

NEGOTIATED AGREEMENT

BETWEEN

U.S. DEPARTMENT OF COMMERCE

**NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION**

NATIONAL OCEAN SERVICE

AND

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES**

LOCAL 2703

MAY 31, 1994

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PREAMBLE

This Agreement between the United States DOC/NOAA/NOS, hereinafter referred to as the Employer, and Local 2703 of the

American Federation of Government Employees, AFL-CIO, hereafter referred to as the Union, is intended to foster a workplace where employees are treated fairly and equitably, respect one another, and work together in a safe and healthy environment to carry out the mission of the Department.

The parties envision creating a new cooperative spirit of labor-management relations at NOS through this Agreement. They are mindful, however, that disputes cannot be eliminated totally. Thus, the focus of this Agreement is to encourage ongoing communication between employees and managers and to foster the resolution of labor-management disputes on an informal level. Accordingly, the parties agreed on processes intended to expedite the resolution of disputes.

Further, the parties envision a new atmosphere at NOS where the Union and Management will work jointly in meeting the mission of the Agency and where the parties will assist each other in creating a workplace to serve as a model for the United States. Treating everyone with dignity and respect, eliminating all forms of discrimination and prejudice, and encouraging full employee involvement are key aspects of the model workplace that the parties are striving to create.

The parties recognize that it is in their mutual interest that both institutions, Management 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.

ARTICLE 1

GOVERNING LAWS AND REGULATIONS

In the administration of all matters covered by this Agreement and any supplements thereto, the parties are governed by existing or future laws and regulations of appropriate authorities, by published Agency or Government-wide policies and regulations in existence at the time this Agreement became effective; and by subsequently published Agency or Government-wide policies and regulations required by law or by the regulations of appropriate higher outside authorities.

A copy of Title 5 US Code will be maintained in the Union Office. Other regulations and policies may also be available in the Union Office. If the required documents are unavailable, documentation may be requested through the Labor Relations and Employment Branch.

ARTICLE 2

RECOGNITION AND UNIT DESCRIPTION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees of the unit defined in Section 2 below, and the Union recognizes the responsibility of representing the interests of all such employees as long as the Union continues as the exclusive representative of the unit.

Section 2. The unit to which the Agreement applies includes all professional employees of the Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service, Coast and Geodetic Survey, Aeronautical Charting Division, Aeronautical Chart Branch.

Excluded from the unit are all non-professional employees, Wage Grade employees, supervisors, management officials, temporary employees (700 hours or less), and employees as defined in Section 7112 (b) (2), (3), (4), (6) and (7) of the Statute.

Section 3. The employer agrees that in regard to the bargaining unit, it 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.

ARTICLE 3

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 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, either orally or 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 being informed by the Employer of a proposed change, the Union shall respond within 10 working days with its position on the matter(s). Management agrees to approve a one-time extension of up to 5 working days upon the Union's written request. If consultation is appropriate, the Union shall provide its views on the matter.

c. If negotiations are appropriate, the Union will submit its proposals with its response mentioned in Section 3b above. The parties shall meet to begin negotiations within 30 calendar days of the Employer's receipt of the Union's proposals.

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

ARTICLE 4

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.

ARTICLE 5

RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. As the exclusive representative of employees in the unit, the Union is entitled to consult and negotiate with representatives of the Employer 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 unit.

Section 2. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.

Section 3. 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. When an employee attends a formal discussion, and that employee is also a Union representative (i.e., an officer or steward), the Employer's obligation to afford the Union an opportunity to attend has been met.

b. Any examination of an employee in the bargaining unit by a representative of management 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.

ARTICLE 6

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, to 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. Laws, rules, regulations, and the provisions of this Agreement should be enforced by Management and employees are expected to comply with them. Where Management finds that employee conduct is inconsistent with applicable law, rule, regulation, or the provisions of this Agreement and that conduct has been due to lack of enforcement, and where Management wishes to change or correct the inappropriate conduct, Management should apprise the employees of what is expected and that the law, rule, regulation, or the provisions of this Agreement will be enforced.

