

# Negotiated Agreement

BETWEEN

U.S. Department of Commerce

National Oceanic and  
Atmospheric Administration

National Ocean Service

AND

American Federation of  
Government Employees



LOCAL 2640

NOVEMBER 20, 1996



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## PREAMBLE

This Collective Bargaining Agreement, hereinafter referred to as the Agreement, is entered into under the provisions of the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 United States Code, and is by and between the National Ocean Service (NOS), hereinafter referred to as the Employer, which, under 5 C.F.R. § 2421.4, is an activity of the United States Department of Commerce, an Agency of the Executive Branch of Federal Government under 5 U.S.C. § 7103 (a)(3) and the American Federation of Government Employees, Local 2640, AFL-CIO, hereinafter referred to as the Union.

This Agreement is intended to foster a workplace atmosphere where employees, Union representatives, supervisors, and managers are treated fairly and equitably, respect one another, and work together in a safe and healthy environment to carry out the mission of the Employer.

While this Agreement is intended to be a catalyst for open communication and labor and management cooperation, the parties recognize that disputes may occur. Therefore, the parties have agreed to strive to resolve their disputes and challenges on a prompt and informal basis at the lowest possible organizational level, and to support this goal, the parties have also agreed to: (1) foster open communications; (2) be sensitive towards the other party's views, ideas, or feelings; and, (3) forgive the other party's errors or mistakes in judgement.

The parties recognize that it is in their mutual interest that both institutions, Employer and the Union, be strong and viable. Therefore, both parties are committed to carrying out the letter and spirit of this Agreement and to building and maintaining a good working relationship.

The words he/his/him as used in this Agreement are intended to include both masculine and feminine genders and any exceptions will be so noted.

## GOVERNING LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement, the Parties and employees are governed by the following:

1. Existing and future laws;
2. Government-wide rules and regulations in effect upon the effective date of this agreement and regulations issued after the effective date of this agreement, provided they do not conflict with this agreement;
3. Subsequently enacted government-wide rules and regulations implementing 5 USC 2302, Prohibited personnel practices;
4. Existing and future agency regulations to the extent they are consistent with, and do not conflict with this agreement.

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive representative, as defined by 5 U.S.C. § 7103 (a)(16), of all employees of the unit as defined in Section 2 below.

Section 2. The unit will consist of all employees of the Reproduction and Distribution Division, Office of Aeronautical Charting and Cartography, National Ocean Service, less supervisory personnel and employees in the immediate offices of the Reproduction Division Chief and the Distribution Division Chief.

Section 3. The Employer agrees that, in regard to the bargaining unit, the Employer will not enter into any other agreement, understanding, or contract with any other organization, association, or Union that shall contravene or violate this contract, except as required by law.

MATTERS APPROPRIATE FOR CONSULTATION  
OR NEGOTIATION

Section 1. Matters appropriate for consultation or negotiation are conditions of employment, i.e., personnel policies and practices and matters affecting working conditions, which fall within the scope of authority of the Employer and which have an impact on employees in the unit.

Section 2. The following definitions of terms used in this Agreement shall apply:

a. Consultation. Meaningful discussions and/or written communications between representatives of the parties for the purpose of reviewing a management plan or proposal on matters pertaining to conditions of employment, with the opportunity to make suggestions prior to Management's final decision, and with no obligations to arrive at a mutually acceptable decision.

b. Negotiation. Good-faith bargaining by designated representatives of the parties, with the objective of arriving at a formal decision or agreement on matters pertaining to conditions of employment.

Section 3. a. If the Employer proposes a change in a matter covered in this Article, the Union will be notified in writing as to the nature of, and the reason for, the proposed change in sufficient detail to permit evaluation of the proposal.

b. After the Employer has met all the conditions in section 3.a. above, the Union shall respond within 10 working days with its position on the matter. Management agrees to approve a one-time extension of up to 5 working days to the 10 working days described above upon the Union's written request. If consultation is appropriate, the Union shall provide its views on the matter within that 10 work day period.

c. If negotiations are appropriate regarding a change described in 3.a. above, to include ground rules, the Union will submit its proposal(s) within 20 working days of the Employer's written notification. The parties agree to meet to begin negotiations within 30 calendar days of the Employer's receipt of the Union's proposal(s).

d. Failure by the Union to respond to the Employer's notice within the prescribed time limits shall constitute a waiver of the Union's right to consultation or negotiation.

## RIGHTS AND OBLIGATIONS OF THE EMPLOYER

Section 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any management official of the Department:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees in the Department, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and,

(4) To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Agency and the Union from negotiating:

a. At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the Agency will observe in exercising any authority under this section; and

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3. In order to meet or foster the conditions and purposes of this Agreement, the Employer has an obligation to provide the Union with data and information that would implement or foster the fulfillment of the purposes of this Agreement, unless such release is actually prohibited by law or Government-wide rule. The Employer shall also provide the Union with

official time, in accordance with the provisions of Article 5 of this Agreement, unless actually prohibited by law.

## RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. The Employer agrees to recognize the Union representative(s), which includes, Stewards, Officers, and other designated Representatives, hereinafter referred to in this Agreement as Union representative(s). The Employer recognizes that the Union has sole authority to designate its Union representatives, and to change the Union representative(s) on any case or matter at any time, provided the Union notifies the Employer in writing. The Employer is obligated by law to recognize the Union's designated representatives, even if the person designated is not a member of the bargaining unit, an employee of the Agency, or even if the person designated is not elected to a Union office; it makes no difference, the Employer must recognize the Union designated representative(s).

Section 2. Within 30 days after each general election, Local 2640 shall give the Employer a complete list of all officers, stewards, and other representatives. Within the first 5 days of each month, Local 2640 shall notify the Employer of any change in who represents the Union and in what capacity. The list will indicate the representative's position in the Union and the organizational group of employees for which the Union representative(s) has been designated to normally represent. However, the Union reserves its right to change, at any time, who represents the Union on any issue or at any work site, provided the Union provides the Employer with a written notice.

Section 3.

As the exclusive representative of employees in the unit, the Union is entitled to consult and negotiate with the Employer's representative(s) with respect to personnel policies and practices and matters affecting working conditions, and to act for and to negotiate in good faith agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination.

Section 4. The Union shall be given the opportunity to be represented at:

a. Formal discussions between management and employees in the unit or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the bargaining unit.

b. Any examination of an employee in the bargaining unit by a representative of the Employer or Agency 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 5. Union officers, stewards, and other representatives, hereinafter known as Union representative(s), will be granted a reasonable amount of official time to carry out Union representational functions, unless the Union representative(s) is prohibited by law (5 U.S.C. 7131) from having official time or if the purposes for the official time do not fall within the scope of activities listed in subsection 5.a. through 5.g. below. However, an AC&C employee serving as the Union's exclusive representative, but who is not authorized official time, upon written request, will be granted leave without pay (LWOP), or leave, to perform Union functions. Such permission will be granted unless the work situation or an emergency demands otherwise. In the event that permission cannot be granted immediately, the representative will be advised within 4 hours of a time when they can be released. Those activities and functions, including travel time, for which Union representative(s) may appropriately engage in during duty hours without charge to leave or loss of pay, unless the individual is prohibited by Section 7131 of the Statute, are as following:

a. Investigation of grievances and discussion of grievances with management. The amount of official time for investigation of the grievance and for discussion with management shall be determined on a case by case basis;

b. Representation of unit employees in formal disciplinary actions. Only one representative or designated alternate shall be assigned per case;

c. Preparation for and participation in arbitration hearings in either a representational capacity or as a witness;

d. Preparation for and participation in periodic Union/Employer meetings and/or negotiations, including contract negotiations;

e. Consultation with management officials over grievances, personal policies, practices or matters affecting working conditions of unit employees;

f. Review, evaluation, and discussion of proposed changes to policy dealing with personnel practices generally affecting working conditions of unit employees. The Employer's point of

contact in such matters typically is the Union President or designated representative, and official time under this activity will be limited to his use;

g. Preparation and participation in mediation; and

h. Participation in impasse proceedings

Section 6. Other official time considerations are:

a. Union Officer(s), steward(s), and representative(s), collectively known as Union representative(s), shall submit a request for official time as much in advance as possible to their supervisor, or in his absence, to the next higher level supervisor. In addition, Union representative(s) shall obtain permission from his immediate supervisor (or, in his absence, the next higher level supervisor), indicating the purpose and expected duration of the official time and a means of being contacted, if leaving the work site. Such permission will be granted unless the work situation or an emergency demands otherwise. In the event that permission cannot be granted immediately, the representative will be advised within 4 hours of a time when they can be released from duty.

b. Prior to meeting with an employee at the employee's work site, the Union representative shall first report to and obtain permission from the employee's immediate supervisor (or, in his absence, the next higher level supervisor). Such permission will be granted unless the work situation or an emergency demands otherwise. In the event that permission cannot be granted immediately, the representative will be advised within 4 hours of a time when the employee can be released from duty.

c. Upon returning to his assigned work site, the representative shall report to his immediate supervisor (or, in his absence, the next higher level supervisor) for recording the purpose and the amount of time spent on official time.

Section 7. The parties agree that Union representational functions and the use of official time are official business and in the public interest, and such functions may create challenges that necessitate the Employer to take into consideration the need to make work adjustments. The Union shall judiciously use "official time" or LWOP as described in Section 5. above, and shall only assign one (1) representative to a case or issue; however, there are exceptions which may require more than one (1) Union representative, such as when the Employer is represented by more than one person on the issue or case which gave rise to the need for official time.

Section 8. The Union agrees that those activities concerned with organizing efforts and internal management of the Union, including but not limited to the solicitation of membership, collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorizations, campaigning for Union office, and distribution of literature, shall be conducted only while the employees involved are in a non-duty status. Similarly, when the Union schedules membership meetings, internal elections, workshops on negotiating skills or techniques, local, state, or national conventions or similar events wholly or partially within the scheduled working hours of employees, any employee attending or participating in such events shall do so in an annual leave or leave without pay status.

Section 9. The Union will be permitted to schedule a quarterly, one-hour meeting (in the nature of a progress/state of affairs report) with the employees in the bargaining unit to take place within scheduled working hours and without charge to leave to the employees attending the meeting. The Union will be required to consult the Employer at least 10 working days prior to the proposed meeting date to assure the continued flow of work within the Reproduction Division and the Distribution Division. The Union will bear full responsibility of informing employees by circulars, posters, etc., of the meeting date, time, and location.

Section 10. a. If otherwise in a duty status, Union representatives, who are members of the bargaining unit, may be granted administrative leave to attend Union-sponsored training sessions, provided that the subject matter of such training is of mutual benefit to the Employer and to the employee in his capacity as a Union representative, and that the Employer's interest will be served by the employee's attendance. Any travel outside the commuting area for such training will be in an annual leave or leave without pay status. Costs of such training shall be borne by the Union.

b. Administrative leave for this purpose shall cover only those portions of the training session that meet the foregoing criteria and will normally not exceed 32 hours for the Chief Steward and Vice President, 40 hours for the President or designated representative (note: If the President is not the primary designated representative, then the President will be granted a maximum of 32 hours of administrative leave.), and 16 hours for other representatives within a calendar year. In addition, the Chief, Reproduction Division or the Chief, Distribution Division, as appropriate, may grant additional administrative leave for training, which will be of mutual benefit to the Employer and the Union, to experienced representatives in excess of the above mentioned hours on an as needed basis due to changes in situations and/or circumstances.

