

NEGOTIATED AGREEMENT
BETWEEN
NATIONAL LIBRARY OF MEDICINE,
NATIONAL INSTITUTES OF HEALTH

and

LOCAL 1776
NATIONAL FEDERATION OF
FEDERAL EMPLOYEES
EXECUTIVE ORDER 11491

as amended

Labor Management Relations
in the Federal Service

The effective date of this agreement is:
March 3, 1975

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Unit: National Library of Medicine
Local 1776, NFFE

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PREAMBLE

This AGREEMENT is made by and between the National Library of Medicine, National Institutes of Health, Department of Health, Education, and Welfare, hereinafter called the "Employer," and the National Federation of Federal Employees, Local 1776, hereinafter referred to as the "Union," for the employees of the unit described in Article I, Section 3, of this AGREEMENT. It is the intent and purpose of both parties to this AGREEMENT to promote and improve the efficient administration of the National Library of Medicine and the major role it plays in the advancement of bio-medical research and the nation's health, and the well-being of employees within the meaning of Executive Order 11491, as amended, to further establish a basic agreement concerning personnel policies, procedures and practices, and matters affecting other conditions of employment and to provide means for amicable discussion, negotiation, consultation and adjustment of matters of mutual interest at the National Institutes of Health.

ARTICLE I

Recognition and Coverage of AGREEMENT

Section. 1. The Employer and the Union understand that this AGREEMENT is made under the

authority contained in Executive Order 11491, as amended, and that recognition and representation rights of the Union are based on the "Certification of Representative," dated September 30, 1971, issued by Dow E. Walker, Area Administrator, Labor-Management Services Administration, Department of Labor, Washington, D. C., in Case No. 22-2673 (RO).

(202) 862-4400
Section 2. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the bargaining unit as defined in Section 3 below, and the Union recognizes its responsibility for representing the interests of all such employees, without discrimination or regard to employee-organization membership or status, and subject to the express and implied limitations set forth in Articles II and IV.

Section 3. The bargaining unit to which this AGREEMENT is applicable is composed of "all full-time, non-supervisory non-professional employees, 'Code 03' career or career-conditional part-time employees, and temporary employees with appointments for more than 90 days at the National Library of Medicine, 9000 Rockville Pike, Bethesda, Maryland. Excluded are: managerial officials, supervisors, professionals, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards."

ARTICLE II

Provisions of Law and Regulations

Section 1. It is agreed and understood that in the administration of all matters covered by this AGREEMENT, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the AGREEMENT was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

ARTICLE III

Matters Appropriate for Consultation and Negotiation

Section 1. It is agreed and understood that matters appropriate for consultation and/or negotiation between the parties are personnel policies and practices and matters affecting working conditions which are within the authority of the Employer, including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, merit promo-

tion, demotion practices, pay practices, dues deductions, reduction-in-force practices and hours of work to the extent permitted by higher authority.

Section 2. It is further agreed and understood that the Employer will consult with the Union in the formulation of any changes being considered in existing benefits, personnel policies, practices and procedures as they affect the working conditions of employees.

Section 3. Meetings will be scheduled at the request of either party. The request should include an agenda of items to be discussed. Items other than those on the agenda may be discussed if mutually agreed to. Requests for meetings, with an agenda, should be submitted by the Union to the Chief, Labor Management Branch, DPM, and by the Employer to the President of the Union at least five workdays in advance of a proposed meeting. Attendance at meetings will be limited to union and management representatives and any other person scheduled to speak on the agenda.

Section 4. It is further recognized that this AGREEMENT does not alter the responsibility of either party to meet with the other party to advise, discuss or consult regarding matters concerning working conditions not covered by this AGREEMENT.

ARTICLE IV

Rights of Employer

Section 1. Management officials of the agency retain the right, in accordance with applicable laws and regulations to:

- a. direct employees of the agency;
- b. hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge or take other disciplinary action against employees;
- c. relieve employees from duties because of lack of work or for other legitimate reasons;
- d. maintain the efficiency of the Government operations entrusted to them;
- e. determine the methods, means, and personnel by which such operations are to be conducted; and,
- f. take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 2. The right to make reasonable rules and regulations shall be considered acknowledged functions of the Employer. In making rules and regulations relating to personnel policies, procedures and practices and matters of working con-

ditions, the Employer shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this AGREEMENT and the provisions of EO 11491, as amended; however, such obligations and regard shall not be construed to extend to such areas of discretion and policy as the mission of the agency, its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices.