Section 3. 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 will obtain his supervisor's permission before doing so. If he cannot be released immediately, he will be advised of a time when he can be released from duty, normally within 24 hours.

Section 4. Employees shall not be required to become or to remain a member of a labor organization, or to pay money to the labor organization except pursuant to a voluntary written authorization by an employee for the payment of dues through payroll deduction.

Section 5. 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 their own behalf as long as the Union has been given the opportunity to be present at the grievance proceeding.

Section 6. An employee desiring to leave his duties to secure advice and assistance of a steward will obtain his supervisor's permission before doing so. If he cannot be released immediately, he will be advised of a time when he can be released from duty, normally within 24 hours. The employee will report back to his supervisor upon returning to duty. An employee desiring to confer with the steward will also obtain oral permission from the steward's supervisor before interrupting the steward's work.

Section 7. Any employee requested by the Employer to be questioned 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 8. a. The 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, the Management will 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, will 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 performance of the employee's job, the performance of others or damage the reputation of the Agency. Nothing in this subsection shall prohibit the Management from taking into account in determining suitability or fitness any conviction of the employee for any crime under the laws of any State, of the District of Columbia, or of the United States.

c. During the month of January each year, the Employer will provide each bargaining unit employee written notice of his rights as specified in Article 6 Section 5 of this agreement.

Section 9. Participation in any Department-approved campaign, drive or solicitation is voluntary. An employee in the bargaining unit may be requested to volunteer or solicit for

contributions. Absent a volunteer, the Management will request the Union to assist in providing the needed volunteer. No management or supervisory employee shall participate in any direct solicitation of employees in the bargaining unit who are under his/her supervision.

Section 10. If Management conducts a study that leads to a decision impacting upon the employment conditions of any or all employees of the bargaining unit, the Union will be notified and allowed the opportunity to offer input into the final decision.

Section 11. Employees may be permitted to play personal audio devices with batteries or 120V., on the worksite so long as the use does not disturb the productivity of the employee or other employees within the worksite and does not distract clientele.

Section 12. Employees will 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 13. The 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 official time in which to do such work.

Section 14. If a supervisor receives a complaint against an employee that the supervisor believes warrants placing it in a personnel/office file, the employee will be notified and allowed the opportunity to submit a written response, also to be kept in that file. The supervisor will give the employee a copy of this documentation. The employee has the right to request that such documentation be removed from the file after a reasonable period of time, not to exceed one year.

Section 15. Management will notify employees in writing of all major policy changes and any procedural changes affecting work process, work flow, or working conditions. Employees will be apprised of any other policies or procedures being implemented prior to their implementation.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the elected officers and stewards of the Union. There shall be no restraint, coercion or discrimination against a Union representative because of the performance of his representational duties. The Union agrees that officers/stewards may receive and investigate but shall not solicit complaints or grievances from employees.

Section 2. Within 30 days after each general election, Local 2703 shall give Management a complete list of all officers, stewards, and other representatives. Within the first five (5) days of each month, Local 2703 shall notify Management of any change in the list within the preceding month. The list will indicate the representative's position in the Union, home addresses and phone numbers, and the organizational group of employees for which the stewards have been designated to represent. Only those bargaining unit employees officially designated on this list will be recognized as representatives of the Union.

Section 3. Union officers and stewards will be granted a reasonable amount of official time to carry out representational duties. Activities which Union representatives may appropriately engage in during duty hours without charge to leave or loss of pay shall include only the 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. Participation in periodic Union/Employer meetings and/or negotiations;

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

f. Review, evaluation, and discussion of proposed changes to policy dealing with personnel practices affecting working

conditions of unit employees generally. The Employer's point of contact in such matters typically is the Union President and official time under this activity will be limited to his use, unless he designates another Union officer to act for him.