The Employer agrees to grant up to an additional 16 hours of administrative leave for each newly designated Union representative during his first year of representation, if the 3-day basic steward training is a portion of that request.

c. Requests for administrative leave for training must be submitted at least 30 calendar days in advance in writing to the Chief, Reproduction Division or to the Chief, Distribution Division as appropriate. Such requests must include the following information: name of representative(s); purpose of the training session and why training is needed; date, time and place of the training session; a copy of the agenda of the training session; and, the benefits from such training that are expected to be derived by the Employer.

Section 11. One Union official may utilize up to 4 hours of official time annually to prepare the annual tax forms and financial report which must be filed with the Department of Labor pursuant to 5 USC 7120, Standards of Conduct for Labor Organizations.

Section 12. Meetings requiring Union representation will be scheduled during core hours by Management or, if not during core hours, at mutually agreeable times. Management will give the Union, through a Union representative, advance notice of such meetings.

Section 13. If Management conducts a study that is definitely leading to, or appears with some certainty that it will lead to, a decision impacting upon the employment conditions of any or all employees of the bargaining unit, the Union will be notified, given relevant documentation, and allowed the opportunity to offer input into the final decision before final action is taken.

## RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 1. Employees shall have and shall be protected in the exercise of, the right to freely and without fear of penalty or reprisal, form, join and assist a labor organization or to refrain from any such activity. Except as otherwise provided in the Statute, such right extends to: participation in the management of the labor organization and acting for the labor organization in the capacity of a representative; the right, in that capacity, to present the views of the labor organization to officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment. It is the intent of Management that all employees shall be treated with fairness and dignity. It is recognized that employees covered by this Agreement are not without reciprocal obligations.

Section 2. In accordance with applicable laws, rules, regulations, and established policies, and without fear of reprisal or intimidation, an employee has the right to bring matters of personal concern to the attention of appropriate officials, such as officials in the Personnel Division or management officials of higher rank than the employee's immediate supervisor. Employees will be granted a reasonable amount of official time to meet with these officials. An employee desiring to leave his duties to secure advice and assistance from these officials shall obtain his supervisor's permission before doing so. If the employee cannot be released immediately, he will be advised of a time, normally within 24 hours, when he can be released from duty.

Section 3. Employees shall not be required to become or remain a member of a labor organization, or to pay money to a labor organization, except pursuant to a voluntary written authorization by an employee for the payment of dues through payroll deduction and in accordance with Article 22 of this Agreement or through voluntary check or cash payment to the Union.

Section 4. Any employee has the right, regardless of Union membership, to represent himself or to choose an attorney or a representative of his own choosing in an appellate action. When the negotiated grievance procedure is utilized, the employee or group of employees presenting the grievance may be represented only by the Union; however, an employee or group of employees may present grievances under the negotiated procedure in his own behalf as long as the Union has been given the opportunity to be present at the grievance proceeding.

Section 5. An employee shall obtain his supervisor's permission to be released from work to secure advice and assistance from a Union representative. If the supervisor cannot release the employee immediately, the supervisor will advise the employee of a time when he can be released--normally within 24 hours. The employee, after being released, will report back to his supervisor upon returning to duty. An employee desiring to confer with the Union representative shall also obtain oral permission from the Union representative's supervisor before interrupting the Union representative's work.

Section 6. Any employee questioned by the Employer regarding an investigation has the right to request and receive counselling from the Union prior to the questioning. If requested, the Union will provide representation to the employee during the questioning and investigation.

Section 7. a. Management recognizes that an employee's financial obligations or obligations alleged by any creditor are private matters. In the event of a dispute between an employee and a private individual or firm with respect to an alleged debt or financial obligation, Management shall not take any action against the employee which is contrary to law, rule, or regulation.

b. Any Management official who has authority to take, direct others to take, recommend, or approve any personnel action, shall not take disciplinary action or discriminate against an employee due to the employee's conduct in his private life which does not adversely affect the employee's job performance, the job performance of others, or damage the reputation of the Agency. Nothing in this subsection shall prohibit Management from taking into account, to determine suitability or fitness, any conviction of the employee for any crime under the laws of any State, the District of Columbia, or the United States.

c. During the month of January each year, the Employer will provide each bargaining unit employee written notice of the employee's rights as specified in Article 5, Section 4.b. of this agreement.

Section 8. Participation in any Agency-approved campaign, drive, or solicitation is voluntary. Management may ask for volunteers from the bargaining unit to solicit for contributions. Absent volunteers, Management may request that the Union assist in providing the needed volunteers. No manager or supervisor shall participate in any direct solicitation of employees in the bargaining unit who are under the manager's or supervisor's supervision.

Section 9. Employees may be permitted to use personal electronic devices with batteries or 120V on the work site, except for televisions and/or videos, so long as the use does not disturb the productivity of the employee or other employees within the work site and does not distract clientele or negatively impact safety.

Section 10. Employees shall receive instructions from, and make reports through, established supervisory/managerial channels. Employees in the unit will be informed of whom they are to look to for supervision and performance appraisal.

Section 11. Management shall provide a contact point for obtaining interpreters for hearing-impaired or readers for visually disabled employees when needed to assist in the accomplishment of official work. Any employee in the bargaining unit who performs such a service shall be allowed administrative time in which to do such work.

Section 12. If a supervisor receives a complaint against an employee that the supervisor believes, after investigation, warrants placing the investigation report in a personnel or office file, the employee, upon whom the complaint was made, will be notified of the filing of the report and be allowed the opportunity to submit written comments, also to be kept in that file. Upon written request, the supervisor will give the employee, upon whom the complaint was made, a copy of all documentation relating to the complaint. If the supervisor files the complaint after receiving the employee's explanation, the employee has the right to request that the complaint and documentation be removed from the file and destroyed after a reasonable period of time, not to exceed one year. Depending on the circumstances of the complaint, the complainant may also file a grievance over the matter.

ARTICLE 7  
ATTORNEY FEES

Section 1. Consistent with 5 USC 5596 and 5 USC 7701 (g) (1) and (2), reasonable attorney fees will be provided to employees (the Union) who suffer unwarranted and unjust personnel actions if the employee (the Union) is the prevailing party and the Arbitrator determines that payment of attorney's fee is warranted in the interest of justice, including any case in which a prohibited personnel practice was engaged in by the Employer or any case in which the Employer's actions were clearly without merit, and otherwise consistent with applicable law.

Section 2. Upon the issuance of an award, the Arbitrator shall retain jurisdiction to determine the entitlement to attorney fees, if any. Within 30 calendar days of receipt of the arbitrator's award, the Union may submit a request for attorney fees. The Union's request shall be simultaneously served on the Employer. Within 30 calendar days of receipt of the Union's request, the Employer shall submit its response. Such response shall be accompanied by sufficient documentation, legal argument, and citation. The Employer's response shall be simultaneously served on the Union. The Union retained attorney will have 15 days after receipt to reply to the rebuttal. The Arbitrator shall have the authority to grant extensions and decide whether to accept further rebuttal briefs.

Section 3. Consistent with 5 USC 7701 (H), the Arbitrator's award shall be issued within thirty (30) calendar days of receipt of the Employer's response. The award shall contain a detailed explanation of why fees were not granted as well as the hours and rates allowed. The Agency may file an exception to the award with FLRA, consistent with 5 USC 7122. All charges of the Arbitrator will be shared equally by the parties.

ARTICLE 8  
GRIEVANCE PROCEDURE

Section 1. The parties wish to foster an atmosphere of cooperation and mutual respect between supervisors and employees. To that end, supervisors and employees are encouraged to communicate regularly with each other and discuss any problems or concerns and try to resolve them informally. If such informal efforts are unsuccessful, employees may utilize the grievance procedure as prescribed in this Article. The purpose of this Article is to provide a mutually acceptable method for a prompt and equitable settlement of grievances at the lowest organizational level practicable.

Section 2. This Article establishes a procedure for the consideration and resolution of grievances and shall be the sole procedure available to the parties and the employees in the unit for resolving grievances which fall within the coverage. When this procedure is utilized, the employee or group of employees presenting the grievance may be represented only by the Union; however, an employee or group of employees may present grievances to the Employer in their own behalf as long as the Union has been given an opportunity to be present at the grievance proceeding. Nothing in this Article is to preclude an employee or groups of employees from returning to the Union for representation or from deciding to present the grievances on their behalf at any phase (Step) of the grievance procedure.

Section 3. a. When an employee chooses a Union representative, he shall be represented by a Union representative of the Union choice.

b. Employees who choose to present grievances in their own behalf without Union representation are not entitled to further review or consideration beyond the opportunity to present the grievance and have it adjusted, affirmatively or negatively, as long as the resolution is not inconsistent with the terms of this Agreement. Employees cannot invoke arbitration, only the Union or the Employer can.

c. For any matter in which statutory appeals procedures exist, the employee may appeal through that avenue or the negotiated grievance procedure, but not both.

Section 4. If in an active duty status, a grievant shall, upon request, be allowed a reasonable amount of official time when such time is required for obtaining, preparing, and assembling information pertinent to the presentation of the grievance. In addition, a grievant shall be allowed up to one (1) hour at each step of the grievance procedure, to discuss his grievance with management. The employee's Union representative will be granted official time in accordance with Article 5 of this Agreement.

Section 5. A grievance means any complaint:

- a. By an employee within the bargaining unit identified in Article 2, Section 2, concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of an employee;
- c. By the employee, the Union, or the Employer concerning:
- (1) The effect or interpretation, or claim of breach of the Agreement;
  - (2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. Except that it shall not include:
- (1) Any claimed violation relating to prohibited political activities;
  - (2) Retirement, life or health insurance;
  - (3) A suspension or removal for national security reasons (5 USC 7532);
  - (4) Any examination, certification or appointment;
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee;
  - (6) Any matter that is outside the direct control of the Employer;
  - (7) Termination of a temporary promotion;
  - (8) Termination of temporary employees or of career conditional employees during the probationary period;
  - (9) Non-selection for promotion from a group of properly ranked and certified candidates;
  - (10) Any matter concerned with the filling of non-bargaining unit positions;
  - (11) Non-adoption of a suggestion or disapproval of a quality salary increase as a performance award, performance award, or other kind of honorary or discretionary award;

(12) A preliminary warning or adverse action proposal which, if effected, would be covered under this procedure or would be excluded from coverage under this Article;

(13) Grievances where no form of relief is appropriate;

(14) Critical elements and performance standards of an employee's position;

Section 6. Question of Grievability. In the event either party should declare a grievance non-grievable, the original grievance shall be considered amended to include this issue.

Section 7. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization.

Section 8. Procedure. The following procedure shall be adhered to in processing employee grievances not excluded by Section 5d of this Article. As outlined in Section 1, the issue should be initially discussed with the immediate supervisor:

Step 1. a. The employee and/or his representative, if any, shall submit his grievance, in writing, to his immediate supervisor within 15 work days of the date of the occurrence of the event that gave rise to the grievance. A grievance concerning a continuing condition may be filed at any time during the existence of that condition. If the immediate supervisor does not have authority to deal (meet and settle) with the grievance, the mutual determination of the management official to receive the grievance will be made by the Employer and the Union. The written grievance must contain the following information:

(1) Name of grievant, organization, job title and grade;

(2) Date of occurrence of event giving rise to the grievance;

A clear and concise statement of the grievance;

(4) Basis for alleged violation (Article(s), Section(s) of Agreement; law and/or regulation) if any;

(5) Corrective action(s) desired;

(6) Union representative's name, or declination of Union representation; and

(7) Signature of grievant and date grievance submitted to supervisor.

b. When the grievance meets all the requirements above, a meeting to discuss the matter will be held between the grievant and/or representative, if any, and the supervisor within 5 work days of receipt of the grievance. A written decision will be provided to the grievant, attached to the original grievance, within five (5) work days after the grievance meeting.

