

CONTRACT

BETWEEN

THE NATIONAL TECHNICAL INFORMATION SERVICE

AND

THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES NFFE 1627

NOVEMBER 1, 1974

## PREAMBLE

The parties to this agreement (National Technical Information Service and National Federation of Federal Employees Local 1627) recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the NTIS and that their mutual interests will be furthered by the establishment and maintenance of employee-management cooperation pursuant to Executive Order 11491, as amended. Employees have an obvious and proper interest in the terms of their employment. It is recognized that participation of employees in the formulation and implementation of personnel policies and procedures which so vitally affect them will contribute substantially to the improvement and efficient administration of the public service. Also, it is recognized that this interest may be best furthered when representatives of NTIS and NFFE agree to meet and consult in good faith with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable laws and regulations, including policies set forth in the Federal Personnel Manual, published agency policies and regulations, a national or other controlling agreement at a higher level in the agency, and Executive Order 11491, as amended.

Accordingly, and as manifested under Executive Order 11491; as amended, this agreement and subsequent amendments and supplements will constitute a labor-management relations agreement between the National Technical Information Service; U.S. Department of Commerce, party of the first part, hereinafter referred to as NTIS, and the National Federation of Federal Employees, Local 1627, party of the second part, hereinafter referred to as NFFE 1627. This agreement and amendments and supplements thereto shall be applicable uniformly be represented employees of NTIS, in the Metropolitan Washington Area.

## ARTICLE I - DEFINITIONS

- (a) AGENCY: U.S. Department of Commerce, a Government cooperation, and an independent establishment as defined in Section 104 of Title 5, United States Code, except the General Accounting Office.
- (b) UNION: Local 1627, National Federation of Federal Employees.
- (c) EMPLOYEE: An employee of an agency and an employee of a non-appropriated fund instrumentality of the United States but does not include, for the purpose of formal or exclusive recognition or national consultation rights, a supervisor, except as provided in of Executive Order 11491, as amended.
- (d) SUPERVISOR: An employee having authority, in the interest of an agency, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employee(s), or responsibility to direct them, or to evaluate their performance, or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgement.

- (e) **AGENCY MANAGEMENT:** The agency head and all management officials, supervisors, and other representatives of management having authority to act for the agency on any matters relating to the implementation of the agency labor-management relations program established under Executive Order 11491, as amended.
- (f) **CONSULTATION:** Oral or written discussions with representatives of the employer and representatives of NFFE 1627 for the purpose of obtaining their views or advising them of intended actions of concern to employees in the representation unit.
- (g) **GRIEVANCE:** For purposes of this agreement a grievance is any disagreement between management and a unit employee over the application or interpretation of this agreement; however, questions involving the interpretation of published agency policies, provisions of law, regulations of the Department of Commerce, or regulations of appropriate authorities outside the Department of Commerce regardless of whether such policies, laws or regulations are quoted, paraphrased, or cited, shall not constitute a grievance.
- (h) **IMPASSE:** The inability of the NTIS and NFFE 1627 to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.
- (i) **NEGOTIATION:** Bargaining of NTIS and NFFE 1627 on appropriate issues relating to terms of employment, working conditions and personnel policies and practices with the view of arriving at a formal agreement.
- (j) **EMERGENCY SITUATION:** An emergency situation is one which poses sudden immediate and unforeseen work requirements for NTIS as a result of natural phenomena or other circumstances beyond NTIS's reasonable control or ability to anticipate.
- (k) **OPERATING UNIT:** Means an operating unit of the Department of Commerce as defined in Department Organization Orders, and in addition, the offices of the Secretary of Commerce, the offices of Secretarial Officers, and Departmental offices, as defined in Department Organization Order 1-1. In the context of this agreement, the operating unit is NTIS, in the Metropolitan Washington area.

## ARTICLE II - GENERAL PROVISIONS

- 2.1 **AUTHORITY:** This agreement is made under authority contained in Executive Order 11491, as amended, and certification of representation from U.S. Department of Labor, Office of Assistant Secretary for Labor Management Relations, dated June 30, 1970.
- 2.2 **PURPOSE:** This agreement is designed to increase the efficiency of Government operations and to contribute to the well-being of employees by defining certain roles and responsibilities of the parties hereto. It also states policies, procedures, and methods that govern working relationships between the parties, and identifies subject matter of proper mutual concern to the parties. They have entered into the agreement primarily for the following reasons:

- (a) To advance employee participation in the formulation and implementation of personnel policies and procedures.
- (b) To facilitate the adjustments of grievances, complaints, and impasses.
- (c) To promote the highest degree of efficiency, and to define the respective rights and obligations of both parties in dealing with one another.
- (d) To provide for systematic employee-management cooperation.

2.3 **COVERAGE:** NFFE 1627 is the representative for purposes of exclusive recognition, and pursuant to Section 10 (e) of Executive Order 11491, as amended, the said organization is the exclusive representative of all the employees in NTIS, Metropolitan Washington area the employees to consist of all non-supervisory WB and GS employees at the NTIS, but excluding managerial officials, supervisors, professionals, employees engaged in Federal personnel work in other than a purely clerical capacity, temporary employees, and guards.

2.4 **REPRESENTATION:** NTIS agrees, in order to permit NFFE 1627 to discharge its obligation under this agreement, that the duly accredited local representative shall be authorized a reasonable amount of time to meet and discuss matters pertaining to this agreement with the NTIS representatives and to negotiate supplemental agreements and amendments under this agreement in accordance with the provisions of Executive Order 11491, as amended.

2.5 **EMPLOYEE REPRESENTATIVES (ROLE OF):** In order for the employee representatives to properly and expeditiously carry out their respective duties in connection with the relationship between the parties, the employer agrees to allow the representatives to leave their place of work to go to other work locations or offices during working hours in order to bring about a prompt and expeditious disposition of a complaint. The complaint will have been initiated by an employee or group of employees to an employee representative.

- (a) This activity shall normally be engaged in without suffering any loss of pay or benefits of any kind. Each employee representative will be permitted to be absent from his normal duties up to 60 minutes each pay period by obtaining the permission of his immediate supervisor. Time in excess of 60 minutes in any given pay period must be approved in advance by the Branch Chief or comparable position with jurisdiction over the employee representative. The time periods used for this purpose will be entered on the employee representative's project time sheet under project number 950.0910.

- (b) Permission of the immediate supervisor will be obtained for each such absence and, so as not to interfere with work assignments, permission for each contact will be obtained, from the immediate supervisor of the employee to be contracted. In both cases, permission will be granted in the absence of compelling circumstances to the contrary. Employees involved will report back to their supervisors when resuming official work duties.
- (c) NTIS Management and the officers of NFFE will develop a training program for supervisory personnel and Stewards. The purpose of the program is to ensure that both supervisory personnel and Union Stewards understand the responsibilities and duties of the Union Stewards. The program will be jointly conducted by Management and Union representatives. The program will be conducted as it is jointly agreed to be needed, normally at least once each calendar year.
- (d) The Chief Steward of NFFE 1627 will be permitted to consult with employee representatives or management representatives to bring about a prompt and expeditious disposition of a complaint without suffering a loss of pay or benefits of any kind. The complaint will normally have been discussed with the area shop steward and the local supervisor before discussion with the officers of NFFE 1627 or other management representatives. When the Chief Steward requires more than 90 minutes per pay period to carry out the responsibilities, the immediate supervisor will be kept informed of the additional time required. The time periods used for this purpose will be entered on the officer's time sheet under project number 950.0910. Permission for the officer to be absent from his normal duties will be granted in the absence of compelling circumstances to the contrary.
- (e) The time required for both employee representatives and officers of NFFE 1627 to attend the Labor Management Consultation Meetings provided for in Article V, paragraph 5.3, is excluded from any limitations under this Article.
- (f) Instances of abuse of this privilege will be brought to the attention of NFFE 1627. The duties and responsibilities assigned by NFFE 1627 to organization representatives shall be consistent with applicable Federal law, Executive Orders, rules and regulations, and the provisions of this agreement.