Section 4. a. Prior to engaging in representational activities, the officer/steward will obtain permission from his immediate supervisor (or, in his absence, the next higher level supervisor), indicate the purpose and expected duration of the representational activity and a means of being contacted, if leaving the work site.

b. Prior to meeting with an employee at the employee's work site, the officer/steward will 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 officer/steward will be advised of a time when the employee can be released from duty.

c. Upon return to his assigned work site, the officer/steward will report to his immediate supervisor (or, in his absence, the next higher level supervisor) for recording of the amount of time spent on representational activities and the purpose thereof.

d. Request for official time should be made as soon as possible once it is realized that the need exists.

Section 5. Union representational duties will not interfere with the proper performance of official Government business. Use of official time will be permitted only for one Union representative at a time for each case, complaint or grievance. This is subject to the understanding that officers/stewards will conduct their representational responsibilities with dispatch and shall use only the amount of official time which is necessary in light of the business to be transacted.

Section 6. 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 nonduty 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 participation in such events shall do so in an annual leave or leave without pay status.

Section 7. 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 ACB. The Union will bear full responsibility of informing employees by circular, posters, etc., of the meeting date, time, and location.

Section 8. National Representatives of the American Federation of Government Employees will be permitted to visit the bargaining unit provided that the Union notifies the National Capital Administrative Support Center (NCASC) Labor Management Relations Specialist (LMRS) 7 calendar days in advance of the proposed visit, providing their name, office to be visited, purpose, date and expected length of visit.

Section 9. a. If otherwise in a duty status, recognized Union representatives 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 the employee in his capacity as a Union representative, and 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 such portions of the training session as meet the foregoing criteria and will normally not exceed 40 hours for Chief Steward, 32 hours for the President and Vice President, and 16 hours for other representatives within a calendar year. In addition, the Chief, ACB may grant additional administrative leave for training, which would 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 three-day basic steward training is a portion of that request.

c. Requests for such administrative leave must be submitted at least 14 calendar days in advance in writing to the

Chief, ACB. 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 10. One Union official may utilize up to four 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 7100, Standards of Conduct for Labor Organizations.

Section 11. Meetings requiring Union representation will be scheduled during core hours or at mutually agreeable times.

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.

Section 3. a. When an employee chooses a Union representative, he shall be represented by a steward or designated alternate.

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. The decision under this Article is final and does not include any right to arbitration.

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. A grievant shall be allowed up to 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 7.

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, 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 personal relief to the employee 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:

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 with the grievance, the mutual determination of the management official to receive the grievance will be made by the Labor Relations Office, the Chief Steward, and the Chief, ACB. 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;
- (3) 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 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 Section Chief. The grievance must be submitted within 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, ACB, 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 Section Chief, as well as those management officials (excluding Step 1 officials) he deems necessary, within 5 work days of receipt of the grievance. A written decision will be provided to the grievant, attached to the original grievance, within 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 Chief, ACB. The grievance must be submitted within 5 work days of receipt of the Step 2 decision. The grievant or the Union will provide a courtesy copy to the Labor Relations Officer.

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

Section 9. Employer/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 2703 or his designate. The grievance must be submitted in writing within 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 the Chief, ACB. A grievance filed by the Employer will be addressed to the President, AFGE Local 2703. The written grievance from either party will contain the following information.

- (1) 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
- (4) Corrective action desired.

b. Upon receipt of a clearly defined grievance, the Union President and the Chief, ACB, or his designated representative, as well as those management officials he deems necessary, will meet at a mutually agreed date and time within 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 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. Whoever 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 a management official to comply with the time limits shall permit the employee to advance the grievance to the next step but not to arbitration. If no decision is rendered in timely fashion, prior to invoking arbitration, the grievant or Union will notify the Labor Relations and Employment Branch which 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 the Grievance Article 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 10 work days of the date of the Step 3 decision, or the date of the decision of an Employer/Union grievance. If no such notice is provided within the 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 Chief, ACB; or, if the Employer is seeking arbitration, to the President, AFGE Local 2703.