ARTICLE V

Rights of Employees

Section 1. The Employer and the Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from such activity. Except as otherwise expressly provided in EO 11491, as amended, the freedom of such employees to assist any labor organization shall be recognized as extending to participation in the management of the organization and acting for such organization in the capacity of an organization representative, including presentation of its view to officials of the Executive

Branch, the Congress, or other appropriate authority. The Employer shall take such action as may be required to assure that employees in the Unit are apprised of the rights described in this Article, and that no interference, restraint, coercion, or discrimination is practiced to encourage or discourage membership in a labor organization.

Section 2. The rights described in this Article do not extend to participation by an employee in the management of a labor organization or acting as a representative of such organization when such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 3. The terms of this AGREEMENT do not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the Employer in accordance with applicable regulations and laws.

Section 4. It is agreed that nothing in this AGREEMENT shall require an employee to become or to remain a member of a labor organization, or to pay any money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 5. The Employer and the Union agree that employees of the bargaining unit shall have

the right to Union representation on matters affecting their employment. A reasonable effort will first be made by the employee to resolve the matter with his supervisor.

Section 6. The Employer and the Union agree that all provisions of this Article shall be applied fairly and equitably to all employees in the bargaining unit.

Section 7. The Employer agrees to implement this AGREEMENT and to make all decisions regarding disciplinary action, hiring, training, promotion and related job opportunities, without regard to race, color, creed, sex, age or national origin. It is further agreed that complaints or allegations of discriminatory practices will be processed in accordance with procedures established for this purpose by the Civil Service Commission and the Department of Health, Education, and Welfare.

Section 8. It is further agreed that nothing in this agreement shall preclude an employee of the unit from exercising grievance or appellate rights established by law or regulations; or from choosing his own representative in a grievance or appellate action, except when presenting a grievance under the negotiated grievance procedure.

ARTICLE VI

Union Representation

Section 1. The Employer agrees to recognize the officers and representatives designated in writing by the Union, including two (2) stewards and one (1) alternate. The alternate steward will act for the permanent steward only in the absence of the permanent stewards from work or the NIH reservation.

Section 2. The Union shall provide and maintain with the Employer, on a current basis, a list of all Union officials (officers, representatives and stewards and alternate steward).

Section 3. The Employer agrees to allow the stewards and Union officers time away from the job without loss of pay to discuss with employees or cognizant officials of the Employer, grievance and other appropriate matters directly related to the work situation affecting the employees concerned. It is agreed that time off from work granted to the stewards and Union officers shall not be used for discussion of any matters connected with the internal management or operations of the Union or any other employee organization; the collection of dues, assessments, or other funds, the solicitation of memberships, campaigning for elective office in the Union or other employee organization; the distribution of

literature or authorization cards; or the solicitation of grievances or complaints. The Union will insure that requests for permission to leave the job and time allowed will be made by the Union representative of his immediate supervisor. Clearance must also be obtained from the supervisor of the employee with whom he plans to conduct employee/Union business. Upon completion of their business, they will immediately report back to their respective supervisors. Requests for time allowed to conduct business will normally be granted; however, work schedules or other conditions may require rescheduling of Union representatives' requests for time allowed.

Section 4. The Union agrees that their representatives and stewards will be instructed with respect to EO 11491, as amended, and other applicable regulations and procedures, as well as the provisions of this AGREEMENT.

Section 5. Officers and representatives of the Union and employees of the unit shall have access during official duty hours to the DHEW Personnel Manual and NIH issuances relating to personnel policies, practices and procedures affecting the working conditions of employees of the unit.

ARTICLE VII

Disciplinary and Adverse Actions

Section 1. The parties agree that disciplinary actions must be based on just cause, be consistent

with laws and applicable CSC and DHEW regulations governing such actions, and be fair and equitable; that employees must be afforded and advised of all the rights and privileges due them; and that they must be treated with respect and dignity regardless of their level of employment or their status in the Union.