2.6 Officers of NFFE 1627, employee representatives, and employees of the unit shall have reasonable access during official duty hours to all regulations and policies which are pertinent, including but not limited to the U.S. Civil Service Commission Federal Personnel Manual and supplements, the U.S. Department of Commerce Personnel Manual and all regulations and directives relating to personnel policies, practices, and procedures and those relating to conditions of employment in the unit.

2.7 EMPLOYEE REPRESENTATIVES (SELECTION OF): NFFE 1627 shall select,

not to exceed ten, employee representatives to assure that covered employees have ready access to a representative in the office or work location in which he is assigned. All selections and changes will be documented in writing. The names and locations of all representatives shall be posted on the bulletin boards in corridors 1000 and 1200 of the Sills Building and appropriate bulletin boards of the Yorktown Building. Selection of employee representatives shall be such that not more than one representative will be selected from each section or comparable work unit unless this restriction would limit the number of representatives to less than ten.

- 2.8 **CONTROLLING AUTHORITY:** In the administration of all matters covered by the 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 this agreement is 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.

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

- (1) To direct employees of the agency;
- (2) To hire, promote, transfer, assign, and retain employees in positions with the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (3) To relieve employees from duties because of lack of work or for other legitimate reasons;
- (4) To maintain the efficiency of the Government operations entrusted to them;
- (5) To determine the methods, means, and personnel by which such operations are to be conducted; and,
- (6) To take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to voluntary, written authorization by a member for the payment of dues through payroll deductions.

- 2.9 **VIOLATIONS:** Prompt corrective action will be taken when the terms of any section of this agreement have been violated by either party. Efforts will be made to resolve complaints or violations informally by NTIS and NFFE 1627.

### ARTICLE III – EFFECTIVE DATE, TERM, AMENDMENT AND SUPPLEMENT

- 3.1 **EFFECTIVE DATE AND TERM:** This agreement shall be in full force and effect from the date of signing for two years, and thereafter automatically renewed from year to year unless ninety (90) calendar days prior to such date either party gives written notice to the other of its desire to amend, supplement or terminate the agreement. Further, the renewal clause beginning two years from the effective date is contingent upon compliance with applicable laws and regulations governing exclusive recognition for labor organizations.
- 3.2 **APPROVAL OR REVIEW:** This agreement and any substantive change in the agreement are subject to review and approval as prescribed in U.S. Department of Commerce personnel regulations. The provisions of this agreement shall be applicable to all employees in the representation unit.
- 3.3. **AMENDMENTS:** The parties should affect amendment to this agreement if such action is necessary to reflect legal or regulatory changes. The parties agree that, pending the settlement or adjustment of any issue arising between them by the means provided in this agreement, there shall be no change in the conditions of any written understanding applicable to such issue nor any interference with the program of work.
- 3.4 **SUPPLEMENTAL AGREEMENTS:** The parties shall proceed to negotiate supplemental agreements on matters within the scope of Executive Order 11491, as amended, which are not adequately covered by the general agreement. Either party may, with the approval of the other party, after six months from the effective date, reopen this agreement for supplemental negotiation. The notification must be submitted in writing at least five (5) working days in advance.
- 3.5 **NEGOTIATION OF AMENDMENT AND SUPPLEMENT:** The Memorandum of Understanding for Negotiation of a Collective Bargaining Agreement, dated June 26, 1974, and amendments and supplements thereto, shall govern the procedures for negotiation of amendments and supplemental agreements to this contract.

### ARTICLE IV – RIGHTS OF LOCAL 1627 AND EMPLOYEES

- 4.1 **UNION RIGHTS:** NFFE 1627 has the exclusive rights to represent employees in the representational unit in consultations and negotiations with NTIS regarding conditions of employment and working conditions within the limits provided by this agreement. As a condition of this right of exclusive recognition, NFFE 1627 accepts responsibility for an agrees to represent in good faith the interests of all employees in the representation unit without discrimination and without regard to membership in the union. In view of the fact that NFFE 1627 is the exclusive representative of all employees in the representation unit, the employer agrees that designated representatives of NFFE 1627 will be afforded the opportunity to inform the employees on activities of the union as they relate to agency personnel policies, practices and procedures and the progress of employee management relations in the representation unit, and, to advise and instruct employees on basic statutes, regulations and policies of the provisions of this agreement and amendments as

they relate to the agency and employees in the representation unit. The NTIS agrees to consult with NFFE 1627 prior to making any changes in their personnel policies, practices, and procedures that are applicable to employees in the exclusive recognition unit and the NTIS further agrees to furnish a copy to NFFE 1627 of any proposed changes in aforementioned policies, practices, and procedures for review and consultation within one week after the receipt of such notification from higher management. NFFE 1627 will furnish its response to NTIS as soon as possible, but in no event later than three days prior to the proposed effective date.

- 4.2 **EMPLOYEE RIGHTS:** Each employee of the NTIS has the right to freely, and without fear or penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Executive Order 11491, as amended, the right to assist a labor organization and acting for the organization in the capacity of an organization representative, including presentation of its views to the officials of the Executive Branch, the Congress, or other appropriate authority. The head of NTIS shall take the action required to assure that employees in the NTIS are apprised of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced within NTIS to encourage or discourage membership in a labor organization.

The above section does not authorize participation in the management of a labor organization by a supervisor, except as provided in Section 24 of Executive Order 11491, as amended, or by an employee when the apparent conflict of interest or otherwise by incompatible with law or with the official duties of the employee.

The NTIS shall not discipline or otherwise discriminate against an employee because he has filed a complaint or given testimony under this order; representatives of NFFE, including NFFE 1627, shall not coerce, attempt to coerce, discipline, fine, or take other economic sanction against a member of the organization as punishment or reprisal for, or for the purpose of hindering or impeding his work performance, his productivity, or the discharge of his duties owed as an officer or employee, regardless of employee organizational membership, shall be precluded from bringing matters or personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy of the NTIS, or from choosing his own representative in a grievance or appellate action.

## ARTICLE V – CONSULTATION

- 5.1 **MANNER:** Both parties to this agreement have the responsibility of conducting their consultations in good faith and otherwise in such a manner as will conform to the provisions of Executive Order 11491, as amended. They agree to make every reasonable effort to resolve all differences which arise between them and in connection with the administration of this agreement.
- 5.2 **SCOPE AND LIMITATIONS:** Subjects for consultation shall be personnel policies and practices and other matters relating to the conditions of employment which are within the

administrative discretion of the agency. Examples of subjects for consultation under appropriate circumstances include policies of grievances, policies on working conditions, work schedules, promotion plans, training plans, employee benefits, services of NFFE 1627, and to the extent permitted by law, the implementation of pay policies.

In implementing directives relating to personnel policies and practices and working conditions, NTIS shall have due regard for the subjects called for by the above paragraph. However, the obligation to meet and consult with NFFE 1627 does not include matters with respect to the mission of NTIS, its budget, its organization, the number of employees, and the numbers, types and grades of positions or employees assigned to an organizational work unit, work project or tour of duty, the technology of performing its work, or its internal security practices.

However, these limitations on consultations do not prevent NFFE 1627 the employer from submitting its view to officials of the Executive Branch, the Congress or other appropriate authority, or from having its views considered in the formulation of laws, rules and regulations which affect federal personnel management.

- 5.3 **LABOR MANAGEMENT CONSULTATION MEETINGS:** The parties agree to consult and seek mutual understanding on any problems arising under this agreement or in relation to employer-employee relations, normally on a monthly basis. Any specific items for discussion which require research shall be provided in writing by either party at least two working days prior to the meeting. At meetings between NFFE 1627 and NTIS for monthly consultations, the NFFE 1627 will normally be represented by no more than four (4) of its members who are in the unit. NTIS will be represented by such representatives as it desires. A summary of conclusions reached at these meetings will be made by NTIS; a copy furnished to the NFFE 1627. NFFE 1627 may furnish NTIS any written comment it desires as corrections or supplements. Consultation meetings shall be conducted on official time without charge to leave.
- 5.4 **MEETING PLACE:** Consultation meetings will normally take place at NTIS with NTIS providing appropriate meeting place.
- 5.5 **EMPLOYEE MANAGEMENT COMMITTEE:** Hereafter, the Employee Management Consultation Committee will serve the purpose of representing NTIS employees to NTIS management; however, this does not preclude the Director of NTIS from setting up an NTIS Management Committee for advisory purposes.