Section 2. a. Within 5 work days after notification, the party desiring arbitration shall request the Federal Mediation and Conciliation Service to provide a list of 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 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.

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, the party requesting the postponement or cancellation shall pay the cancellation fee.

Section 4. a. Representatives of the Employer and the Union shall meet not less than 15 work days prior to the date of an arbitration hearing, to clarify the issue(s) and 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. The parties agree that only the minimum number of relevant witnesses who have a direct knowledge of the circumstances and factors bearing on the case will be called. If testimony of the witness only repeats testimony of another witness, thereby being redundant testimony, that witness will not be called unless requested by the arbitrator. Information not previously supplied or relied upon during the grievance procedure will be presented to include any written material, names, and summary of the testimony of witnesses whose testimony is to be relied upon at the hearing. The arbitration hearing shall be limited to the issue(s) framed at the pre-arbitration meeting.

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

Section 5. The arbitration hearing will be held on the Employer's premises during regular day shift hours of the basic workweek. 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 only while testifying. The hearing will be open to observers with the 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 6. 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.

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 7. The arbitrator shall have no power to add to or subtract from, disregard or modify any of the terms of this Agreement; nor shall the arbitrator substitute his judgement for that of management in deciding upon a proper penalty in disciplinary cases adjudicated under this procedure. The jurisdiction and authority of the arbitrator shall be confined to the issue(s) pertinent to the grievance, the interpretations and applications related thereto, consistent with the definition of the grievance provided in Article 8, Section 5 of this Agreement.

Section 8. 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 9. 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.

ARTICLE 10

DISCIPLINE

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 above 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.

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 Chief, ACB, 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 Branch, Management 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. As needed, Management may select an individual from this list or jointly select from any other source as appropriate, to participate on the panel. The nature and extent of participation as a technical member of the panel will be determined by Management, 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.

ARTICLE 12

REDUCTION-IN-FORCE

The parties recognize the benefit of working cooperatively to promote conservation and efficiency in order to preclude potential 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 reduction-in-force (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; and
- 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 timeframes are beyond the control of ACB management.

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.

ARTICLE 14

TRAINING AND CAREER DEVELOPMENT

Section 1. In an attempt to develop and maintain a highly skilled and representative workforce, the Employer and the Union recognize that training and development of employees is 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 Management will:

- a. support employees in enhancing their current job skills;
- 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 function 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 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 official time, subject to appropriate management 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 after an opportunity for assistance has been given and reasonable time, to be determined on a case by case basis, for improvement has been allowed.

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 investigate 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. 613.213 does not constitute filing a formal EEO complaint.

Section 4. When Management is notified of EEO training offered at the NOAA level (that is not strictly a supervisory course), Management 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 worksite. 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 higher levels of Management, including the Chief, ACB or the NOAA Safety Officer. The Employer agrees to investigate such reports, at the ACB level, within twenty-four (24) hours for imminent danger, three workdays for potentially serious conditions, and twenty (20) workdays for other conditions. The Local 2703 President or appointed representative has the right to accompany Management on any inspection conducted by an outside authority 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 timeframe 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 Management. 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.

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 SSMC-4.

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), Management will ensure that standards are met and that equipment not meeting these standards is not used. Management 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 to all employees who use dangerous chemicals. Proper ventilation will be maintained in the area where the chemicals are used.

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 who do smoke, it will be permitted in designated areas only. Receptacles will be provided by Management and the employee is responsible for keeping the area clean of debris.

Section 11. ACB Management 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.

ARTICLE 18

LEAVE

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.

Section 1. a. Employees are entitled to accrue annual leave for vacation periods of rest and recreation as well as time off for

personal and emergency purposes. The granting and scheduling of said leave is based on the needs of the Branch 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 timeframe 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 for reasons of illness, injury, or other reasons as provided by the Handbook of Leave Administration. 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 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 each office.