Step 2. a. If a satisfactory settlement is not reached in Step 1, the grievant will state in writing why the decision is unsatisfactory and submit that statement, attached to the Step 1 decision and the original grievance to the Branch Chief. The grievance must be submitted within five (5) work days of receipt of the Step 1 decision. No new issue(s) or desired corrective action(s) will be raised at this step or subsequent steps which were not raised at Step 1; (Step 2 is waived in those grievances where the Chief, Reproduction Division or the Chief, Distribution Division is the next higher level supervisor. The grievant may proceed to Step 3.)

b. A meeting to discuss the matter will be held between the grievant and/or the representative, if any, and the Branch Chief, as well as those management officials (excluding Step 1 officials) he deems necessary, within five (5) work days of receipt of the grievance. A written decision will be provided to the grievant, attached to the original grievance, within ten (10) work days after the grievance meeting.

Step 3. a. If a satisfactory settlement is not reached in Step 2, the grievant will state in writing why the decision is unsatisfactory and attach to the Step 2 decision paper, and submit the original grievance and attached decisions to the Division Chief of the employee's work site, either the Distribution Division or the Reproduction Division. The grievance must be submitted within five (5) work days of receipt of the Step 2 decision.

b. A meeting to discuss the matter will be held between the grievant and/or the representative, if any, and the Division Chief, as well as those management officials (excluding Step 1 and 2 officials) he deems necessary, within ten (10) work days of receipt of the grievance. A written decision will be provided to the grievant, attached to the original grievance, within fifteen (15) work days after the grievance meeting.

Section 9. Employer or Union grievances under this Agreement will be processed as follows:

a. A grievance initiated by the Union must bear the signature of the President of Local 2640 or designated

representative. The grievance must be submitted in writing within fifteen (15) work days of the date of the occurrence of the event which gave rise to the grievance. A grievance filed by the Union will be addressed to Chief, Reproduction Division, if the matter pertains to only the Reproduction Division, or to the Chief, Distribution Division if the matter pertains only to the Distribution Division. If a grievance filed by the Union pertains to both the Reproduction Division and the Distribution Division, then the grievance will be addressed to the Director, Aeronautical Charting and Cartography. A grievance filed by the Employer will be addressed to the President, AFGE Local 2640. All grievances filed by either party must be hand delivered to the other party, and the receiving party must sign an acknowledgment of receipt and hand write the date actually received. The written grievance from either party will contain the following information.

A clear and concise statement of the grievance;

(2) Date of occurrence of event giving rise to the grievance;

(3) Citation of the Article and Section involved, and/or other specifics; and

Corrective action desired.

b. Upon receipt of a clearly defined grievance, the Union President or representative and the Director, AC&C, or the Chief of the appropriate Division, or designated representative, as well as those management officials deemed necessary, will meet at a mutually agreed date and time within fifteen (15) work days after receipt of the grievance.

c. The party against whom the grievance is filed will provide a written decision to the aggrieved party within fifteen (15) work days after the grievance meeting.

Section 10. If, at any step, the Union and the Employer agree that no grounds exist for a grievance, or agree to a settlement of the grievance, such agreement shall be reduced to writing and signed and dated by the parties. Such an agreement will constitute the final resolution of the grievance.

Section 11. All time limits in this Article shall be strictly enforced. Extensions during the grievance procedure may be granted, provided it is mutually agreed in writing by the parties, signed and dated. The party whom requests the extension will be responsible for documentation of the agreement. Failure of the grievant or his Union representative to comply with the time limits shall nullify the grievance. Failure of the Employer to comply with the time limits shall permit the employee or Union

to advance the grievance to the next step, but not to arbitration. If a Union grieves, the Union may invoke arbitration. If no decision is rendered in a timely fashion, prior to invoking arbitration, the grievant or Union will notify management of a final three-day time frame in which to render a decision.

ARTICLE 9  
ARBITRATION

Section 1. Arbitration, by either party, may be resorted to only after the procedure provided for in Article 8 of this Agreement is fully complied with and a satisfactory adjustment or decision has not been reached. Notification, in writing, of the decision to refer a grievance to arbitration must be received within ten (10) work days of the acknowledged date of receipt of the Step 3 decision, or the date of the decision of the Employer/Union grievance. If no such notice is provided within the ten (10) work day period, the grievance shall be deemed settled and not subject to arbitration. If the Union is the party seeking arbitration, the notice will be addressed to the Employer; or, if the Employer is seeking arbitration, to the Union.

Section 2. a. Within five (5) work days after notification, the party desiring arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to act as arbitrators and shall designate the type of issue and any special requirements, e.g. arbitrator qualifications.

b. Within five (5) work days of receipt of the list of arbitrators, the parties will meet to select the arbitrator. If the parties cannot mutually agree upon one of the listed arbitrators, they will each alternately strike one arbitrator's name from the list and repeat this procedure, with the Union striking the first name. The remaining name will be the selected arbitrator. The parties will jointly notify the FMCS of the selection of an Arbitrator.

c. In the event either party refuses to participate in the selection of an arbitrator, the other party may make the selection unilaterally.

Section 3. When a date for the arbitration hearing has been agreed to by the arbitrator and both parties, no postponement of the hearing date will be sanctioned unless by mutual agreement of the parties, in writing. If a delay is agreed to by the parties, the party requesting the delay will be responsible for communicating with the arbitrator and requesting a new hearing date. If a hearing is postponed or canceled at such a late date that a cancellation fee is charged by the arbitrator, or expenses of a court reporter, the party requesting the postponement or cancellation shall pay the cancellation fee and all other expenses. In any grievance where the parties settle the matter prior to arbitration, but too late to avoid fees or expenses, then the parties will jointly pay the expenses or fees.

Section 4. The strict rules of evidence are not applicable, the hearing shall be informal, and testimony shall be under oath or affirmation.

Section 5. It shall be the sole discretion of the arbitrator to determine who will testify. The Arbitrator shall have the authority to exclude testimony or evidence which is determined to be irrelevant or unduly repetitious. The parties have a right to present and cross examine witnesses and issue opening and closing statements. All witnesses, except for the grievant or counsel/representative as the first witness, shall be sequestered. Except in emergency situations, the arbitrator will not have the authority to keep the record open in order to hear testimony of additional witnesses. Each party has the responsibility and obligation to produce its witnesses on the day of the hearing. For the purposes of this Article, emergency has the same definition it has in 5 USC 7106.

Section 6. The Arbitrator shall have the authority to make all arbitrability and/or grievability determination. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance. If the Employer declares a grievance nonarbitrable or nongrievable, the original grievance shall be considered amended to include the issue of nongrievability. Such declaration may be made at any time.

Section 7. The Arbitrator's decision shall be final, binding and, precedential, and the Arbitrator shall possess the authority to make an aggrieved employee whole to the extent such remedy is not limited by law, including the awarding of attorney fees in accordance with Article 7 of this Agreement, and the authority to award the employee back pay and interest in accordance with 5 C.F.R. 550.801(a), reinstatement, retroactive promotion where appropriate, and to issue an order to expunge the records of disciplinary, adverse, or unacceptable performance action, if appropriate. Consistent with Article 1 of this Agreement, the arbitrator must follow Government-wide laws and regulations in making decisions.

Section 8. The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the parties. This may include drawing an appropriate inference when either party fails to present facts or witnesses that the arbitrator deems necessary and relevant.

Section 9. a. Representatives of the Employer and the Union shall meet not less than five (5) work days prior to the date of an arbitration hearing to explore possible resolution of the case. If there is no resolution, the issue(s) to be arbitrated will be framed at the meeting, put into writing, and signed by

both parties. Only the issue(s) raised during the grievance procedure will be considered at this meeting. If the parties fail to agree on the issue(s) to be arbitrated, then each shall make a separate statement of the issue(s) with a copy furnished to the other party. Included with any statement of issue(s) submitted by the parties will be the redress expected from arbitration.

b. At this meeting the representatives shall exchange the names of witnesses and identify exhibits to be used at the arbitration hearing.

c. A copy of the issue(s) framed at the pre-arbitration meeting and a copy of any agreement will be jointly forwarded to the arbitrator by the Employer and the Union prior to the hearing.

Section 10. The arbitration hearing will be held on the Employer's premises during regular day shift hours of the basic workweek. Employees of the Employer will be excused from work for the purposes of a witness without loss of pay. Union representation at the arbitration hearing shall be the same as that designated under the Grievance Article or Union-approved counsel. The grievant, his Union representative and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration hearing without loss of pay or charge to annual leave. Employee witnesses shall be present and remain until dismissed by the arbitrator. The hearing will be open to observers with the prior written consent of both parties. Under no circumstances will premium pay or compensatory time be authorized for or as a result of the arbitration hearing.

Section 11. a. The arbitrator's fees and expenses shall be shared equally by the Employer and the Union and the arbitrator shall bill each party separately. Travel and per diem costs for the arbitrator shall not exceed those authorized by law and regulation.

b. If a transcript of the hearing 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 costs shall be shared equally. The cost of the transcript will be limited by GSA regulations.

c. Either party desiring a transcript of an arbitration hearing must make that decision before the day of the hearing and so notify the other party. If one party fails to so notify, no transcript will be provided to that party.

Section 12. The arbitrator shall have no power to add to or subtract from, disregard or modify any of the terms of this Agreement. The jurisdiction, authority, and expressed opinions of the arbitrator shall be confined exclusively to the issue(s) pertinent to the grievance, and the interpretations and applications of the provisions of this Agreement related thereto consistent with the definition of the Agreement as a whole.

Section 13. The arbitrator shall be requested to render his award within 45 calendar days after the conclusion of the hearing or, if a transcript is used, within 45 calendar days after receipt of the transcript. The award shall be mailed to the parties by registered or certified mail.

Section 14. The arbitrator's award shall be binding on the parties, however, either party may file an exception to the award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 15. If the arbitrator modifies an award pursuant to a request for reconsideration made by the Office of Personnel Management, the fees shall be shared equally by the parties. If OPM does not prevail, then the Employer shall pay all additional fees.

Section 16. The Employer recognizes the Union's right to collect fees from nonmembers for arbitrating cases on their behalf.

Section 17. If the Arbitrator decision has been modified or rejected by a reviewing body solely because the remedy was ruled illegal, the case will be remanded to the Arbitrator by the parties to fashion a new remedy if appropriate.

Section 1. The Employer and the Union agree that the maintenance of discipline is essential to the satisfactory conduct of Government business.

Section 2. a. Oral counseling, warnings, or admonishments are not considered disciplinary actions and cannot be grieved by the employee. If future infractions occur that warrant discipline, the oral counseling, warnings, or admonishments will not be a basis for the discipline, but may be cited as supporting that the employee was clearly on notice of expected behavior.

b. Counseling, warnings, leave restrictions, or admonishments which are reduced to writing must be shared with the employee before they can be relied upon by Management in any subsequent disciplinary or adverse action against the employee. The employee may respond in accordance with Article 6 Section 13 of this Agreement.

c. Any written notice of disciplinary action to an employee shall include all rights and privileges provided by law and regulation, which includes the right to representation, as appropriate. If an employee believes that an investigation may lead to discipline, he has a right to request a Union representative be present before any discussion takes place.