Section 2. The parties agree that the foundation of the Employer's disciplinary policy is informal and that primary emphasis will be placed on preventing situations requiring disciplinary action through effective labor-management relations. It is further agreed that whenever disciplinary measures become necessary, overriding consideration should be that the action promote the efficiency of the service, and that it be impartial, and that the Employer in deciding what penalty is appropriate should give consideration not only to the gravity of the offense but also to such other factors as the existence of mitigating circumstances and the employee's overall record.

Section 3. When the Employer has determined that a situation is developing or has developed that might require disciplinary or adverse action, the supervisor may undertake preliminary investigations or discussions with the employees concerned. While nothing in this AGREEMENT is intended to abrogate the right of either the employee or his supervisor to discuss privately

with the other such matters as may be necessary to develop the facts during the investigative stage, the employee, if he desires, may at any investigation or discussion at which he is present be accompanied by Union or other representation.

Section 4. The Employer will hold any information relative to a proposed disciplinary or adverse action to be a privileged and private matter between the Employer and the employee prior to the receipt of a request from the employee for a formal review of the action. The employee, at his own discretion, may inform the Union of the proposed action.

Section 5. In the event the employee is issued a notice of decision on a disciplinary or adverse action which is unfavorable to him, such notice shall be delivered to the employee at least seven (7) calendar days prior to the effective date of the action, except where it is in the best interests of the Government to take immediate action as provided by CSC Regulation 752.202. The employee will be advised of his right to appeal, his right to representation, and to whom and within what time limits the appeal should be made.

ARTICLE VIII

Grievance Procedure and Arbitration

Section 1. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner

that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision where a decision can be made. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

Section 2. The purpose of this Article is to provide an orderly method for the disposition and processing of grievances which may arise from time to time as a result of the interpretation and/or application of the terms of this AGREEMENT, such as merit promotion, reduction in force, annual leave, services and facilities, and to no other matters. It shall be the exclusive procedure available to the Employer, the Union, and the employees for resolving such grievances. Grievances initiated by any employee or group of employees on matters other than the interpretation or application of this AGREEMENT may be presented under any procedure available for the purpose. Questions that cannot be resolved by the Employer and the Union as to whether or not a grievance is on a matter subject to the grievance procedure in this AGREEMENT may be referred in accordance with regulations of higher authority to the Assistant Secretary for decision.

Section 3. Any employee or group of employees covered by this AGREEMENT, either directly or through a union representative, or the Union acting independently, may present a grievance to the Employer. The Union, if not the chosen representative of the employee, shall be afforded the opportunity to be present at all formal discussions between the Employer and the employee under the procedures provided in this Article and, at the appropriate time, to make known the views of the Union regarding the grievance.

Section 4. Any time limit stipulated in the following procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing:

Section 5. Step 1. The grievance first shall be submitted in writing by the aggrieved to the immediate supervisor within ten (10) workdays of the occurrence of the incident leading to the grievance. In presenting the grievance, the grievant(s) shall state that the first step of the grievance procedure is being invoked. He shall identify the facts giving rise to the grievance, the AGREEMENT provisions which it is claimed were violated, and the relief requested. The employee may represent himself or may be represented by a union official. The supervisor shall give his decision in writing, within ten (10) workdays. The decision will include the name of

the management official to receive the Step 2 complaints.

Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance will be presented in writing by the grievant(s) to the management official designated to receive Step 2 complaints within ten (10) workdays after receipt of the first step decision. The management official receiving Step 2 complaints shall give his written decision within ten (10) workdays after receipt of the grievance and furnish copies to all parties concerned. If the decision is unfavorable, it will include the name of the management official designated to receive Step 3 complaints.

Step 3. If a satisfactory settlement has not been reached at Step 2, the grievance may be presented in writing by the grievant(s) to the management official designated to receive Step 3 complaints within ten (10) workdays. The management official shall give his written decision within ten (10) workdays after receipt of the grievance and furnish copies to all parties involved.