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 this purpose is not appropriate. 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 returning from FMLA leave has all entitlements 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;
- (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 with the LREB. 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 USC.

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 Chief, ACB, but only once every 12 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 Chief, ACB, 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 Chief, ACB, 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 2703.

ARTICLE 20

OFFICE SPACE, EQUIPMENT, SERVICES AND FACILITIES

Section 1. The Employer will provide, without cost to the Union, an enclosed office (four walls, floor to ceiling) 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), a supply cabinet, and bulletin boards (2). If possible, a personal computer with printer will be provided.

b. The Union shall be allowed to install a telephone and answering machine 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 request to the Chief, ACB, or his designee, the Union may have the use, on official time, of a copying machine, a fax machine, and PC with printer, 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 with Management and unit employees 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 nonduty 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 with access to the electronic mail system, as the system is implemented, to handle communications between the Union and the Labor Relations and Employment Branch.

Section 6. Government, Departmental and NOAA personnel

regulations maintained by the Administrative Liaison Office (ALO) or in the NOAA Library in SSMC3 will be available to the Union. Materials of this nature that are not maintained by the ALO 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. 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, or contain derogatory or disparaging material. The Employer reserves the right to postaudit 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 Branch after personnel processing, the Employer agrees to allow the Union to meet with the new employee, up to 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 ACB 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. Management 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. Management 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, Management 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 Management, 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. The remittance for dues withheld will be sent to:
AFGE, Local 2703

P.O. Box 1212
Silver Spring, Maryland 20910

after each pay period. The check will be made out as follows:
AFGE, Local 2703.

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 5 USC 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 shall be served on the Chief, ACB, or the President, AFGE Local 2703.

c. The parties will act promptly and earnestly to resolve the issue(s) through this informal process during a 30 calendar day period following the date of receipt of the notice. This time may be extended by mutual agreement.

d. This 30 day resolution period in subparagraph b. 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.

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 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 three years from the effective date. Thereafter, this Agreement shall be automatically renewed for a one year period unless either party gives written notice to the other party not earlier than 105 days or later than 60 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. The ground rules (dated September 15, 1993) agreed upon for negotiation of this Agreement may be used as a guideline. 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 internal Aeronautical Chart Branch policy for the use of a Flexible Work Plan.

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 shall be five (5) hours a day. Core hours will be 9:30 a.m. until 3:00 p.m., with the exception of approved lunch period. With the supervisor's approval, an employee may use credit hours or 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 when employees may choose their arrival and departure times. Selection of flexible time must be with the coordination and approval of the immediate supervisor. Flexible time will be from 6:30 a.m. - 9:30 a.m. and 3:00 p.m. - 6:30 p.m. (See exception in Section 5g).

d. Lunch Period. A period of time during the workday when an employee is free from the performance of official duties. The lunch period, (30 minutes), may be scheduled on a flexible basis with the approval of the immediate supervisor. Lunch time will start no earlier than 11:00 a.m. and end no later than 2:00 p.m.

e. 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 extend 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.

f. Overtime Hours. All hours in excess of 8 hours in a day or 40 in a week which are officially ordered in advance in the basic/regular work week, or are ordered in excess of 80 hours

per pay period under the Maxiflex schedule. Employees are entitled to overtime pay for overtime work in accordance with applicable provisions of law.

g. 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, individual timecards will be located at employees' desks and maintained daily by employees. For each pay period, employees will submit timecards to their supervisors for certification. For each day, total time will be rounded up or down to the nearest 30 minutes. It is not necessary to document the normal lunch period, i.e., the regularly scheduled 30 minutes, as part of the employee's tour of duty/schedule.

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. Maxiflex.

a. Maxiflex is a flexible schedule which contains core time bands scheduled on no less than 4 workdays in the work week 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.