## ARTICLE VI – HOURS OF WORK, BASIC WORKWEEK, AND OVERTIME WORK

- 6.1 **HOURS OF WORK AND WORKWEEK:** NTIS and NFFE 1627 are in agreement that the basic workweek and the basic workday are established in accordance with applicable Department procedures. A guide to these hours is found in the Employee’s Handbook. No changes to the hours of work shall be recommended without prior consultation with the NTIS employees.

- 6.2 **CHANGE IN HOURS:** The days and shift hours of shift employees' basic workweeks may be changed, provided the normal employee receives as much advance notice as possible, normally one week.
- 6.3 **SHIFT SWAPS:** Shift hours may be changed as necessary with as much advance notice as possible to allow NTIS to fill in for an absent employee.
- 6.4 **OVERTIME:** For the purpose of this agreement, overtime consists of two distinct types: scheduled overtime and irregular or occasional overtime.
- (a) Scheduled overtime is work scheduled by management prior to the beginning of the administrative workweek in which it occurs.
- (b) Irregular or occasional overtime is work determined by management as necessary which was not scheduled prior to the beginning of the administrative workweek in which it occurs.
- 6.5 **ASSIGNMENT OF OVERTIME:** Overtime will be distributed fairly among qualified employees within the organizational unit.
- 6.6 **REQUIRED OVERTIME:** Employees will not normally be required to perform overtime in excess of eight hours within an administrative workweek. However, an employee shall receive consideration to be excused from required overtime upon the presentation of a reasonable justification.
- 6.7 **EXCEPTIONS:** Employees will not normally be called for overtime work when:
- (a) In a non-pay status,
- (b) In a leave-with-pay status, or
- (c) Management determination that the employee should not work overtime, as based on medical evidence from a physician.
- 6.8 **CALLBACK:** When an employee is called at a time outside of, and unconnected with, his scheduled hours of work, to perform unscheduled overtime work, the employee will receive a minimum of two (2) hours of overtime even though no work or less than two (2) hours is actually performed.
- 6.9 **COMPENSATORY TIME:** Wage Grade employees are not to be given compensatory time. General Schedule employees, whose basic pay is at or below the maximum scheduled rate for a GS-10, have a legal right to choose between overtime pay and compensatory time off for irregular or occasional overtime work performed. The employee's choice is final and binding. General Schedule employees whose basic pay is above the maximum scheduled rate for GS-10 may be paid overtime or allowed compensatory time, the choice resting with the employer. The maximum number of hours

of compensatory time that an employee may accumulate is 80 hours. The employee will be told that he is expected to take compensatory time off at the earliest possible opportunity, normally within six (6) pay periods. The only compensatory time that may be carried into a new leave year is that earned during the last thirty days of the preceding leave year. Normally, compensatory time will be used before any annual leave is granted. The provisions of 6.9 above are in accordance with the Federal Personnel Manual, Chapter 550, and Department of Commerce Administrative Order 202-554.

## ARTICLE VII – SICK LEAVE AND ABSENCES

### 7.1 SICK LEAVE:

- (a) Employees earn sick leave in accordance with applicable rules and regulations. Approval of sick leave may only be granted to employees when they are incapacitated for the performance of their duties and when they have notified their respective branch chief or higher, within one (1) hour after beginning their shift.
- (b) Sick leave shall be requested and approved in advance for visits to physicians and surgeons, dentists, practitioners, opticians, and for the purpose of securing diagnostic examinations, x-rays, and treatments. Employees shall advise the supervisors with as much advance notice as possible.
- (c) Medical certification will not generally be required to substantiate sick leave absences of three (3) consecutive days or less; however, medical certification may be required at the discretion of the agency for each absence regardless of duration, provided the employee receives prior notification in writing of this requirement.

The requirement to submit medical certification for all sick leave shall remain in effect until rescinded by the supervisor. Medical certificates will be required for sick leave which exceeds three (3) days continuous duration. Medical certificates shall also be required every two (2) weeks during sick leave periods of long duration. All medical certificates covering sick leave absences shall be submitted within one (1) day after return to duty. The NTIS agrees that employees who are sent home sick shall have approved sick leave for the remainder that day only. If he is absent from work on the following workday, he shall call in and report the absence to his supervisor. If the total absence of sick leave in these cases exceeds three (3) working days, including the time previously authorized for the partial absence of that first day, the employee shall be required to submit to his supervisor a signed doctor's certificate.

- (d) Advanced sick leave will be limited to deserving cases based on individual requests without discrimination.

### 7.2 ANNUAL LEAVE:

- (a) Approval of an employee's request for scheduled annual leave may be granted subject to the workload and manpower requirements, provided a sufficient advance notice is given by the employee to enable the supervisor to arrange the request in the work schedule.
- (b) Although the agency reserves the final right to allocate vacations, it is agreed that reasonable effort shall be made to schedule annual leave of not less than two (2) weeks duration for vacation purposes as determined by NTIS. Employees will not be charged for annual leave during any scheduled leave period when the employee is required to be on official duty. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed. In the event annual leave is disapproved, the supervisor shall set forth in writing his reason for disapproval and return with Form SF-71 to the employee.

7.3 COURT LEAVE: In the event an employee is subpoenaed for jury duty or witness for the Federal Government, the NTIS shall pay him at his basic rate for the time (not to exceed eight hours per day) necessarily lost from his normal work schedule for such purposes, provided he presents the court order, subpoena or summons, if one is issued, to his supervisors as far in advance as possible. Upon return to duty, written evidence of his attendance at court is required, showing the dates (and hours, if possible) of the service. If the employee is excused or released by the court for any day or a substantial portion of the day, he is expected to return to duty provided return would not cause the employee hardship because of the distance from home, duty station and the court. Decision will be made, depending on the circumstances of each case by the supervisor. Failure to return to duty when directed may result in a charge to annual leave, leave without pay, or absence without pay or absence without leave. Further reference to Court Leave is found in Department Administrative Order 202, Chapter 630, Section 10.

7.4 LEAVE WITHOUT PAY:

- (a) Employees may, with the discretion of NTIS, be granted leave without pay in accordance with applicable regulations; for example, the NTIS recognizes the bumping and retreating rights of an employee on approved leave of absence in situations where the employee is affected by a reduction-in-force.
- (b) The NTIS agrees that the Union may designate employee members as representatives elected or appointed to a union office or as a delegate to any union activity necessitating a leave of absence, and upon written notification and approval by the NTIS, such employees shall be granted annual leave, if available, or approved leave without pay.
- (c) Employees in approved leave of absence or in a leave without pay status shall accrue all rights and privileges in respect to retirement status and appropriate coverage under the Group Benefit Life Insurance and Federal Employee's Health Benefit Program to which they may be entitled.

- 7.5 BLOOD DONATIONS: Employees who volunteer to donate blood to the Red Cross, or in emergency situations to local hospitals, may be allowed excused absence from duty for a period not to exceed four (4) hours. The excused period will not include the luncheon period. Supervisors will be notified prior to employees' departure.
- 7.6 VOTING LEAVE: All personnel are encouraged to exercise their right to register and vote. It is recognized that in some situations over which employees have no control, regulations permit administrative leave approval of individual absences from work for voting purposes. Where polls are not open at least three hours either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires a lesser amount of time. Exceptional circumstances where the general rule does not permit sufficient time will be evaluated on an individual basis.
- 7.7 MATERNITY LEAVE:
- (a) Maternity leave is available to all applicable NTIS employees. In maternity cases, sick leave, annual leave, and leave without pay (in that order) may be granted to cover the period which the employee is incapacitated for duty. A doctor's statement indicating the expected date of confinement and the date through which it is expected the employee will be in the incapacitated for duty should be submitted.
  - (b) An employee who is pregnant has an obligation to her employing agency to report pregnancy in the same manner as any other physical condition in which it is apparent that staffing adjustments may be needed to compensate for an anticipated absence from work.
  - (c) When there is a question about the physical ability of the employee who is pregnant to perform her job without hazard to her health, or the health of the unborn child, the agency should request a that medical certificate be furnished if one has not already been presented, and may after consultation with the employee find it desirable to discuss the employee's general condition with her physician or practitioner. The objective should be to provide gainful employment and make use of skills for as long as the employee is not incapacitated for duty and wishes to continue working.