Section 6. If the Employer and the grievant fail to settle any grievance processed in accordance with the procedures outlined above, then such grievance, upon written request of either the Employer or the Union may be referred to arbitration. Such written request must be submitted

not later than ten (10) workdays following the receipt of the written decision at the third step.

Section 7. Within ten (10) workdays from the date of receipt of a valid arbitration request, the Employer shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed arbitrators, the Employer and the Union will each strike one (1) arbitrator's name from the list of five (5) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 8. The arbitrator's fee and expenses shall be borne equally by the Employer and the Union provided that the fee and per diem cost shall not exceed that authorized by applicable regulations. Further, the Employer and the Union shall share equally the expenses of any mutually agreed upon services in connection with the arbitration hearing.

Section 9. Arbitration hearings shall be held during the regularly scheduled workweek and all employee representatives, employee appellants and employee witnesses shall be in pay status without charge to annual leave while participating in the arbitration proceeding except that

under no circumstances shall the aggrieved employee, his representatives or witnesses, be paid overtime by reason of participating in arbitration.

Section 10. The arbitrator will be requested by the parties to render his opinion to the Employer and Union as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearings unless the parties otherwise agree. The arbitrator's award shall be binding on the parties except that either party may file exceptions to an award with the Federal Labor Relations Council, under prescribed regulations. The Employer and the Union agree that the jurisdiction and authority of the chosen arbitrator and his opinions as expressed will be confined exclusively to the interpretation of the expressed provision or provisions of this AGREEMENT at issue between the parties. The arbitrator will have no authority to add to, subtract from, alter, amend or modify any provision of this AGREEMENT, or impose on either Employer or the Union any limitation or obligation not specifically provided for under the terms of this AGREEMENT. An award may not include the assessment of expenses against either party other than as agreed to in this AGREEMENT.

ARTICLE IX

Merit Promotion

Section 1. The Employer agrees to fill vacant positions on the basis of merit and fitness and to maintain a career service which affords maximum opportunity for continuity of employment and optimum utilization of employee skills.

Section 2. The Employer agrees that the procedures specified in the NIH Merit Promotion Plan will be followed.

Section 3. Selections for promotion shall not be based on consideration of any non-merit factors, such as race, color, creed, religion, sex, national origin, or age.

Section 4. Vacancy announcements will be posted for a minimum of seven (7) calendar days.

Section 5. Candidates must apply for vacancies for which they wish to be considered; in addition, supervisors may submit the names of employees they believe are qualified for promotion consideration for specific vacancies.

Section 6. All employees who apply for promotional opportunities within the bargaining unit will be considered along with those from outside the minimum area of consideration or outside NIH.

Section 7. The views of the Union will be requested when significant revisions of the NIH Merit Promotion Plan are contemplated.

ARTICLE X

Reduction in Force

Section 1. The Employer agrees to notify the Union in advance of any reduction-in-force action in the bargaining unit and of the competitive levels to be affected.

Section 2. All reductions in force will be carried out in strict compliance with applicable laws and regulations and will be administered in a manner which will effect the necessary reduction in personnel strength with a minimum of disruption to the NLM mission.

Section 3. Retention registers will be made available to Union officials for review in the personnel office at the time of a reduction in force.

ARTICLE XI

Annual Leave

Section 1. Employees shall earn annual leave in accordance with all applicable laws and regulations.

Section 2. Approval of annual leave is the responsibility of the Employer and should be con-

sistent with the accomplishment of the mission of the National Library of Medicine and of the Unit covered by this AGREEMENT.

Section 3. The Employer will authorize vacation leave when the workload permits and, whenever possible, at the convenience of the employee. However, the Union recognizes that approval granted for vacation purposes will be subject to rescheduling or cancellation due to unforeseen conditions or urgent workload requirements.

Section 4. Requests for annual leave due to home or personal emergency situations will be approved or disapproved on an individual case basis and in accordance with existing regulations.

ARTICLE XII

Dues Deductions

Section 1. It is agreed that to be eligible to make a voluntary allotment for the payment of union dues an employee must (1) be a member in good standing of the Union, (2) be an employee of the bargaining unit covered by this AGREEMENT, and (3) have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues.