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

c. Employees may earn credit hours within the limits of their schedules. No employee may work more than 10 hours in one day in any combination of regular time, flex time or credit hours (excluding overtime).

d. When employees use the Maxiflex Schedule to work fewer than 5 days a week or 10 days in a biweekly pay period, they can request a preferred day off. The supervisor must take into

account all requests and approve them based on program requirements and office coverage. Preferred days off are subject to rotation on a two pay period basis so that all employees have an equitable opportunity to choose a preferred day off. Highly requested days may not be available both weeks of a pay period.

e. When a designated holiday falls on an employee's regularly scheduled non-work day, the supervisor will schedule an "in lieu of" holiday. Employees are entitled to only 8 hours of pay for holidays. Employees must be aware that if the holiday falls on a day scheduled for more than 8 hours of work, they must either reschedule their time or account for the additional time by using annual leave or credit hours.

f. 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 4. Regular Time.

a. Normal business hours of 8:00 a.m. to 4:30 p.m. during which the Branch must have adequate staff coverage to conduct business operations with other agencies or the public.

b. An employee who selects not to participate in Maxiflex must work the normal business hours, and cannot earn credit hours.

Section 5. Credit Hours

a. Supervisors must 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;
- (2) The maximum number of credit hours an employee may carry from one pay period to a subsequent pay period is 24.

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. For part-time employees, credit hours accumulation is limited on a pro-rated basis. For carry-over purposes, a part-time employee may carry-over credit hours from one biweekly pay period to a subsequent biweekly pay period, an amount equal to one-fourth of his basic biweekly work requirement.

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

g. Employees wishing to earn credit hours may begin work at 6:00 a.m. with advanced supervisory approval.

Section 6. Annual and Sick Leave

a. The Maxiflex concept in no way effects the employee's right to earn annual or sick leave. Supervisors retain the authority to approve or deny requests to take leave.

b. Time off during the employee's basic work requirement must be charged to the appropriate leave category. However, an employee may use credit hours in lieu of sick leave or annual leave.

Section 7. Responsibilities.

a. Subject to the coverage needs of the office, employees may choose, outside core time, their own work schedule. When coverage requirements are established, all employees are obliged to meet coverage requirements. The determination of who will work which particular hours to ensure coverage is within the authority of the immediate supervisor. Where practicable, personal preferences will be honored in scheduling coverage. Where personal preference conflicts with the equitable sharing of the burden of coverage, personal preference shall give way. 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 day, Monday through Friday.

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

c. Employees who elect not to participate in Maxiflex are expected to work regular time, e.g., 8:00 a.m. to 4:30 p.m. with a 30-minute lunch period to begin no earlier than 11:00 a.m. and end no later than 2:00 p.m.

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 8. Procedures.

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

- (1) Request in writing (attaching a copy of this document) the following information from the employees whom they supervise;
 - (a) A declaration from each employee as to their participation or non-participation in Maxiflex;
 - (b) If participating, a statement of their initial bi-weekly schedule with arrival/ departure times including their 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 when agreement cannot be reached and advise all employees.

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. 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, Management and the Union are committed to establishing and maintaining meaningful consultation and communication between the parties, including relations between

the LMRC, and between the union steward and the supervisor of the unit where he/she is steward, 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 management 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 Branch level. Toward this end, Management and the Union shall each name two (2) permanent members to serve on the Branch's Labor-Management Relations Committee. The Branch's Labor-Management Relations Committee shall meet at least quarterly, unless agreed to otherwise. When the committee wishes to meet on a new policy established at levels above the Branch, 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 LMRC, when needed.

ARTICLE 27

EMPLOYEE SPACE ALLOCATION

Section 1. Management and the Union recognize that the quality of workspace has a significant impact on the efficiency of ACB 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.) Such 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.); ACB furniture, etc.; location of common use equipment; and storage or file space.

Section 2. Management agrees to eliminate, wherever practicable, plainly inequitable workspace allocations among employees. It is

the intent of both parties to resolve conflicts over workspace allocation at the lowest possible level. The supervisor shall establish and make known a consistent policy for allocating workspace 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

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Chief Negotiator

Carl G. Nixon
Chief Negotiator

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