## ARTICLE VII – TARDINESS AND BRIEF ABSENCES

8.1 Unavoidable or necessary absence from duty of less than one hour may be handled administratively in any of the following ways:

- (a) By excusing employees for adequate reasons;

- (b) By requiring additional work equivalent to the period of absence or tardiness;  
or,
- (c) By charge against any compensatory time which the employee may have to  
his credit.

- 8.2 In the event the privilege is abused, absences of less than one hour may be made a basis for a charge against annual leave or for disciplinary action. If a charge against annual leave is made, it must be in multiples of one hour. Each period of absence not in excess of one hour must be considered on a daily basis. However, employee me leave work area.
- 8.3 An employee with a good attendance and punctuality record normally will be excused without charge to leave if his reason is acceptable to his supervisor and the occasion for such an excusal is infrequent.
- 8.4 In the event the supervisor foes not excuse such employee, they may apply for and may be granted one (1) hour of annual leave or leave without pay. This section does not preclude charging any employee's tardiness to absence without leave, for the amount of his absence, or to initiating disciplinary action.
- 8.5 Absences of one hour or more must be charged to leave.

#### ARTICLE IX – HOLIDAYS

- 9.1 Employees shall be entitled to all holidays prescribed in by the current or future law in addition to any special holidays designated by the President of the United States.
- 9.2 When an employee's basic work week is Monday through Friday, and a holiday falls on a Saturday or Sunday, then Friday or Monday, as appropriate, shall be observed as the holiday.

#### ARTICLE X – WORK ASSIGNMENTS, STANDARDS AND PERFORMANCE

- 10.1 The parties agree that a mutual interest exists in work and performance standards to the extent that such are both published and utilized by NTIS in the official performance evaluation of the employee. Upon request, and with appropriate justification, NTIS agrees to consult with Local 1627 on pertinent content of any such standards in current use. Requests for consultation will be made by the steward to the employee's immediate supervisor.
- 10.2 Local 1627 recognizes that the assignment of work is a management prerogative; however, NTIS agrees to consider the views and recommendations of Local 1627 in regard to policies and practices relating to the assignment of work.
  - (a) NTIS agrees to exert every reasonable effort to assign work to employees in the unit in a fair and equitable manner.

- (b) The immediate supervisor will consider any written questions raised by the steward on the fairness of work assignments, and inform the steward of his decision, in writing within three (3) working days.

10.3 The parties agree that employees shall normally be assigned duties within the scope of their job or position descriptions.

10.4 Performance ratings shall be accomplished in accordance with the agency regulations and Federal laws. The parties agree that the performance rating is the supervisor's periodic, official evaluation of an employee's performance. Proper use of employee performance evaluation, including performance ratings, helps improve employee performance by:

- (a) Strengthening supervisor-employee relationship;
- (b) Identifying work standards and requirements;
- (c) Informing employees of work standards and requirements;
- (d) Recognizing commendatory and outstanding work performance;
- (e) Recognizing and correcting work deficiencies; and,
- (f) Providing a guide to personnel actions.

10.5 It is further agreed that a proper use of employee performance evaluation, including performance ratings, may determine the need for providing employees help and/or training. Where employee performance is deficient, the NTIS shall exert reasonable effort to attempt improvement through constructive assistance to the employee.

10.6 NTIS management will work with officers of NFFE 1627 to develop a better understanding of the NTIS Incentive Awards Program, provide a better visibility for the Chairman and members of the Committee; and establish better communication between the Committee and the NTIS employees.

Toward this end, the Chairman of the Incentive Awards Committee will participate in the regularly scheduled management-union meeting following the close of each awards review period for the purpose of discussing various aspects review period for the purpose of discussing various aspects of the Committee's work including but not limited to; policies and procedures of the Committee; targets and goals; the suggestion program; and the evaluation process.

## ARTICLE XI – DETAILS

11.1 The parties agree that a detail is defined as the temporary assignment of an employee to perform duties, not covered by his official position description, with the employee returning to his regular duties at the end of the detail. Technically, a position is not filled

by a detail, as the employee continues to be the incumbent of the position from which detailed. A detail involves no change in employee's civil service or pay status.

- 11.2 Details are intended only for meeting temporary needs of the agency's work program when necessary services cannot be obtained by other desirable or practicable means. A detail may be made under the following circumstances such as, but not limited to, the following:
- (a) Change in mission or organization.
  - (b) To meet temporary fluctuations in workloads.
  - (c) To substitute for an employee who is on extended leave.
  - (d) To perform work of a vacant position pending recruitment and assignment.
  - (e) For training purposes when there are shortages of qualified personnel or where such training is part of an established promotional or development program.
  - (f) Pending establishment of a position or authorization of a rating.
  - (g) Pending completion of security clearance.
  - (h) For a light duty assignment, substantiated by a medical doctor.
- 11.3 NTIS will make every reasonable effort to minimize the duration of details and to detail fairly with intent to enhance employee welfare and morale. Detailing employees immediately after competitive appointment tends to compromise the competitive principle, and so is not permitted.
- 11.4 Except for an emergency detail of thirty (30) days or less, an employee may not be detailed for at least three months after appointment from the register. However, there is no limitation on detailing a person within the occupational category for which he is hired or within the training plan under which a person is hired. All details are limited to 120 days. However, details may be extended with prior approval of the Civil Service Commission as the circumstances warrant. Since extended details also conflict with the principles of job evaluation, details will be confined to a maximum period of 120 days unless prior approval of the Civil Service Commission is obtained. All details to higher grade positions will be confined to a maximum initial period of 120 days plus one extension for a maximum period of 120 additional days. NTIS agrees to use temporary promotions in lieu of details where practicable.
- 11.5 Details to a higher grade position or to positions with known promotion potentials will be accomplished in accordance with the appropriate provision of the Merit Promotion Plan.

## ARTICLE XII – EMPLOYEE DEVELOPMENT

- 12.1 The parties agree that training development and career planning for employees is of mutual concern. The overall objective of such endeavors is to contribute to a more competent work force of employees. NTIS agrees to record and file training accomplished in the employee's official personnel folder provided the employee furnishes an official copy of such training to the Personnel Office. Local 1627 agrees to encourage employees to review their personnel folders to assure that training records are accurately recorded.
- 12.2 NTIS will inform NFFE 1627 regarding pertinent employee development programs developed exterior to NTIS and consider submitted views or recommendations with regard to NTIS participation in or application of such programs. NTIS agrees to give serious consideration to such views or recommendations.
- 12.3. NFFE 1627 agrees to assist the NTIS in encouraging and counseling employees in their self-development to improve their career potentials. Such assistance includes consideration of both training offered during working hours and on the employee's own time.
- 12.4 The NFFE agrees to arrange for an indoctrination session or sessions to familiarize union officers and stewards with the terms and operation of this agreement. The NTIS agrees to do likewise for its management and supervisory personnel.
- 12.5 The NTIS agrees to extend consideration to the reimbursement of expenses incurred by the employee in the attendance at work-related training courses on his own time. NTIS's sponsoring of such training courses and subsequent reimbursement must be in accordance with existing regulations and policies.

## ARTICLE XIII – POSITION DESCRIPTIONS

- 13.1 Each employee will be provided a copy of the position or job description to which assigned. If the position description is lost or misplaced the Office of Personnel or the supervisor will immediately provide a copy of the position description to the employee.
- 13.2 NTIS agrees to annually review all position descriptions, and when deemed necessary, to amend or submit a re-description of the assigned duties for classification review.

