.

Number 36. Pete stated that they find that it is non-negotiable. Union stated that they disagree.

Wrapping up. Printed what was so far completed on e-BIZ.