Section 3. A disciplinary action, for purposes of this Article, is defined as a written reprimand, or suspension of 14 days or less. These actions may be grieved under the negotiated grievance procedure.

Section 4. An adverse action for purposes of this Article, is defined as a removal, a suspension for more than 14 days, a reduction in grade, a reduction in pay, or furlough of 30 days or less. These actions may be grieved or appealed in accordance with Article 8 Section 3c of this Agreement, and in accordance with the appropriate law given the rights to the appeal for the specific procedure.

Section 5. A suspension of any length or adverse action requires two separate written notices to the employee - (1) a proposal; and (2) a decision. In addition to stating the specific reasons, the proposal notice must also give the employee his legal rights, including his right to representation and a reasonable time to reply (not less than 5 workdays). The decision notice will give the employee his legal rights, including the right to grieve or appeal.

Section 6. The disallowance of an employee's choice of representative during the notice period may be referred to the Labor Relations Office. Such referrals must be made within three (3) work days following receipt of the deciding official's disallowance.

Section 7. If an Employer issues a disciplinary action as described in Section 3 above, or an adverse action as described in Section 4. above, or a within-grade increase denial, the affected employee will be given an additional copy of the notice which may be used for representational purposes.

Section 8. If an employee is the subject of a criminal investigation or criminal proceeding and an adverse action is taken against him involving the same facts as those which gave rise to the criminal investigation or proceeding, the employee can elect, in writing, to suspend his right to file a grievance appealing the adverse action (with the exception of an indefinite suspension) until the completion of the criminal trial or other disposition of the criminal matter, if the matter is resolved prior to trial. The grievance must be filed within fifteen (15) workdays of the date of the completion of the criminal trial or other disposition of the criminal matter.

Section 9. Upon written request to the Director, AC&C, or the LREB, but not more than twice every 12 months, the Union will be furnished a statistical summary of any disciplinary and adverse actions which affected bargaining unit employees.

ARTICLE 11  
MERIT ASSIGNMENT PROGRAM

Section 1. The parties recognize that the purpose of the Merit Assignment Program is to assure selection from among the best qualified candidates available and to assure that all employees receive fair and equitable consideration for advancement. The parties agree that promotions and related Merit Assignment Program actions concerning bargaining unit positions shall be governed by the procedures of the Merit Assignment Program as described in the Department of Commerce (DOC) Merit Assignment Plan (MAP), dated March 8, 1989 and all amendments.

Section 2. It is the employee's responsibility to assure that application materials are complete, accurate, and received in the appropriate personnel office on or before the established closing date. Only application materials received by the closing date will be considered.

Section 3. a.. Employees will not make inquiry as to the status of their application until 30 days after the vacancy announcement has closed.

b. Management will attempt to notify all bargaining unit employees who were on a Merit Program Certificate, but were not selected.

Section 4. Upon specific request to the personnel office, any employee will be afforded the opportunity to receive counseling regarding those areas, if any, the employee may need to improve in order to increase the chances of future selection for vacancies.

Section 5. When promotion panels are established in accordance with the MAP for the purpose of ranking candidates for vacant bargaining unit positions within the Bargaining Unit, the Employer may request the Union to provide a list of names to be considered to serve as a technical member on the panel. None of the employees on the list may be a candidate for the vacant position. The nature and extent of participation as a technical member of the panel will be determined by the Employer, based on the qualifications and ability of the selectee to serve the purposes of the panel without detracting from the deliberative process necessary to fill the vacancy.

The parties recognize the benefit of working cooperatively to promote conservation and efficiency in order to preclude potential Reduction In Force (RIF) situations and agree to work together to that end as much as possible by law.

Section 1. The Employer agrees to notify the Union as far in advance of the specific notice to employees as practicable, and as soon as the release of information is permissible after decisions have been made, on actions which will result in a RIF, transfer of function, or reorganization which would adversely affect bargaining unit employees. The notification will include:

- a. The reason for the action to be taken;
- b. The approximate number, types and levels of bargaining unit positions which may be affected;
- c. The anticipated effective date that action will be taken.

Section 2. a. Upon written request, the Employer agrees to provide the Union with information, such as current and official organization charts, and functional statements (if available), in accordance with appropriate law and regulations.

b. Every effort will be made by Management to ensure that all employee files contain the most current rating of record possible in order to establish retention standing. The Union will be notified if individual or groups of employees are missing their current rating of record.

Section 3. The Employer agrees to provide the Union with an opportunity to discuss the methods, procedures, and criteria to be used in effectuating a RIF. The parties recognize, however, that a RIF will be carried out in strict compliance with applicable laws and regulations in effect at the time the RIF is conducted.

Section 4. a. Bargaining unit employees affected by a RIF have the right to inspect RIF records that pertain to their individual actions, insofar as it is permissible under the provisions of law and regulations. In reviewing these records, the employee may, if he chooses, be assisted by a Union representative.

b. Employees and/or their designated representative will be permitted to review the retention register (as described in 5 C.F.R. Part 351) so that the employee may consider how the competitive level was constructed and how the relative standing of the employee was determined. This includes the right to

review the complete retention registers for other positions that could affect the composition of the employee's competitive level, and the determination of the employee's assignment rights.

Section 5. In a transfer of function, the Employer will consult with the Union when a decision to relocate the unit or any of its component parts has been made. The Employer agrees to attempt to assist employees who decide not to follow the transfer of function through reassignment, or by other appropriate means to avoid separation, except in those cases where the transfer is within the commuting area.

Section 6. After any RIF or reorganization has been in effect for a minimum 90 day period, the Employer agrees to give consideration to a bargaining unit employee's request for reassignment to a position for which he has been determined qualified by the Personnel Division if he is dissatisfied with his new assignment.

Section 7. During the term of the contract, all RIFs will be conducted in accordance with this contract and the 5 C.F.R. Part 351. Nothing will waive the right of the Union to negotiate on the impact or implementation of any RIF.

ARTICLE 13  
CONTRACTING OUT

Section 1. a. The Employer acknowledges its responsibility to adhere to law and applicable Government-wide regulations regarding the use of experts and consultants.

b. The Union will be notified if an expert or consultant is assigned to a position in the bargaining unit.

Section 2. a. The Employer agrees to provide, as early as possible, advance notice of any proposed decision to contract work currently performed by employees of the bargaining unit or work that would impact those employees when the proposed decision will displace or adversely affect such employees. Consultation will take place prior to a final decision in accordance with the provisions of Article 3 of this Agreement.

b. The Parties recognize that certain decisions and time frames are beyond the control of the Employer.

c. Once a decision has been made to contract out, the Union will be notified and given its rights in accordance with Article 3 of this Agreement.

Section 3. When positions of bargaining unit employees are adversely affected by a decision to contract out work, the Employer will attempt to minimize the impact of reduction-in-force actions (RIF).

ARTICLE 14  
TRAINING AND CAREER DEVELOPMENT

Section 1. In an attempt to develop and maintain a highly skilled and representative work force, the Employer and the Union recognize that training and development of employees are essential to efficient operations. Recommendations and selections for formal training will be made without regard to race, color, religion, sex, age, national origin or handicap. Consistent with the Agency's mission and budgetary constraints the Employer will:

- a. support employees in enhancing their current job skill development relevant to the Employer's mission;
- b. retrain employees and restructure/redesign positions where jobs have been impacted by the introduction of new technology into the workplace;
- c. provide opportunities for upward and lateral career mobility within the Agency, when possible.

Section 2. The choice of subject matter, areas for training, selection of employees, and assignment of training priorities is a right of the Employer. Based on need as determined by the Employer, formal and informal training will be made available to all employees on a fair and equitable basis. Training will not interfere with operational requirements as determined by the Employer.

Section 3. The Employer and the Union will emphasize to employees in the unit the need for self-development and self-initiated training to increase their efficiency and enhance their career potential. Employees interested in career development are encouraged to discuss their interest utilizing any or all available resources, including their immediate supervisor and personnel office. Current listings, brochures, and announcements of job-related training and education courses, as well as available correspondence courses and after-duty-hours educational courses will be provided to bargaining unit employees, upon request, to assist them in their self-development plans. Employees who acquire new or enhanced skills through training received outside Government channels are encouraged to provide documentation of such training to the personnel office for inclusion in the employee's personnel folder, subject to OPM rules.

Section 4. It is recognized that certain training is essential for the performance of duties and, in some instances, for certification to perform duties. Employees who refuse such training assignments during normal work hours as determined by the Employer shall be subject to disciplinary action.

Section 5. Employees have the right to request a transfer, reassignment or detail for career development purposes, however, the Employer retains the right to determine if such requests can be granted.

Section 6. Employees may be authorized to attend meetings or seminars of professional or technical societies on administrative time, subject to the Employer's approval.

ARTICLE 15  
EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer and the Union encourage and support employee utilization of the Employee Assistance Program (EAP) which offers help to employees who have personal problems, including alcohol or other drug abuse, mental, emotional, or other personal problems which may interfere with the employee's satisfactory and safe performance of duties, reduce the employee's dependability or reflect discredit on the organization.

Section 2. The Employee Assistance Program is intended to identify what problem is deterring the employee's satisfactory job performance and to offer the employee appropriate confidential assistance in dealing with the problem. Its goal is to restore employees to acceptable job performance.

Section 3. Employees who utilize available counselling services will be granted official time or leave, as appropriate, to participate in the EAP. Employees who decide to accept a prescribed program of treatment for alcoholism, drug, or other health problem which will require extended absence from work may be granted sick or annual leave, or lacking these, leave without pay at their request, on the same basis as any other illness when absence from work is necessary.

Section 4. No employee will have his job security or promotion opportunities jeopardized by a request for assistance from EAP. Exceptions may be made for retention or consideration for critical sensitive positions or those who jeopardize the safety of others. Participation in some aspect of the EAP program will not jeopardize an employee's right to disability benefits in accordance with appropriate laws and regulations. A request for assistance, however, shall not be construed to prohibit the dismissal from employment or the disciplining of an employee who cannot or does not function satisfactorily in his employment.

Section 5. The Union will be notified of any EAP Training offered to employees.

ARTICLE 16  
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Union agrees to cooperate with the Employer in providing equal opportunity for all persons in every aspect of employment without regard to race, color, religion, sex, age, national origin, mental or physical handicap, and to promote full realization of equal employment opportunity through a continuing affirmative action program.

Section 2. Once a potential EEO complaint is brought to a supervisor's attention, the supervisor must look into the matter and take corrective action as appropriate.

Section 3. An employee may raise a complaint of discrimination through NOAA's EEO administrative complaint process or through the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised this option when the matter that gave rise to the allegation of discrimination is made the subject of a timely filed grievance or a formal EEO complaint, whichever event occurs first. Consultation with an EEO counselor pursuant to 29 C.F.R. 1614.105 does not constitute filing a formal EEO complaint or a grievance.

Section 4. When the Employer is notified of EEO training offered at the NOAA level (that is not strictly a supervisory course), the Employer will notify the Union of its availability if NOAA has not distributed a notice to all employees.