## ARTICLE XIV – PROMOTIONS

- 14.1 A copy of the Merit Promotion Plan will be made available to each NTIS employee. NTIS will provide orientation sessions, when deemed necessary, to acquaint all interested employees with the provisions of the plan. These sessions will begin as soon as possible after the revised Merit Promotion Plan has become effective.

14.2 NTIS will notify NFFE 1627 of its intent to expand an announcement. Concurrent with the expansion notice, NTIS will consider the views, if any, of the NFFE 1627 regarding the availability of additional candidates.

14.3 Each complaint arising out of the operation of the Merit Promotion Plan will be handled in accordance with Grievance Procedures described in D.O. 202-770 or as appropriate, the equal employment opportunity procedures described in Department of Commerce Administrative Order 202-713 dealing with complaints based on discrimination. However, any complaint involving the application or interpretation of any provision of this Article will be resolved in accordance with the Negotiated Grievance Procedure. Non-selection from a group of properly ranked and certified candidates cannot be grieved. Action required to be taken by NTIS under provisions of the statute or instructions of the Commission cannot be grieved.

14.4 Merit promotion announcements will show the minimum Civil Service Commission qualification standards including essential selective placement factors on which an applicant's qualifications are evaluated in terms of the skills, knowledge, abilities, and potential needed to perform the job for which the applicant is being considered. Any additional selective placement factors to a vacancy notice will reflect the minimum requirements. However, they may not include inappropriate selective placement factors for determining eligibility. Examples of appropriate and inappropriate factors are:

(a) Appropriate:

- 1) Knowledge of a language other than English.
- 2) Knowledges and abilities pertaining to a certain program or mission, when these cannot be readily acquired after promotion.
- 3) Proven ability in a functional area (for example, ability to "meet and deal," "ability to write:).
- 4) Geographic mobility (when organizational requirements, career patterns, and logical progression require willingness to move geographically).

(b) Inappropriate:

- 1) Additional general or specialized experience.
- 2) Quality of experience inappropriate to the grade and type of position to be filled.
- 3) Additional formal educational requirement (including a particular educational level or degree).
- 4) Requirement designed solely to eliminate the need for a brief period of training and adjustment (unless the period would be so long as to burden unreasonable the operations of the agency).
- 5) Requirement which unduly restricts the number of eligible candidates, or which is intended to favor a particular candidate.

- 6) Requirement not essential to the duties of the immediate vacancy, such as one based on a possible future assignment (except for positions with known promotion potential when ability and potential to advance to a higher grade in the occupation are required).

If a selective placement factor is used, the justification for its use shall be kept with the promotion records.

- 14.5 A merit promotion opportunities announcement may not be modified after the promotion process is under way unless an inappropriate announcement has been released. Modified announcements will be in accordance with Section 14.10 of this Article and all employees eligible under the modified announcement shall be considered for promotion.
- 14.6 NTIS agrees to consult with NFFE 1627 on any revisions or amendments to the Merit Promotion Plan.

#### ARTICLE XV – REDUCTIONS-IN-FORCE (RIF)

- 15.1 NTIS management will make every reasonable effort within its control and authority to avoid or minimize the effects of a RIF. When it becomes apparent that a RIF will become necessary, preliminary determination concerning the extent of the RIF, the rights of employees likely to be affected, and other similar considerations involved in RIF planning will be made promptly. NTIS will consider cross-training when practicable to add to the flexibility of work force assignments and to minimize the effect of a potential RIF.
- 15.2 NTIS agrees to furnish NFFE 1627, as soon as possible, information concerning any proposed RIF. The number of personnel, the title, grade and series of positions involved, and the reasons for the RIF shall be included. Upon receipt of such information, NFFE 1627 agrees to assist NTIS management in promulgating such information among concerned employees in order to dispel rumors and promote employee morale.
- 15.3 Retention registers and sub-registers prepared for RIF purposes will be available for inspection and note taking to NFFE 1627 upon request.
- 15.4 RIF will be conducted in accordance with appropriate regulations and policy giving full consideration to the maximum retention of employees.

#### ARTICLE XVI – GRIEVANCES

16.1 DEFINITION: See Article I(h) for definition.

16.2 GRIEVANCE PROCEDURES:

- (a) The only grievance procedure open for unit employees with grievances concerning the application or interpretation of this agreement is the negotiated

grievance procedure explained below. It shall be available to all unit employees.

- (b) An employee having a dissatisfaction over working conditions which are not covered by this agreement must utilize the NTIS established grievance procedure to resolve such a problem.

16.3 **INFORMAL PROCEDURE:** The dispute or grievance shall first be taken up by the aggrieved employee or employees, the Steward if selected by the employee or employees, and the appropriate supervisor or lowest administrative official who has the authority to take corrective action. The supervisor or administrative official must give his answer within two (2) working days.

16.4 **FORMAL PROCEDURE:** If no satisfactory settlement is reached between the employee and the supervisor, the grievance shall be reduced to writing on a form mutually agreed to by NTIS and NFFE 1627 and submitted by the employee within five (5) working days to the appropriate division chief who shall meet with and resolve the grievance with the Steward and the aggrieved employee(s) within five (5) working days after receiving the written grievance.

16.5 **PROCEDURAL RULES:**

- (a) The aggrieved employee(s), his representative and witnesses (if NTIS employees) will be granted official time while they are serving in that capacity.
- (b) Grievances which are not taken up with an employee's appropriate supervisor within fifteen (15) working days, where possible, after the occurrence of the matter out of which the grievance arose shall not be presented or considered on a later date. All the time limits specified in this article shall be exclusive of Saturday, Sunday, or holidays. Reasonable extensions may be mutually agreed upon.

16.6 **ARBITRATION:**

- (a) In the event grievances are not resolved in accordance with the provisions of Section 16.3 and 16.4 above, NFFE 1627 may refer the grievance to arbitration. The request for arbitration will be valid only if signed by the Union President and filed with the personnel office within fifteen (15) work days of the receipt of the decision in Section 16.4.
- (b) Within five (5) work days from the date of receipt of a valid arbitration request, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons

qualified to act as arbitrators. A brief statement of the nature of the issue in dispute will accompany the request, to enable to Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement or stipulation. In the event that the entire agreement is not available, a verbatim copy of the provisions relating to arbitration shall accompany the request. The parties shall meet within three (3) work days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The grievant may withdraw his grievance at any time prior to or after actual convening of a hearing or submission of the case to the arbitrator.

- (c) The arbitrator's fees and expenses shall be borne equally by the Employer and the Union. The fee and other costs shall not exceed those 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.
- (d) The process to be utilized by the arbitrator may be one of the following:
  - 1) "a stipulation of facts to arbitrator" can be used when parties agree to the facts of the issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., is jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
  - 2) "an arbitrator inquiry" can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he deemed necessary (e.g., inspecting work sites, taking statements, etc.).
  - 3) "a submission to arbitration hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.
- (e) If the parties cannot agree on the process, the arbitrator shall decide the process, except that if no one party requests a hearing, then the arbitration hearing will be the process utilized.
- (f) The arbitrator will be requested to render his decision and remedy to the Employer and the Union as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

- (g) The arbitrator shall have the authority to define the explicit terms of this agreement as set forth. He shall have no authority to add or modify any term of this agreement. The arbitrator's decision shall be final and binding; and his remedy shall be effected in its entirety, to the extent that it is not limited by statute or higher level regulations.
- (h) Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to arbitration under that agreement, may be referred to the Assistant Secretary for decision.
- (i) Within ten (10) days after receipt of the arbitrator's decision, the parties to the arbitration will notify one another in writing whether or not they are filing for an exception to the Federal Labor Relations Council (FLRC) in accordance with council procedures. An exception to the arbitrator's decision must be filed with FLRC within twenty (2) calendar days following receipt of the award. If no exception is filed, the arbitrator's decision and remedy will be effected immediately.