Section 2. The parties agree that the provisions of this Article are subject to, and will be governed by E.O. 11491, as amended, applicable

Federal laws, rules and regulations issued by the Civil Service Commission, and DHEW, and may be modified by any future amendments thereto.

Section 3. The parties agree that a nominal charge of two cents per deduction per pay period shall be made by the Employer as an aid in defraying the costs of making the remittance. Dues will be withheld on a bi-weekly basis conforming to the regular pay period.

Section 4. The Union has the responsibility to certify to the Local Labor Relations Officer, when there is a change in the amount of union dues, which shall not be done more than once every twelve months.

Section 5. It is agreed that employees may revoke the voluntary allotment for dues deductions, however, revocations will not be effective until the first full pay period following either March 1 or September 1, whichever is first, provided the revocations are received by DHEW Central Payroll to be processed by the above mentioned dates.

Section 6. The parties agree that there shall be a single level dues structure under this AGREEMENT. The withholding account number for the bargaining unit under this AGREEMENT is 240.

Section 7. The Employer agrees to have checks for the remittance of Local 1776's dues for-

warded bi-weekly by the Central Payroll Office payable to the National Federation of Federal Employees, and not to any individual, c/o National Headquarters, 1737 H Street, N. W., Washington, D.C. 20006. The amount remitted to the Local shall be the total of all employee allotments to it for the bi-weekly period, less the service charge, if any, per employee allotment per pay period. The Local Labor Relations Officer will forward duplicate listings of the names of employees for whom payroll deductions were made and the amount of the biweekly deductions.

ARTICLE XIII

Use of Official Facilities

Section 1. At the request of the Union, and subject to availability and to safety and security regulations, space will be made available for meetings of the Union. Such space will be maintained without damage and restored to a reasonable state of good order by the Union after use.

Section 2. Space on appropriate bulletin boards will be made available to the Union for posting official Union information. The Union will obtain prior approval from the Executive Officer, NLM, of the content of articles posted on the bulletin boards except notices of meetings, the names of Union representatives, social events, and Union bulletins.

ARTICLE XIV

Orientation of New Employees

Section 1. The Employer will provide the Union sufficient copies of this AGREEMENT for all employees in the bargaining unit. Each new employee shall receive a copy of this AGREEMENT from the Union, together with a list of the officers and representatives of the Union, including the designated Union representatives and the chief representative.

Section 2. The Employer agrees to include in the orientation kit given each new employee of the bargaining unit a letter prepared by the Union and approved by the Employer publicizing Local 1776.

ARTICLE XV

Duration and Changes

Section 1. This AGREEMENT shall remain in full force and effect for a period of three years after its approval. It shall be automatically renewed for equivalent periods unless (1) either party gives the other party notice of its intention to terminate or renegotiate this AGREEMENT no less than sixty (60) nor more than ninety (90) calendar days prior to its terminal date, or (2) at any time it is determined that the Union

no longer is entitled to exclusive recognition for the unit covered hereunder, as provided by EO 11491, as amended. Negotiations shall begin no later than thirty (30) days after notification of intent to renegotiate the AGREEMENT. If renegotiation of the AGREEMENT is in progress but not completed upon the terminal date of this AGREEMENT, this AGREEMENT will be extended for a period of ninety (90) days.

Section 2. Amendments to this AGREEMENT may be required because of changes in the applicable laws, rules, regulations or policies issued by higher authority after the effective date of this AGREEMENT. In this event the parties will meet promptly for the purpose of negotiating new language that will meet the requirements of such higher authority.

Section 3. In the event it is found that sections of this AGREEMENT present undue concern this AGREEMENT may be opened for amendment provided that any request for amendment for these reasons is submitted in writing and is accompanied by a summary of the basis for the request; and provided further that both parties consent to the opening of the AGREEMENT for the purpose requested. A written notice of desire to alter and amend by renegotiation shall not have the effect of terminating this AGREEMENT.

Section 4. This AGREEMENT, entered into between the Employer and the Union, prior to becoming effective, is subject to the approval of the Director, NIH, under authority delegated to him by the Secretary, DHEW. The effective date of this AGREEMENT will be the date of signature of the approval letter by the Director, NIH.