ARTICLE 17  
HEALTH AND SAFETY

Section 1. The Employer recognizes its responsibility to provide and maintain, places and conditions of employment that are free from recognized hazards that cause or are likely to cause death or physical harm (as determined by appropriate authorities) and to protect its property from damage. Consistent with this policy, the Employer is committed to provide its employees with a work environment free from health risks or take the necessary precautions to protect them from such risks associated with exposure to chemical, physical and biological agents. To this end, the Employer agrees to comply with applicable policies and procedures of the Department of Commerce issued pursuant to the Occupational Safety and Health Administration and Executive Order 12196. The Union will cooperate with the Employer's efforts to provide and maintain safe working conditions and will encourage all employees to work in a safe manner. It is further recognized that employees have primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. The Employer will welcome at any time suggestions from the Union and employees which offer practical and economically feasible ways of improving safety conditions.

Section 2. The parties encourage unit employees to be alert to unsafe or unhealthful conditions at the work site. When such a condition is observed, employees should promptly inform the supervisor in charge. When the matter cannot be resolved at this level, employees may contact the Chief, Reproduction Division, the Chief, Distribution Division, the NOAA Safety Officer, or the Department of Commerce Safety Officer. The Employer agrees to investigate such reports, within two (2) hours for imminent danger, two (2) workdays for potentially serious conditions, and twenty (20) workdays for other conditions. The Union President or designated representative has the right to accompany the Employer or the Safety Officer or designated representative on any inspection conducted by pursuant to such reports. When necessary the Employer will initiate prompt corrective action as required. Should immediate corrective action not be possible, the Employer will notify the affected employees of plans for corrective action with a summary of interim steps and general time frame to protect all employees exposed. The employee, or group of employees, may be accompanied by a Union representative while presenting a safety or health problem to the Employer or his designated representative. No employee will be subject to restraint, interference, coercion, or reprisal for filing a report of unsafe or unhealthful working conditions or otherwise participating in the safety and health program as set forth in this Article.

Section 3. The Employer agrees to post in prominent locations information regarding the reporting procedures for allegations of unsafe or unhealthful working conditions, including the name and telephone number of the NOAA Safety Officer and of the Department of Commerce Safety Office.

Section 4. The Employer will avoid assigning jobs to employees outside their normal responsibilities which may present a clear and present danger to their health or safety.

Section 5. An employee who becomes ill or sustains a job-related injury will be promptly referred to the Health Unit for treatment and counselling. The employee will be informed of his benefits, rights and the procedures to file the appropriate claim. The employee is required to give his supervisor written notice of an injury within the required time periods. The employee and/or the supervisor may seek any necessary assistance from the Personnel Office. The Employer agrees to post in prominent locations information regarding the procedures for employees to report a job-related illness or injury.

Section 6. The Employer agrees that it will provide appropriate Safety training for employees responsible for or designated to operate any machinery or evacuation devices before their use.

Section 7. The Employer agrees to maintain developed procedures that assure all handicapped employees are provided appropriate assistance to evacuate the building in case of an emergency.

Section 8. a. The Employer will conform to applicable General Services Administration (GSA) regulations for all buildings occupied by bargaining unit personnel.

b. The Employer will make every reasonable effort to insure that photocopy equipment is located in properly ventilated areas and that its operation does not endanger the health of bargaining unit employees.

c. Upon establishment of standards for acceptable radiation emissions of Video Display Terminals (VDTs), the Employer will ensure that standards are met and that equipment not meeting these standards is not used. The Employer will consider medically documented accommodation requests presented by pregnant women in regard to use of VDTs.

Section 9. The Employer will provide required protective gear and/or equipment (i.e. gloves, fans, etc.) as directed by the NOAA Safety Officer or the Department of Commerce Safety Officer to all employees who use dangerous chemicals. Proper ventilation will be maintained in the area where the chemicals are used, and exposure limits will be carefully monitored on a periodic sampling basis.

Section 10. The parties support and encourage all employees to quit smoking. In this regard, the Employer may sponsor and/or provide appropriate time and, within budgetary constraints, bear the cost (or a portion of the cost) of employee participation in government smoking cessation programs. Participation in a smoking cessation program is voluntary. For those employees, supervisors, managers, or visitors who do smoke, smoking will not be permitted in any office, hall, restroom, or anywhere in the building(s) used by the Distribution Division or the Reproduction Division. At the Distribution Division, all smoking must be done from outside of the building, and from the Reproduction Division, smoking will be done in areas designated outside of the building. Receptacles will be provided by the Employer and the smokers are responsible for keeping the area clean of debris.

Section 11. The Employer supports Union participation in a NOAA Level "umbrella" committee formed to address air quality and other issues impacting the working conditions of bargaining unit employees.

All requests for leave must be documented on an SF-71, Application for Leave. Annual and sick leave may be used in 30 minute increments. This Article is regulated by the Department of Commerce's Handbook on Leave Administration.

Section 1. a. Employees are entitled to accrue annual leave for vacation periods of rest and recreation as well as time off for personal, emergency purposes, or other uses of their choice. The granting and scheduling of said leave is based on the needs of the Division to which the employee is assigned in accomplishing its mission and therefore is subject to the prior approval of the supervisor. Every effort will be made to accommodate an employee's request for annual leave.

b. Employees will submit tentative annual leave plans for summer vacation periods no later than March 1 of each year and for winter vacation periods no later than October 1 to ensure that the continuity of work can be maintained and to avoid forfeiting unused leave at the end of the leave year. Once leave plans are definite, the employee must submit a leave request immediately. Requests for leave of at least one workweek must be submitted at least 30 days in advance. Requests made within the 30 day time frame may be granted if the work and office coverage can be accommodated. Requests will be considered on a first come first served basis. A copy of the leave plans will be made available to the employee upon request.

c. An SF-71, Application for Leave, will be used for requesting vacation leave and for all cases where employees are requesting leave that would otherwise be forfeited. SF 71 approval of requested leave does not guarantee that leave will be granted. The Employer retains the right to deny or cancel previously approved leave when workload, mission or emergency circumstances require it. Annual leave which is accrued beyond 240 hours will be lost at the end of the leave year unless it is used or restored. An employee may only request restoration when forfeiture of leave is caused by illness, administrative error, or a business exigency.

d. When requesting unscheduled or emergency annual leave, the employee will personally notify his supervisor, or the next higher level supervisor, on the day of absence, as soon as possible but no later than 2 hours after the beginning of the employee's tour of duty, or no later than 9:30 A.M. whichever is earlier. If neither supervisor is available, the employee must leave a message with a telephone number where he can be reached, if possible, or schedule a time to call back that day. Failure

to do so may result in a charge of being absent without leave (AWOL).

Section 2. a. The Union joins the Employer in recognizing the importance of sick leave and will encourage employees to conserve sick leave so it will be available to them in case of extended illness or injury.

b. Sick leave, if accrued, shall be granted to employees when they are incapacitated for the performance of their duties. Employees will submit leave requests for medical, dental, and optical examinations or treatments with as much advance notice as possible. Employees are encouraged to schedule such appointments after work hours or on non-work days.

c. When requesting unscheduled or emergency sick leave, the employee will personally notify his supervisor or the next higher-level supervisor, on the day of absence, as soon as possible but not later than two (2) hours after the beginning of the employees's tour of duty, or not later than 9:30 A.M., whichever is earlier. A call from someone other than the employee is acceptable only if the employee is physically unable to call personally. Failure to call within the time limits above may result in a charge of being AWOL. It is the responsibility of the employee to keep supervisors advised regarding a continuing absence on sick leave.

d. A period of absence on sick leave in excess of three (3) consecutive workdays must ordinarily be supported by a medical certificate. However, if the circumstances surrounding the employee's absence indicate that the services of a physician were not available or required, the employee's written statement supporting the need for sick leave use may be accepted in lieu of a medical certificate. When an employee's absences indicate a possible abuse of sick leave, the submission of a medical certificate may be required to support any leave absence regardless of its duration.

e. In cases of serious disability or ailment, when the exigencies of the situation require, employees may be granted advanced sick leave, in addition to the sick leave to their credit, subject to the following limitations:

(1) Every application for advance sick leave must be supported by a medical certificate signed by a physician or other practitioner;

(2) The total sick leave advanced must be charged against sick leave subsequently earned;

(3) An employee may not be advanced sick leave in excess of

13 days during the probationary or trial period;

(4) The amount advanced to a full time employee who has completed a probationary or trial period in the Federal Government may not exceed 30 days.

Section 3. a. Employees may request, as far in advance as possible, particularly if the absence is to be prolonged, leave for periods of absence for certain family and medical reasons as stated in the Family and Medical Leave Act of 1993. A copy of the FMLA will be maintained in the Reproduction Division and the Distribution Division.

b. Leave for parental and family responsibilities consists of appropriate combinations of annual leave, sick leave, or leave without pay. Sick and annual leave may also be advanced to employees. Leave without pay may be requested and granted without exhausting all other leave categories. Leave for adoption may be annual leave or leave without pay. Sick leave for adoption may be used in accordance with the provision outlined in the Federal Employees Family Friendly Leave Act. Employees covered under the FMLA are entitled to up to 12 workweeks of unpaid leave during any 12-month period. The Employer agrees to administer all such leave requests equitably and reasonably, taking into consideration both the needs of the employees and the organization.

c. The employer will assure continued employment for an employee for whom extended leave has been approved who wishes to return to work, unless termination is otherwise required by expiration of appointment, by reduction-in-force, for cause, or for other reasons unrelated to the absence. The employee will be returned to the position formerly occupied, or to a position, within the same commuting area, of like seniority, status, and pay.

d. An employee using or returning from having used FMLA leave has all entitlements and rights as provided under the Family and Medical Leave Act of 1993.

Section 4. a. Supervisors should discuss concerns regarding leave usage with the employee at the earliest opportunity.

b. Leave abuse may be present when:

(1) proper procedures are not followed in requesting leave;

(2) the pattern of taking leave is disruptive to the mission of the office, including work schedules and vacation schedules;

(3) ongoing leave patterns may indicate a misuse of leave;

c. When an employee's absences indicate an abuse of leave, the employee will be issued a Leave Restrictions Memorandum citing the problem and the appropriate procedures which must be followed to obtain leave. Leave restrictions will be in place for no longer than six (6) months. However, if the problem persists, the leave restriction may be extended in increments of six (6) months or less.

d. Employees with medical conditions are subject to the same leave procedures as the other employees. However, if an employee's medical condition affects his leave usage, he is encouraged to supply specific medical documentation to his supervisor. Supervisors must coordinate with the Labor Relations and Employment Branch on any required reasonable accommodation.

e. If an employee with a medical condition is placed on leave restriction, and he believes he is not being reasonably accommodated, the employee must meet with his supervisor and discuss this concern. A leave restriction cannot be grieved, but if after these discussions an employee continues to believe he is not being reasonably accommodated, this issue can be grieved under Article 8.

Section 5. An employee donating blood at official, authorized, non-profit blood banks, blood drives, or in emergencies to individuals, may be granted sufficient administrative leave to donate blood up to four (4) hours on the same day on which the donation is made and not more than once in a calendar month.

Section 6. A supervisor may permit an employee to work compensatory time off for the purpose of taking time off without charge to leave when religious beliefs require the employee to abstain from work during certain periods of the workday or workweek, to the extent that modifications in work schedules do not interfere with the efficient accomplishments of the Agency's mission. The employee may work the compensatory time off either three (3) pay periods before or after taking it. In either case, the employee must establish a schedule with his or her supervisor to work the compensatory time off.

Section 7. For information on other types of leave, refer to the Handbook of Leave Administration or Title 5 U.S.C. Chapter 63.