#### ARTICLE XVII – DISCIPLINARY ACTIONS

- 17.1 In all cases of proposed disciplinary actions having an adverse impact, the employee will be given the opportunity to reply orally or in writing or both, using the assistance of a NFFE 1627 representative, if desired, in making his reply.
- 17.2 In all cases of written disciplinary action taken by NTIS against any employee covered by the agreement, the NFFE 1627 shall be notified of the action taken by the NTIS as soon as possible after the employee is notified, unless the employee certifies in writing that NFFE 1627 shall not be notified.
- 17.3 Prior to making a determination that a proposed notice of disciplinary action, adverse action or letter of reprimand is indicated as warranted; the immediate supervisor may undertake preliminary investigations and discussions with the employee concerned. Employees of the Unit are entitled to NFFE 1627 representation of all investigations or discussions beginning with the period at which the adverse action, disciplinary action or letter of reprimand becomes formal. NTIS will acquaint the employee of his right to representation in all instances.
- 17.4 In the event an employee is issued formal notice of proposed disciplinary action, the appropriate official, upon the employee's request within the prescribed time, shall hold a meeting with the employee for the purpose of discussing the matter. If the employee desires, he may be accompanied to the discussion by his NFFE 1627 representative or a fellow employee. Persons having pertinent information may participate as desired by the employee on time allowed. It is further agreed that upon the request of the employee necessary and pertinent records of NTIS as relied upon as the basis for the proposed disciplinary action shall be made available for review.

This provision does not apply in cases of emergency and situations within the scope of the Department's internal security practices.

- 17.5 In the event the employee is issued a notice of final decision on a disciplinary action which is unfavorable to the employee, such notice shall normally be delivered to the employee at least twenty-four (24) hours prior to the effective date of the disciplinary action. The action may be appealed or grieved, depending upon the nature of the action. However, appeals from adverse actions must be instituted at the NTIS level no later than 15 calendar days after the effective date of the action.
- 17.6 When an employee is advised of his right to grieve on disciplinary actions not covered by part 752 of the Civil Service Regulations, he shall also concurrently be advised of appeal rights (of any) to pursue the matter.
- 17.7 NTIS agrees that no personnel of the activity shall be assigned to perform work as a collection agent for debts allegedly due by an employee to any private individual or firm. Willful failure without sufficient excuse or reason to honor valid debts, including tax delinquencies, or court judgments, or to make and adhere to reasonable arrangements for settlement of such debts, will constitute grounds for disciplinary action by NTIS.

#### ARTICLE XVIII – SAFETY

- 18.1 **SAFETY RESPONSIBILITY:** The NTIS to the full extent of its authority will provide a safe work place for its employees and comply with applicable Federal, State and local laws and regulations relating to safety. Each supervisor will take prompt and appropriate action to correct any unsafe condition or action which is reported to him.
- 18.2 **FUNCTIONS:** To assist in the positive implementation of the program, a joint employee-management safety committee will be established. The committee will consist of the Assistant Director, Operations Division, or his representative (who shall be the chairman), the Safety Officer, and two designated representatives from NFFE 1627, or their alternates, one from each building.

To assist with the positive implementation of safety, NFFE 1627 will cooperate in a program to encourage employees to practice safety. NFFE 1627 shall assist in reporting and correcting, where possible, negligent or intentional injury to a person or property, including unauthorized use of any equipment; negligence, or careless workmanship, habits in performance of duty which may result in safety hazards; or unhygienic practices which annoy or jeopardize the health of others.

The Committee, and any technical safety specialists required, will periodically inspect the NTIS facilities. Whenever an unsafe connection is reported, it will be the responsibility of the appropriate management official to promptly appraise the situation and initiate corrective action if needed.

18.3 PUBLICITY: In furthering the development of the NTIS safety program, the NTIS and NFFE 1627 will cooperate in the improvement of safety procedures by insuring the dissemination of information on the various safety activities to all employees.

#### ARTICLE XIX – EQUAL OPPORTUNITY

19.1 EQUAL OPPORTUNITY: The NTIS and NFFE 1627 agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of sex, race, creed, color, or national origin, and to promote the full realization of equal opportunity through a positive and continuing effort.

19.2 NON-DISCRIMINATION: It is agreed between the parties that in the policies and practices of NFFE 1627 there shall continue to be no discrimination against any employee because of age, sex, race, creed, color, or national origin, and NFFE 1627 invites all employees to share in the full benefits of employee organization membership.

19.3 FUNCTIONS: Through procedures established for employee-management cooperation, each party agrees to advise the other of outstanding equal opportunity problems of which they are aware. The NTIS and NFFE 1627 will jointly seek solutions to such problems through cooperative efforts.

#### ARTICLE XX – VOLUNTARY ALLOTMENT OF UNION DUES

20.1 Effective with the first pay period occurring after the execution of this agreement, the employer shall deduct union dues from the pay of all employees who voluntarily authorize such deduction and who are employed within the appropriate unit for which the union hold exclusive recognition, in accordance with the provisions set forth herein.

20.2 Union dues (the regular, periodic amounts required to maintain an employee in good standing in his union) shall be deducted by the agency from the employee's pay each payroll period when the following conditions have been met:

- (a) The employee either is a member in good standing of his union, or has signed up for membership in his union, subject to the payment of his first month's dues through voluntary allotment as provided herein.
- (b) The employee's earnings are regularly sufficient to cover the amount of the allotment.
- (c) The employee has voluntarily authorized such a deduction on Standard Form (SF) 1187 supplied by the union.
- (d) The Treasurer of NFFE 1627 has completed and signed Section A of such form on behalf of the union.
- (e) Such completed form shall be transmitted to the Payroll Office of the agency.

- 20.3 The Union shall supply to the employees involved Standard Allotment Form 1187. The union shall be responsible for the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of the Union's regular dues to be deducted biweekly each pay period.
- 20.4 Deduction of dues to the Union shall begin with the first pay period which begins after receipt of properly completed and signed Standard Form 1187 by the Payroll Office of the employer.
- 20.5 The amount of union dues to be deducted each biweekly pay period on behalf of the union shall remain as originally certified to on such allotment forms by its authorized union official until a change in the amount of such deduction is certified to by the authorized official of the union and such certification of change is duly transmitted to the Payroll Office of the employer.
- 20.6 Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment for such employee per biweekly pay period shall become effective with the deduction allotment made on the first pay period beginning after receipt of the Notice of Change by the Payroll Office of the agency or a later date if requested by the union. Changes in the amount of the union's dues shall not be made more frequently than once each twelve (12) months.
- 20.7 An employee's voluntary allotment for payment of his union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:
- (a) Loss of exclusive recognition by the union.
  - (b) Transfer of the employee outside of the union's recognized bargaining unit.
  - (c) Separation of the employee for any reason, including death or retirement.
  - (d) Receipt by the Employer or notice that the employee has been expelled or has ceased to be in good standing of his union.
- 20.8 An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the payroll office of the employer a Standard Form 1188 properly executed in duplicate by the individual employee. At termination of allotment under this section shall be effective with the first full pay period following either March 1 or September 1, whichever is the earlier provided the revocation is received by the Payroll office of the agency by such date. Upon receipt in duplicate of any such properly executed Standard Form 1188 (or individual substitute) by the appropriate official of the employer, such official shall immediately transmit the duplicate of such form to the union through the Treasurer of the Union.

- 20.9 The union having members of voluntary allotment of their union dues shall promptly notify the Payroll Office of the agency in writing when any such member of the union is expelled or for any reason ceases to be a member in good standing. Such notices from the union shall be transmitted to the Payroll office of the agency.
- 20.10 The agency through its Payroll office shall transmit to the Treasurer of the union within three (3) working days after each payday, the following:
- (a) A list in duplicate for the union identifying the union by name and local number and shall list the name and social security number of each employee member of the union on voluntary allotment, and the amount of the allotment deduction made for each such employee member. Each such list shall include the total monetary amount of all such allotment deductions made from the members of the union together with the total number of each allotment deduction. Each such list shall also include any allotment deductions which are terminating with the pay period covered and the reason for each such termination.
  - (b) A check drawn on the Treasury of the United States and made payable to the union in an amount equal to the grand total of all such monetary allotment deductions made less two cents for each deduction.
- 20.11 This Agreement for voluntary allotment of union dues shall become effective with the effective date of the currently negotiated agreement between the agency and the union and shall continue in full force and effect for as long as the union continues to be recognized by the agency on an exclusive recognition basis for the employees involved. It may be amended or modified by the agency and the union from time to time by mutual agreement of the agency and the union as may be required to appropriately reflect changes made in the regulations and directives pursuant to which it was negotiated.