ARTICLE 19  
PERSONNEL RECORDS AND INFORMATION

Section 1. The maintenance, content, and release of information from a unit employee's Official Personnel Folder (OPF), which is maintained by the Personnel Division, shall be in accordance with rules and regulations of the Office of Personnel Management, and the Department of Commerce, and this Agreement, specifically, but not limited to Articles 6 and 10.

Section 2. A Unit employee has the right to request and be granted a reasonable amount of time, with approval of the supervisor, to review his OPF normally within 24 hours after request to the Personnel Division. The request shall be processed in accordance with Privacy Act procedures consistent with rules and regulations of the Office of Personnel Management and the Department of Commerce.

Section 3. a. Upon written request to the Director, AC&C, but only once every 3 months, the Union will be furnished a list containing the names, positions and grades of employees in the bargaining unit.

b. Upon written request to the Director, AC&C, but not more than once every 3 months, the Union will be furnished a statistical report of separations, and promotions for employees within the bargaining unit.

c. Upon request to the Director, AC&C, but not more than once every 3 months, the Union will be furnished a list of accessions for the requested quarter.

Section 4. Management and the Union will consult with respect to the format of the information to be transmitted pursuant to Section 3 of this Article. To the extent practicable, Management will attempt to transmit the informational reports in the format requested by the Local 2640.

Section 1. The Employer will provide, without cost to the Union, an enclosed office (four walls, floor to ceiling) at the Reproduction Division, Herbert C. Hoover Building, that can be secured against unauthorized entry, so as to keep all confidential files secured and for use as necessary for confidential representational activities. The Union shall be responsible for keeping the space in a neat, clean condition.

Section 2. a. The Employer will provide the following basic office furniture for the Union: a desk/table, chairs, typewriter, personal computer (PC) (minimum 386 SX), printer, supply cabinet, bulletin boards (2), and a dedicated telephone line (202) 482-2377.

b. The Union shall be allowed to install a facsimile telephone and answering machine line in the office. The monthly cost for this telephone, excluding any long distance (toll) charges, will be paid by the Employer. Time spent on the telephone in the performance of representational activities is considered official time; no official time will be granted for telephone use for internal Union business activities. The Employer agrees to request that the appropriate management officials publish the telephone number, office location, and Union President's name in the NOAA Service Telephone Directory.

c. Upon approval by the appropriate Division Chief, the Union representative may have the use, on official time, of a copying machine for matters covered under this Agreement, but not to include matters pertaining to internal Union business.

Section 3. Use of the interoffice mail system will be permitted only for correspondence between the Employer and unit employees and between the Employer and the Union under the terms of this Agreement.

Section 4. It is agreed, subject to advance request from the Union, that the Employer will provide information regarding the availability of meeting space for the Union to conduct business meetings on non-duty time.

Section 5. For the purpose of fostering effective and efficient communications between the parties, the Employer will make every effort to provide the Union and employees with access to the electronic mail (E-Mail) system, as the system is implemented at the Reproduction Division to facilitate communications among Management, NOAA Labor Relations, and the Union.

Section 6. Government, Departmental and NOAA personnel regulations maintained by AC&C's Program and Production Management (P&PM) Staff or in the NOAA Library in SSMC3 and/or at the Washington D.C. building will be available to the Union. Materials of this nature that are not maintained by the P&PM Staff or in the library will be made available to the Union upon request.

ARTICLE 21  
MISCELLANEOUS PROVISIONS

Section 1. Bulletin Boards. a. The Employer agrees to provide reasonable space (not to exceed one quarter of the space if so requested by the Union) on existing bulletin boards in the Unit for the use of the Union.

b. Any material posted by the Union shall be signed by the Union President, or designated representative. While prior approval of the Employer is not necessary, the Union is responsible for posted material in terms of accuracy and adherence to ethical standards, and for assuring that it does not violate any law. The Employer reserves the right to conduct a post-audit this material and initiate appropriate action where the privilege is abused.

c. The Union shall maintain all bulletin board space allotted to them in good order and agrees that the maintenance and posting of Union material shall be accomplished outside of duty hours.

Section 2. Distribution of Agreement. Copies of the Agreement shall be prepared and printing costs paid by the Employer. Sufficient copies will be provided to the Union for distribution to current and new employees in the bargaining unit.

Section 3. Contributions. The parties agree not to coerce employees to donate to charitable organizations or to purchase saving bonds. Actions which create the perception that employees do not have a free choice to give or not give are prohibited. No employee will be adversely affected by his election in such matters. However, this section shall not be so construed as to prohibit the Employer from posting or circulating information concerning such charitable organizations, or from otherwise encouraging employees to consider contributing to worthwhile charities or purchasing saving bonds.

Section 4. New Employee Orientation. As part of the orientation process, when a new employee reports to the Division after personnel processing, the Employer agrees to allow the Union to meet with the new employee, up to thirty (30) minutes. The purpose is to deliver a copy of the Agreement and introduce the employee to the Union. The Union agrees that it will make it clear that any further contact with the Union is strictly voluntary.

Section 5. Committees. When NOS or AC&C is solicited for employee nominees to serve on committees on matters affecting employee welfare (i.e daycare, cafeteria), Management will request nominees from the Union.

Section 6. Wellness/Fitness. Employer and the Union agree that the well-being of the employees is a mutual interest of fundamental importance. Therefore, both parties will be supportive of employee's participation in NOAA/NOS sponsored Wellness/Fitness programs. Management agrees to distribute and post notices of upcoming programs and/or screenings on central bulletin boards. The Union agrees to inform new employees of the fitness center and health unit facilities.

Section 7. Part-time. Any full-time employee wishing to convert to part-time must submit a written request, stating the reasons why, to his immediate supervisor. The Employer will make an effort to accommodate the request. Counseling on benefits under part-time employment may be obtained from Personnel. If a full-time employee is converted to part-time, there is no guarantee the employee will be converted back to full-time. However, the Employer will make a good-faith effort to accommodate the employee's request. If a full-time employee is denied part-time employment, he will receive the reasons for denial in writing.

Section 8. Job Sharing. Job Sharing entails an arrangement of two or more employees sharing a full-time job. Any reasonable arrangement, including overlapping schedules, can be made if it meets the needs of the job-sharers and supervisor. Employees wishing to job-share must make a written request to Management, including requested work schedules. Employees who are job-sharing are considered part-time and may consult Personnel about benefits.

Section 9. Temporary Employees. The Union has the right to consult with the Employer, in advance, concerning the proposed hiring of a temporary employee to staff a bargaining unit position.

Section 10. Medical Documentation. When there is reason to believe that a health problem may be causing performance or conduct problems of an employee, the employee may submit, or be requested to submit medical evidence documenting the health problem affecting his performance or conduct and/or an opportunity to voluntarily request reasonable accommodation or initiate an application for disability retirement on his own behalf. When the results of a medical examination reveal that the employee cannot satisfactorily perform his regularly assigned job, Management will consider reasonable accommodation for the employee under the applicable regulations.

Section 11. Within-Grade Increases. An employee is entitled to receive a within-grade increase subject to completion of the appropriate waiting period and a determination that the employee's work is of an acceptable level of competence. Such determination will be made in accordance with 5 CFR 531 Subpart D.

Section 12. Employee Feedback. Employee feedback and suggestions about how to improve upon work efficiency and productivity are welcomed. An employee encountering a specific problem with a supervisor should first attempt to resolve the problem with the supervisor. If these efforts are unsuccessful, the employee may proceed up the supervisory chain or see a Union representative.

Section 13. Awards. The Parties agree that performance awards will be administered in accordance with 5 CFR 430, Subpart E, and the DAO 202-451. Other incentive awards programs currently in effect at NOAA/NOS, such as superior accomplishment awards and time-off awards, will also be administered in accordance with the DAO 202-451. Employees meeting the criteria cited in the regulations will be eligible for awards and/or recognition on a yearly basis.

ARTICLE 22  
DUES WITHHOLDING

Section 1. The Employer will deduct Union dues from the biweekly pay of those eligible employees who are members of the bargaining unit or who have applied for membership in the Union, when the following requirements are met:

- a. The employee must be a member in good standing in the Union or must have applied for membership in the Union contingent upon payment of the first month's dues by means of voluntary allotment as provided herein;
- b. The employee's earnings must be sufficient to cover the amount of dues after all other legal and required deductions are made; and
- c. The employee must have voluntarily submitted through the Union a completed Standard Form 1187 (SF 1187), Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, which will be supplied by the Union, and forwarded to the OA LMRS.

Section 2. The amount of dues deducted each biweekly pay period shall be the amount certified by the Union in section A of the SF 1187, beginning the first full pay period after receipt by the OA LMRS. The amount withheld will not be changed unless the Union certifies to the OA LMRS that the dues have been changed. The Union will not change the amount of the allotment more frequently than once each 12 months.

Section 3. Allotment for dues deduction may be terminated by an employee through submission of a SF 1188 Cancellation of Payroll Deductions For Labor Organization Dues, or a memorandum to the OA LMRS. After payment of one full year, cancellation can be instituted by submitting a SF 1188 to OA LMRS and will become effective the first full pay period after it is received.

Section 4. An employee's voluntary allotment of Union dues will be terminated by the Employer when any of the following occur:

- a. Loss of recognition by the Union;
- b. Transfer of the employee authorizing dues deduction outside the bargaining unit; or
- c. Receipt by the OA LMRS of written notification from the Union that an employee has ceased to be a member of the Union in good standing.

Section 5. After completion of each pay period, the following will be transmitted to the allottee designated by the Union:

a. After each pay period, the remittance for dues withheld will be sent in the form of a check made payable to "AFGE, Local 2640" at the address below:

AFGE, Local 2640  
C/O Mark Abell  
4267 Airline Parkway  
Chantilly, Virginia 20151

b. Each remittance will be accompanied by a list containing the name of each member from whose salary dues have been withheld and the amount withheld for each person listed. Duplicate copies of revocations made and SF-1188's processed under Section 3 will be sent to the Union by the OA LMRS.

c. This service shall be provided without charge to the Union.

ARTICLE 23  
UNFAIR LABOR PRACTICE CHARGES

Section 1. The Union and the Employer agree that neither party will file an Unfair Labor Practice (ULP) charge under a Title 5 U.S.C. § 7116 against the other party until the following requirements are satisfied:

a. The charging party will first attempt verbal discussion and resolution with the other party.

b. If verbal resolution is not accomplished, the charging party will provide the other party written notification of the alleged charge and a request for a meeting to resolve the issue. The written notice will contain a clear and concise statement of the facts constituting the alleged ULP, to include where applicable, the date, time, place, and nature of the particular act(s) complained of, and the names of the individuals involved. The notice shall also cite the applicable paragraph(s) of 5 USC 7116 violated. The notice will be served on the appropriate Division Chief or the President, AFGE Local 2640.

c. The parties will act promptly and earnestly to resolve the issue(s) through this informal process during a fifteen (15) calendar day period following the date of receipt of the notice.

d. This fifteen (15) calendar day resolution period in subparagraph 1.c. above shall not act so as to preclude the charging party from meeting the statutory time limits of the Federal Labor Relations Authority (FLRA) for filing a charge.

Section 2. If a settlement is not achieved during this informal process, a formal charge may be filed with the FLRA. A copy of the formal charge will be provided to the other party. Even after a formal charge has been filed, attempts to resolve the charge at the local level will continue. Should the matter be resolved to the mutual satisfaction of the parties subsequent to the filing of a formal charge, the charging party shall withdraw the formal charge.

8 AUG/21 Sep

ARTICLE 24  
DURATION AND TERMS OF AGREEMENT

Section 1. The effective date of this Agreement shall be the date it is approved by the head of the Department of Commerce, or his designee; or the 31st calendar day following the date of execution of this Agreement if approval or disapproval has not occurred before that day.

Section 2. This Agreement shall remain in full force and effect for 3 years from the effective date. Thereafter, this Agreement shall be automatically renewed for a 2-year period unless either party gives written notice to the other party not earlier than 105 calendar days or later than 60 calendar days prior to the first anniversary date or prior to each subsequent anniversary date of its desire to renegotiate or terminate this Agreement.

Section 3. When this Agreement is automatically renewed, the provisions of the Agreement which conflict with effective law, Department of Commerce or National Oceanic and Atmospheric Administration regulations or policies, or regulations of appropriate authorities outside the Department of Commerce, shall be null and void. If either party wishes to renegotiate, the parties will first meet at a mutually agreed upon site and time to negotiate ground rules. When renegotiation occurs, this Agreement shall remain in full force and effect during negotiations, until a new Agreement or changes to the current Agreement take effect. Upon termination of this Agreement, all terms, conditions and practices established by this Agreement shall cease to exist or be enforceable.

Section 4. This Agreement, except for its duration period as specified in Section 2 above, is subject to opening only as follows:

a. For amendment, after receipt by the Employer of any law, executive order, or regulation of appropriate authority (i.e. OPM, DOC, NOAA, etc.) which affects any of the terms and conditions of this Agreement and/or which alters the discretionary authority of the Employer with regard to any matter dealt with in this Agreement. The request for such amendment will include a summary of the proposed amendment and make reference to the appropriate law, order, or regulation upon which each amendment request is based. The parties shall meet to open negotiations on such matters within 30 calendar days after the Union receives the request. No changes shall be considered except those bearing directly on and falling within the scope of such law, order or regulation, and the discretionary area which the same delegates to the Employer.

b. Amendment to this Agreement will not serve to change the effective date of this Agreement or its duration. Any amendment shall require the approval of the Department of Commerce as cited in Section 1 above.

Section 5. New rules and regulations which change working conditions contained in this Agreement will not be effective for the bargaining unit (unless required by law) during the term of this Agreement without the agreement of both parties.

Section 6. Any changes to rules or regulations, with respect to working conditions of bargaining unit employees, or amendments to this Agreement which are negotiated and agreed to pursuant to this Article or Article 3 will be duly executed by the parties in a Memorandum of Understanding (MOU) and will become an integral part of this Agreement and subject to all the terms and conditions of this Agreement.

ARTICLE 25  
FLEXIBLE WORK PLAN

References: This Article will be administered according to:  
Title 5 U.S. Code, Chapter 61, Subchapter 2, and  
5 C.F.R. 610 Subpart D.

Section 1. Purpose. To establish bargaining unit policy for the use of a Flexible Work Plan (FWP). The Press, Finishing, and Press QA Sections of the Reproduction Division are excluded except as specified in Section 3.

Section 2. Definitions.

a. Core Time. Core hours are those designated times and days during the biweekly pay period when an employee must be present for work. Core hours will be 9:30 a.m. until 3:00 p.m., with the exception of approved lunch periods. With the supervisor's approval, an employee may use credit hours or annual leave during core hours.

b. Credit Hours. Hours of work within the tour of duty which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workday or workweek.

c. Flexible Time Band. That portion of the workday during which employees may choose and pre-set their arrival and departure times. Flexible time will be from 6:30 a.m. to 9:30 a.m. and 3:00 p.m. to 6:30 p.m.

d. Designated Working Hours. Consist with above, designated working hours are 6:30 a.m. to 6:30 p.m.

e. Lunch Period. A period of time during the workday when an employee is free from the performance of official duties.

(1) The Reproduction Division will maintain one 30 minutes lunch period beginning at 11:30. Variation may be approved by the immediate supervisor.

(2) The Distribution Division lunch period will be 30 minutes and may be scheduled on a flexible basis with the approval of the immediate supervisor. The lunch period will start no earlier than 11:00 a.m. and end no later than 2:00 p.m.

f. Extended Lunch Period. The approved use of additional non-duty time, between the hours of 11:00 a.m. and 2:00 p.m., coupled with the normal lunch period, to enable an employee to be absent from the office without charge to leave. To utilize an extended lunch period, the employee must extend the scheduled tour of duty to provide for the additional non-duty time within

the designated working hours of 6:30 a.m. to 6:30 p.m. and be present during core hours. For example, a full-time employee whose schedule is 7:30 a.m. to 4:00 p.m., with a 30 minute lunch period, requests and is granted an extended lunch period totaling two hours. The employee must extend the tour of duty to 5:30 p.m. to complete eight hours of duty.

g. Overtime Hours. All hours in excess of 8 hours in a day or 40 hours in a week which are officially ordered and approved in advance in the basic, regular work week, or are ordered and approved in excess of 80 hours per pay period under the Maxiflex (see Section 4) or Flexitour (see Section 5) schedules. Employees are entitled to overtime pay for overtime work in accordance with applicable provisions of law.

h. Night Differential Employees working after 6:00 p.m. are not entitled to night pay, if their tour of duty included eight (8) or more hours available for work prior to 6:00 p.m.

i. Daily Attendance Log (Appendix). Serial sign in/sign out sheets (Form CD-465), Appendix A, showing times of arrival and departure will be used to record and report attendance. Under the serial sign in/sign out method, employees sign their name and record their exact time of arrival in order, one after the other. When departing from work at the end of the employee's work day, employees again sign their name and record their exact time of departure in order, one after the other.

In addition to the serial sign in/sign out sheets, the immediate supervisor may require each employee, on a daily bases, to keep an individual time and attendance sheet at the employee's desks. For each pay period, employees will submit the time cards to their supervisors for certification.

The Log is to be used by supervisors for certification of the time and attendance, and will be filed by timekeepers with the Time and Attendance Reports, as a separate file, each pay period as supporting documentation.

### Section 3. Press, Finishing, and Press QA Sections Work Schedules.

a. Normal Work Schedule. All employees of the Press, Finishing, and Press QA Sections are required to work a fixed tour of duty. The hours for the Press Sections will be from 7:00 a.m. and end at 3:30 p.m. The Press QA Section and the Finishing Section hours will be from 6:30 a.m. and end at 3:00 p.m. The lunch period for these sections will be fixed at 11:30.

b. Option for Press, Finishing, and Press QA Sections. The employer agrees that the Press, Finishing, and Press QA Sections may, if all employees agree, and all employees' starting times

are the same, work either: (A) four (4) ten (10) hour days each week and be off either a Monday or a Friday of each week; or, (B) eight (8) nine hour days and one (1) eight (8) hour day each bi-weekly pay period and be off either one Friday or Monday each pay period.

Section 4. Maxiflex. Maxiflex is a flexible schedule which contains core time bands scheduled on no less than four (4) workdays in the workweek with scheduled arrival times that may vary from day to day and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period.

Bi-weekly Maxiflex schedules must be set and submitted to the supervisor for approval no less than two pay periods in advance. The supervisor may modify schedules to ensure office coverage and to meet work requirements.

a. The four day work week. Under this schedule, with supervisory approval, an employee may work four (4) ten (10) hour days each work week and be off one (1) day per week.

b. The nine (9) hour work day. Under this schedule, with the supervisor's approval, an employee may work eight (8) nine (9) hour days and one (1) eight hour day each biweekly pay period.

c. Any variances to an approved schedule should be infrequent and approval will be at the discretion of the supervisor based on office requirements and employee workload

d. Employees are entitled to only eight (8) hours of pay for holidays. Employees must be aware that if the holiday falls on a day scheduled for more than eight (8) hours of work, they must either reschedule their time or account for the additional time by using annual leave or credit hours.

e. Employees working after 6:00 p.m. are not entitled to night pay because their tour of duty includes 8 or more hours available for work prior to 6:00 p.m.

Section 5. Flexitour Schedule.

a. Under this schedule, an employee may select a starting time within a flexible time band to begin each 8-hour day. Employees must work a 40-hour week. (See Section 9 for procedures).

b. With supervisory approval based on consideration of work requirements, employees electing this option may select starting times between 6:30 a.m. and 9:30 a.m. The employee must work 8 hours a day Monday through Friday. Once selected, the schedule is fixed. With the supervisor's approval, this schedule

may be temporarily modified on a day-to-day basis in terms of starting and ending times, as long as the 8-hour workday is met. This includes unscheduled, infrequent instances of late arrival up to one hour, but not beyond 9:30 a.m. Permanent changes to the fixed schedule require one pay period notice.

c. See Section 4.d. for holiday requirements.

#### Section 6. Regular Time.

a. Normal business hours are 8:00 a.m. to 4:30 p.m., during which both the Reproduction Division and the Distribution Division must have adequate staff coverage to conduct business operations with other agencies or the public.

b. An employee who elects not to participate in Maxiflex of Flexitour Schedules must work the standard 8 hour day and cannot earn credit hours.

#### Section 7. Credit Hours

a. Supervisors may approve an employee's request to work credit hours to be applied to another workday, workweek, or biweekly pay period, subject to the following limitations:

(1) An employee may work a maximum of 2 credit hours per day, provided the employee's tour of duty does not exceed 10 hours.

(2) The maximum number of credit hours an employee may carry over is 24 hours.

b. Credit hours are considered part of the basic work requirement (non-overtime work) in the biweekly pay period to which they are applied. An employee is entitled to his basic rate of pay for such credit hours.

c. An employee will not be paid for unused credit hours in a bi-weekly pay period which are in excess of the maximum carryover of 24 credit hours. Any such unused credit hours will be forfeited.

d. Credit hours shall not be used by an employee to increase his entitlement to overtime pay.

e. Credit time may be earned and used in 30-minute increments. Employees must request and obtain supervisory approval for use of credit time in advance.

## Section 8. Responsibilities.

a. Subject to the coverage needs of the office, employees may choose their own work schedule consistent with procedures set forth in this article. Supervisors will make a reasonable effort to allow an employee to work their requested schedule and to grant the employee's requested day off. Whenever possible employees are encouraged to work out scheduling conflicts among themselves. When management establishes coverage requirements, all employees are obliged to meet those requirements. The determination of who will work which particular hours to ensure such coverage is within the authority of the immediate supervisor. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way and seniority as outlined in Article 29 will be the deciding factor. The opportunity of each employee to maximize his flexible work hours shall be consistent with the coverage of legitimate work unit functions. The official work day for office coverage shall be an 8½ hour day, Monday through Friday, 8:00 a.m. to 4:30 p.m.

b. The goal of FWP is to permit the maximum degree of personal flexibility consistent with the accomplishment of the mission of the Reproduction Division and the Distribution Division. Employees must comply with requirements for time accounting, by obtaining prior supervisory approval of work schedules, and any other requirements of their units. Individual abuses of these privileges may result in the cancellation of FWP for those employees abusing the system.

c. Employees who elect not to participate in FWP are expected to work regular time.

d. Employees will be required to account for their scheduled tours of duty each workday in either a duty status or approved leave status.