#### ARTICLE XXI – USE OF OFFICIAL FACILITIES AND SERVICES

- 21.1 **FACILITIES:** The NTIS agrees to provide suitable space at the work stations of the Union President and Secretary-Treasurer for the storage of NFFE 1627 records. Applicable supervisors will provide for suitable privacy, when necessary, for discussions between NFFE 1627 representatives or stewards and individual employees. The NTIS agrees to make available sufficient facilities, including normal utilities, for NFFE 1627 meetings outside regular working hours. NFFE 1627 will submit requests for union meeting facilities in advance to preclude space scheduling conflicts. NFFE 1627 will assume responsibility for the proper care and use of the space so made available.

Matters considered to be of mutual interest include those relating to pay, working conditions, work schedule, employee grievance procedures, performance ratings, adverse action appeals, bureau policy and this agreement.

#### ARTICLE XXIII – ORIENTATION

- 23.1 All new employees in the unit shall be informed that NFFE 1627 is the exclusive representative of employees. They shall be furnished a copy of this agreement and informed that a list of the officers and representatives of NFFE 1627, including the names and work areas of NFFE 1627 Chief Steward and Shop Stewards referred to in Article 2.6 of this agreement, is posted on the official bulletin boards.
- 23.2 The President of NFFE 1627 shall be furnished information as follows regarding all new employees:
- (a) Full name
  - (b) Position and graded
  - (c) Duty station and location
  - (d) Date entered on duty
- 23.2 Representatives of NFFE 1627 shall be afforded, during working hours, an opportunity to confer and consult with new employees to inform them on the scope of union activities at NTIS, Springfield, Virginia.
- 23.3 Management and supervisors' briefings will be held to review the agreement and the methods and the means of implementation.

#### ARTICLE XXIV – EMPLOYEE SERVICES

- 24.1 LUNCHEON FACILITIES: The NTIS will provide the unit employees with a suitable area in which to eat their lunch undisturbed. NTIS reserves the right to make announcements.

#### ARTICLE XXV – CONTRACTING OUT SERVICES

- 25.1 CONTRACTING OUT FUNCTIONS: NFFE 1627 shall be consulted prior to contracting out any NTIS functions.

#### ARTICLE XXVI – DISTRIBUTION

- 26.1 COPIES: The NTIS shall make prompt distribution of copies of this agreement, and of any amendments of or supplements to this agreement, to all employees in the representation unit, to their supervisors, and to all other interested management officials. In addition, twenty-five (25) copies shall be furnished to NFFE 1627.

In Witness whereof the parties hereto have caused this basic employee-management cooperation agreement to be executed on this 1<sup>st</sup> day of November 1974.

AMENDMENT TO NEGOTIATED AGREEMENT OF NOVEMBER 1, 1974  
PERFORMANCE APPRAISAL CYCLE

1. Bargaining Unit employees will receive a performance appraisal for the period ending March 31, 1992.
2. A new appraisal period will begin April 1, 1992, and end September 30, 1992. There will be a formal mid-point review. Thereafter, the appraisal cycle will run from October 1 through September 30 each year.
3. NTIS will implement the same policies regarding performance, including eligibility for performance awards, for both appraisals occurring during fiscal year 1992. The scheduling and completion of the appraisal cycle ending September 30, 1992 will be independent of the appraisal cycle for the period ending March 31, 1992.

APPROVAL:

[REDACTED]

Associate Director for Policy, Planning and Administration  
NTIS

Date: October 8, 1991

[REDACTED]

President, NFFE Local 1627

Date: October 15, 1991

NEGOTIATED AGREEMENT

PARTIES: NATIONAL TECHNICAL INFORMATION SERVICE, DEPARTMENT OF  
COMMERCE

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL 1627

SUBJECT: GRIEVANCE AND ARBITRATION PROCEDURES

THIS AGREEMENT BETWEEN THE PARTIES SERVES TO AMEND THE NEGOTIATED  
AGREEMENT BETWEEN THE PARTIES OF NOVEMBER 1, 1974. THE ORIGINAL  
ARTICLE XVI OF THE NOVEMBER 1, 1974 CONTRACT IS REPLACED BY THE  
ARTICLES HEREIN AGREED TO AND IDENTIFIED AS ARTICLE XVI, GRIEVANCE  
PROCEDURE AND ARTICLE XVII, ARBITRATION.

ARTICLE XVI  
Grievance Procedure

Section 1

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Administration.

The Administration 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 maintain the efficiency of the Administration. To accomplish this, the parties will attempt to settle grievances expeditiously and at the lowest level of supervision. Employees and their representatives will be free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 USC and this Agreement, in seeking adjustments of grievances.

The 1985 negotiated grievance-arbitrability procedure shall govern resolving the inconsistencies of other articles not yet reopened in the Agreement.

Section 2

In cases where an employee disagrees with a supervisor order he/she shall comply with the order and then consider filing a grievance, except where following the order will result in:

- (a) Health or safety dangers;
- (b) Violations of the law, rules, or regulations; or
- (c) Other such compelling situations.

Section 3- Coverage and Scope

A. A grievance means any complaint:

- A. By an employee or employees concerning any matter relating to the employment of employees.;
- B. By the union concerning any matter relating to the employment of employees; or
- C. By any employee, the Union or the Administration concerning:
  - a. The effect or interpretation, or a claim of breach of this collective agreement; or
  - b. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

B. Complaints, appeals and grievances on the following matters are excluded from the scope of this procedure:

1. Those matters concerning:
  - a. Any claimed violation of 5 USC Chapter 73, Subchapter III, relating to prohibited political activities;
  - b. Retirement, life insurance, or health insurance;
  - c. Suspension or removal for reasons of national security;
  - d. Any examination, certification, or appointment;
  - e. The classification of any position which does not result in the reduction of grade or pay of an employee;
  - f. Termination of an employee during the probationary period;
  - g. Non-selection for promotion from a group of properly ranked and certified candidates; or
  - h. Any “proposed” actions under CFR, Title V Parts 752, adverse actions, and 432, reduction in grade and removal of an employee based on unacceptable performance (actions taken under CFR, Title V, Parts 752 and 432 may be grieved).
  
2. The parties, by mutual consent, may consolidate employee grievances at any step, when an employee or employees file separate grievances which present the same or similar issues. The time period for a decision on a consolidated grievance will be within 10 working days of the date that the latest grievance was received or of the date when a Step 1 or Step 2 decision was or should have been issued on the latest grievance. The failure of either party to agree to consolidate grievances when there are four or more grievances which present the same or similar issues shall be subject to arbitration.

#### Section 4

A grievance may be initiated by employee(s) covered by this Agreement and/or their Union representative, the Union of the Administration. This procedure shall be the exclusive procedure to be utilized in adjusting grievances. The Union or a Union approved individual shall be the only employee representative.

#### Section 5

An employee(s) may present a grievance on his/her own behalf without a Union representative. In such situations, the Union shall have the right to have a representative present. That representative must limit his/her comments to issues having to do with protecting the interests of the bargaining unit and making sure the contract is being enforced. The employer and supervisor can continue to discuss other matters without resolution of the issue raised by the Union representative. The final adjustment must be consistent with the terms of this Agreement.

#### Section 6

Except as covered in Section 9, a written grievance must be received by the employee’s immediate supervisor within 15 working days after the occurrence of the incident or even from which such grievance arose, or the date the employee first became aware of the matter. Failure to

meet this time limit waives the right to grieve. Once the employee and/or Union elect to file a grievance under this Article, that specific incident raised in the grievance may not be raised or pursued under any other procedure or subsequent grievance.