## Section 9. Procedures.

a. Prior to the beginning of the first pay period after FWP becomes effective, the immediate supervisor will:

(1) Request in writing (attaching a copy of this Article) the following information from the employees whom they supervise:

(a) A declaration from each employee as to his participation or non-participation in FWP;

(b) If participating in FWP, a statement of his initial bi-weekly schedule with arrival/departure times including his preferred day off (if applicable) and the lunch period;

(c) A certification by signature of the proposed schedule.

(2) Review the proposed schedules, considering overall work requirements and coverage of the office during business hours.

(3) Advise employees of approval of their proposed schedules. When conflicts exist, e.g., all employees request schedules beginning at 7:00 a.m., discussions will be held with affected employees to mutually adjust schedules to assure mission accomplishment and office coverage. The immediate supervisor will make the final determination and advise employees when agreement cannot be reached.

b. When using an approved extended lunch period, the employee will record the beginning time and ending time of the lunch period and any change to starting or quitting times in the REMARKS column of the CD-465.

c. Planned day to day variations of more than one-half hour from the approved schedule should be infrequent and are to be coordinated 24 hours in advance with the immediate supervisor.

d. Requests for long-term changes to an approved schedule must be submitted in writing in advance to the immediate supervisor for approval. Requests for long-term changes can be made no more frequently than once a month.

e. When work requirements arise which require the presence of an employee during hours that are outside the approved schedule, the immediate supervisor will coordinate with the affected employee to mutually revise the schedule. The supervisor will specify the hours to be worked when the employee's attendance is considered essential. When revising an employee's schedule, consideration must be given to such matters as commuting by public transportation or in carpools with employees from other organizations, child care needs, and scheduled medical appointments.

ARTICLE 26  
LABOR-MANAGEMENT RELATIONS

Section 1. The parties recognize that the entrance into a formal collective bargaining agreement is but one act leading toward a constructive labor-management relationship. The success of a labor-management relationship is further assured if a structured forum is established and used by the parties to communicate with each other on matters of mutual concern or interest in the area of conditions of employment.

Section 2. To promote a constructive labor-management relationship, Employer and the Union are committed to establishing and maintaining meaningful consultation and communication between the parties, including relations between Union representative(s) and first-line supervisors, as well as members of the Labor-Management Relations Committee (LMRC), and between the Union representative(s) and the supervisor of the unit where he or she is a Union representative, to the Branch's Labor-Management Relations Committee.

The parties agree to continue efforts to discuss and resolve issues of concern at the lowest level possible. Union representatives and Employer's representatives are encouraged to keep open lines of communication and hold periodic discussions regarding policies and problems in the organization. Such meetings shall be on duty time, shall be brief, and shall cover matters of concern between them and appropriate to their relationship.

Section 3. The parties agree to establish a structure for meaningful consultation and communication at the Office of Aeronautical and Cartography (AC&C) level. Toward this end, the Employer and the Union shall each name three (3) members to serve on the AC&C's Labor-Management Relations Committee. The AC&C's Labor-Management Relations Committee shall meet at least quarterly, unless agreed to otherwise. When the committee wishes to meet on new policy established at levels above AC&C, a Committee representative will contact the Labor and Employee Relations Branch to secure an additional appropriate meeting participant, if needed. Concerns with the performance management system, in particular any changes, will be discussed by the AC&C's LMRC, when needed.

ARTICLE 27  
EMPLOYEE SPACE ALLOCATION

Section 1. The Employer and the Union recognize that the quality of work space has a significant impact on the efficiency of both the Reproduction Division and the Distribution Division operations. When Management plans to change space allocations for entire units or larger groups, the Union will be consulted. (Any rearrangement of space within an Area will be done in consideration of Sec. 2). Consultations should include, where appropriate, such issues as the following: size, design and location of offices and work areas; access to windows; common use space (break rooms, conference rooms, etc.); Division furniture, etc.; location of common use equipment; and storage or file space.

Section 2. The Employer agrees to eliminate, wherever practicable, plainly inequitable work space allocations among employees. It is the intent of both parties to resolve conflicts over work space allocation at the lowest possible organizational level. The supervisor shall establish and make known a consistent policy for allocating work space based on the overall efficiency of the office. In the absence of such a policy, office seniority shall be the deciding factor. Office efficiency takes priority in consideration of space arrangement; however, employee preference will also be considered.

Section 3. The parties recognize that GSA or tenant restrictions may impose limitations on space options.

ARTICLE 28  
PERFORMANCE MANAGEMENT SYSTEM

Section 1. The Performance Management System (PMS) will be administered in accordance with appropriate law and regulation including Appendix C of Department Administrative Order (DAO) 202-430. Copies of this DAO will be available in the Union office.

Section 2. The identification of job elements and the establishment of performance standards are a management right. However, employee input is encouraged. Management agrees to formulate the elements and standards fairly, reasonably and objectively. Although elements and standards are non-grievable, employees should attempt to resolve matters of concern informally with their supervisors. Under rare circumstances, the supervisor may consider mid-term adjustments to the weights of elements in the performance plan, upon the employee's request. When an employee appeals his rating of record, the applicability of the standards and elements may be addressed as part of that appeal.

Section 3. The supervisor will offer the employee an opportunity for a pre-appraisal meeting, before writing the final appraisal.

ARTICLE 29  
SENIORITY

Section 1. The provisions of this Article are applicable to the bargaining unit and it will be applied to the assignment of shifts, preference for a day(s) off Alternate Work Schedule (AWS), for overtime, and for vacation preference (except for Christmas and New Year holiday, which are rotated).

Section 2. The method or procedure shall be as follows:

A. Amount of time continuous in a specific series and grade, if a tie exists, then;

B. Amount of time continuously in the next lower grade, same series as "A" above, if a tie still exists, then;

C. Continuous time in the next lower grade, same series as "A" above, etcetera until the tie is broken;

D. Seniority for employees with mixed position descriptions will be determined by their primary duty and within their assigned section; and,

E. Exceptions to the procedures in 2A through 2D are:

(1) In the event an employee, through no fault of the employee, is involuntarily reduced in grade, his seniority will be determined by adding his time in his present grade and any intervening grade to the time he accumulated in the grade he is being reduced to;

(2) Should the employee be promoted to previous grade, his seniority will be determined by the amount of time he had in that grade previous to his reduction; and,

(3) Employee temporarily and involuntarily transferred within the Reproduction Division, such as a detail, a temporary promotion, or any way that results in an employee being temporarily moved from the section where they were working to another section, even if to a position in the same grade and series, will have the lowest seniority within the new section that he was temporarily transferred, detailed, temporarily promoted, or was otherwise moved to. When such an employee returns to his previous section in the same series and grade, then that employee's seniority will be restored to what it was when he left, with any credit for the time that he was out of the section, if the position he was temporarily in was at the same

grade and series. If the employee returns to the section to a position that is not the same series and grade, then seniority for the employee will begin the effective date he returns without any credit.

Section 3. In the case of reorganization, consolidation, or merger with other Union(s), Federal organizations, or other entities, the following procedures apply:

A. Should NOAA be the gaining organization, the merged employee(s) will begin their seniority as of the effective date of the merger, transfer, reassignment, or promotion;

B. Should the merged, transferred, or reassigned employees be part of another element of NOAA, their seniority shall be determined as the effective date of the merger, transfer, reassignment, or promotion; and,

C. Should any other condition exist, then such condition must be negotiated with the Union prior to implementation.

Section 4. Should an employee leave the division, branch, section, or office that he was working in, except for the temporary reasons in Section 2, Subsection E3, and then return to a position within that division, branch, section, or office that he had left, then his seniority will begin effective with his return to the division, branch, section, or office, and without any credit for any previous seniority time at any grade or series.

Section 5. The Employer and the Union will mutually develop seniority list for the bargaining unit by section within thirty (30) working days of the implementation of the Article.

ARTICLE 30  
OVERTIME

Section 1. When possible, overtime assignments will be distributed and rotated equitably among qualified employees of the unit where the requirement exists. It is agreed that the Employer shall not normally assign scheduled overtime to employees who do not perform this task except in emergency situations, or in situations of staff shortages.

Section 2. The Employer agrees to provide the employees of the unit with a minimum of two (2) days advance notice when there is a need for scheduled overtime, and as much notice as possible for unscheduled overtime. For scheduled overtime, employees will be given a minimum of two (2) hours or until the end of the shift to accept or refuse the opportunity. Refusals of the overtime will be recorded as an opportunity. In situations where the need for employees to work overtime is likely to be greater than the availability of employees within the unit that the overtime is generated, the Employer also agrees to provide the advance notification to those qualified employees of other units. Request for personnel from other units shall be coordinated through the other unit supervisor for approval.

Section 3. For unscheduled overtime, once an employee has been properly notified, the employee will be given two (2) hours in which to refuse or accept the offer of overtime. In the event an employee must refuse unscheduled overtime (less than two (2) days notice) he or she shall not be charged with a refusal of an opportunity.

Section 4. A rotational system will be maintained by each Unit's supervisor. The senior employees, by grade, will be placed at the top of the list and opportunities and hours will be recorded. This list will be posted so that employees might be able to anticipate their overtime schedule. All overtime worked will be recorded on the employees Unit's records.

Section 5. Employees that are detailed or temporarily assigned outside their normal unit will be considered for overtime in their old unit and their primary duties in accordance with this Article. They may also be considered for overtime in the unit they are detailed or temporarily assigned, after all other employees of that unit have had an opportunity.

Section 6. When it is necessary to call an employee back to work, a minimum of two (2) hours overtime will be paid. However, the employer will make every effort to provide a minimum of four (4) hours of productive work in such cases. In an emergency, when it is necessary to hold an employee on overtime, they will be paid in hourly increments.

Section 7. Employees with mixed position descriptions that describe primary and secondary duties shall complete for the overtime in only their primary duties in their unit.

FLEXIBLE WORK PLAN

I ( ) do ( ) do not (check one) elect to participate in Maxiflex

Name \_\_\_\_\_

Pay Period \_\_\_\_\_

Schedule Week 1

Schedule week 2

Mon Tues Wed Thur Fri

Mon Tues Wed Thur Fri

In

Out

Hrs

Normal Lunch Period:

Supervisor

Signature:

Certified:

I ( ) do ( ) do not (check one) elect to participate in Flexitour.

Name \_\_\_\_\_

Work Week

Mon Tues Wed Thur Fri

In

Out

Hrs

Normal Lunch Period:

Supervisor

Signature:

Certified:

I ( ) do ( ) do not (check one) elect to work regular hours, 8 a.m. to 4:30 p.m.

Signature:

Supervisor

Certified:

IN WITNESS WHEREOF, the parties hereby enter into this Collective Bargaining Agreement on this 20th day of November, 1996.

**FOR THE UNION:**

Mark A. Abell

Mark A. Abell  
President  
American Federation of  
Government Employees  
Local 2640

Clayton R. Powell

Clayton R. Powell  
Vice President  
American Federation of  
Government Employees  
Local 2640

Robert L. Brown

Robert L. Brown  
Vice President  
American Federation of  
Government Employees  
Local 2640

**FOR THE EMPLOYER:**

Terry M. Laydon

Capt. Terry M. Laydon,  
Director, Office of Aeronautical  
Charting and Cartography,  
National Ocean Service

**NEGOTIATING TEAMS**

**FOR THE UNION:**

Mark A. Abell

Mark A. Abell  
Chief Negotiator

**FOR THE EMPLOYER:**

Donald P. Thomas

Donald P. Thomas  
Chief Negotiator

James P. Faulkner  
James P. Faulkner  
Labor Relations Specialist