A. Step 1.

A grievance must be presented to the lowest level supervisor who has authority to resolve the issue. The employee's written presentation must identify matters and issues which form the basis of the grievance and the personal relief sought. The receiver of the grievance may refer the grievance back to the employee when unsure of the issues grieved and/or the relief requested in the grievance. Consideration of the grievance at all levels shall be limited to those matters and issues contained in the written Step 1 presentation. Any matters and issues which are not contained in the Step 1 presentation cannot be considered by the Step 2 official or the arbitrator. Within 10 working days from receipt of the grievance, or the date of the meeting held in accordance with paragraph C of this section, whichever is later, the Step 1 official will issue a decision in writing, either granting, modifying, or denying the relief requested. The decision will notify the employee of the name and location of the Step 2 official with whom to proceed if necessary.

B. Step 2.

The employee may appeal the Step 2 official within 10 working days after the Step 1 decision was or should have been issued. The Step 2 official will be the next higher level over the Step 1 official. Failure by the Union or employee to file a timely appeal automatically terminates the grievance. Within 10 working days from receipt of the grievance, or the date of the meeting held in accordance with paragraph C of this section, whichever is later, the Step 2 official will issue a decision in writing to the employee either granting, modifying, or denying the relief requested.

C. Upon request, the Step 1 or Step 2 official or designee will meet with the employee and/or representative within five working days of receipt of the grievance to discuss the grievance.

D. Step 3.

The employee may appeal to the Step 3 official, within 10 working days after the Step 2 decision was or should have been issued. The Step 3 official will be the next highest level over the Step 2 official but will not be at a level lower than Office Director. Failure by Union or employee to file a timely appeal automatically terminates the grievance. Within 10 working days from receipt of the grievance the Step 3 official will issue a decision in writing on the grievance disposition form to the employee either granting, modifying, or denying the relief requested.

- E. Any grievance not satisfactorily settled through the negotiated grievance procedure may be referred by the Union or Management to arbitration as provided for in this Agreement.
- F. All time limits in this Article may only be extended by mutual written consent.
- G. Failure of the Administration to observe the time limits stated in this grievance procedure shall, at the election of the grievant, advance the grievance to the next step. This election must be made within 10 days of the date of which the decision should have been made.
- H. Grievance decisions will be served directly upon the employee either by mail or in person with a copy to the union representative. The grievant's signature does not indicate acceptance or rejection of the decision. Proof of service shall be: (1) a return post office receipt executed by the person served; or (2) a written acknowledgement from the person served when hand delivered.

## Section 7

Issues between Local Union and Local Management shall be raised in writing within 15 working days of the incident giving rise to the issue or the date the moving party became aware of it. The issue shall be discussed informally within 10 working days between the Local Union representative and the office manager or designee. An answer shall be issued within 10 working days after a decision is issued by the charged party or if no decision is issued within 20 working days after the written complaint is initiated.

## Section 8

An employee affected by a prohibited personnel practice under 2302.b.1 of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated grievance procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a written complaint under the statutory Equal Employment Opportunity (EEO) procedure. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to 5 USC 7702 in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Before filing a grievance which alleges discrimination under Section 6 of this agreement, the employee shall first discuss the allegation with an EEO Counselor. This discussion must be within 30 calendar days after the event causing the allegation. The counselor shall have 21 calendar days to resolve the matter informally. If the counselor is unsuccessful, he/she shall give the employee a written notice outlining the employee's right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure.

If the employee elects to file under the negotiated procedure, he/she shall proceed under Section 6 of this Article within 10 working days and must attach a copy of the counselor's notification to the grievance. The EEO Counselor will advise the employee with whom the grievance may be initially filed. For the purpose of this Section, Step 1 official is the official who took the action which gave rise to the allegation of discrimination of his/her designee. If this official is also the Step 1, 2, or 3 official identified in Section 6, the grievance will be entered at that step of the grievance procedure. If the official is the Step 3 official or higher, that official will have 15 working days to attempt to resolve the matter and issue a decision. If the matter is not resolved, the grievant will have 5 workdays to elect to have the matter reviewed by a higher appropriate authority identified by the Administration. The official will have 25 work days to either resolve the matter or render a final decision. If the matter is unresolved after this Step, the union may proceed to arbitration in accordance with this Agreement.

## ARTICLE XVIA – ARBITRATION

### Section 1

In the event grievances are not resolved in accordance with the provisions of Section XVI, NFFE 1627 may refer the grievance to arbitration. The request for arbitration will be valid only if signed by the Union President and filed with the personnel office within fifteen (15) work days of the receipt of the decision in Section XVI.

### Section 2 – Selecting an Arbitrator

- A. Within fifteen (15) work days from the date of receipt of a valid arbitration request, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issue in dispute will accompany the request, to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement or stipulation. In the event that the entire agreement is not available, a verbatim copy of the provisions relating to arbitration shall accompany the request. The parties shall meet within 10 working days after the receipt of such list to select an arbitrator.
- B. The determination of which party shall strike first from the list will be determined by the flip of a coin. After each party has struck three names from the list, the remaining person shall serve as the arbitrator. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list.

By mutual consent, the parties may ask FMCS to resubmit a second list of arbitrators if the first contains the names of arbitrators who do not have a qualified background to hear the case.

### Section 3

The grievant may withdraw his/her grievance at any time prior to or after actual convening of a hearing or submission of the case to an arbitrator.

#### Section 4

The arbitrator's fees and expenses will be borne equally by the Employer and the Union. The fee and other costs shall not exceed those 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 5

The process to be utilized by the arbitrator may be one of the following:

- A. "A stipulation of facts to arbitrator" can be used when both parties agree to the facts of the issues and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., is jointly submitted to the arbitrator with a request for a decision based upon the facts presented;
- B. "An arbitrator inquiry" can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he deemed necessary (e.g., inspecting work sites, taking statements, etc.); or
- C. "A submission to arbitration hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

If the parties cannot agree on the process, the arbitrator shall decide the process, except that if one party requests a hearing, then the arbitration hearing will be the process utilized.

#### Section 6

The arbitrator will be requested to render his/her decision and remedy to the Employer and the Union as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

#### Section 7

The arbitrator shall have the authority to define and interpret the explicit terms of this Agreement as set forth. The arbitrator shall have no authority to add or modify any term of this Agreement. The arbitrator's decision(s) shall be final and binding; and that remedy shall be effected in its entirety, to the extent that it not be limited by statute or higher level regulations.

#### Section 8

In the event either party should declare a grievance non-grievable or non-arbitrable, the issue of grievability or arbitrability is subject to arbitration. The employee agrees to raise the question of grievability or arbitrability of the grievance no later than the time the Step 3 decision is given.

## Section 9

“The arbitrator’s decision shall be final and binding subject only to review by appropriate authority under law. Either party may appeal the arbitrator’s award to the Federal Labor Relations Authority (FLRA) in accordance with FLRA regulations, or where applicable to the US Court of Appeals, Court of Claims, or Merit Systems Protection Board. Nothing herein is meant to preclude either party from requesting clarification from the arbitrator of his or her decision”.

NTIS-NFFE Negotiated Grievance Form

Section 1:

To be completed by the grievant and submitted to the lowest level supervisor who has authority to grant the corrective action desired.

Name:

Title/Grade:

Organization:

Phone Number:

What is your complaint? (Be as specific as possible. Attach additional pages and documentation, as necessary.)

If known, state the interpretation, application or violation of the NTIS/NFFE Agreement, NTIS directives, policies, etc., which this grievance involves.

On what date did this act or incident occur? Or when did you first become aware of this act or occurrence?

What corrective action or remedy do you desire? (Be as specific as possible.)

You have a right to elect a representative at any time. If you have a representative, please provide the following information:

Representative Name:

Title:

Address:

Phone Number:

Negotiated Grievance Form (continued)

Section 2:

To be completed by the Step 3 official.

Date Grievance Received:

The following is my decision on the grievance described in Section 1 of the Negotiated Grievance Form. (Attach additional pages, as necessary.)

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Signature/Title

Date

Section 3:

To be completed by NFFE

The Step 3 decision is not acceptable for the following reasons. (Attach additional pages, as necessary.)

The grievance shall be submitted to arbitration in accordance with Article XVIA of the Agreement.

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Signature/President of NFFE Local 1627

Date