

# AGREEMENT



HEADQUARTERS, FEDERAL TRADE COMMISSION

&

LOCAL 2211, AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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## **PREAMBLE**

The Headquarters of the Federal Trade Commission (hereinafter referred to as the Employer) and Local 2211 AFGE (hereinafter referred to as the Union) agree that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency. The Parties also agree that the well-being of Employees and efficient administration of the Government are benefitted by providing Employees an opportunity to participate through collective bargaining by their authorized representatives on policies and practices affecting conditions of their employment.

The Parties further agree that the participation of Employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials. Subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the labor organization and agency management.

With the foregoing in mind, and in accordance with the provisions of the Civil Service Reform Act of 1978 (as codified in Chapter 71, Title 5, U.S.C.) and other applicable laws, rules, regulations, and policies, the Parties enter into this agreement which shall constitute a collective bargaining agreement between the Employer and the Union.

## **ARTICLE I - Definitions**

The following terms are defined for the purpose of this Agreement:

1. Amendments - modifications of the basic agreement to delete or change portions, sections or articles of the agreement.
2. Authority - the Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.
3. Bargaining Unit - those employees located in the Headquarters of the Federal Trade Commission identified by the Federal Labor Relations Authority as being represented by Local 2211, AFGE. The bargaining unit consists of all full-time and part-time non-professional and technical employees in permanent positions or temporary appointments of 90 days or more. It does not include temporary employees with appointments less than 90 days, professionals, supervisors, management officials, employees engaged in personnel work in other than a purely clerical capacity, guards, and confidential employees.
4. Detail – the temporary assignment of an employee to a different position for a specified period with the employee returning to his or her regular duties at the end of the detail.
5. Employee - individual in the bargaining unit represented by the Union.
6. Employer or Management - the Headquarters of the Federal Trade Commission located in the metropolitan Washington, D.C. area.
7. Grievance – any matter of concern or dissatisfaction regarding personnel policies, practices or working conditions.
8. Impasse - the inability of representatives of the Employer and the Union to arrive at a mutually agreeable position concerning negotiable matters through the negotiation process.
9. Negotiation - bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.
10. Management official - any representative of the agency having the authority and/or responsibility for administering the terms of this agreement.
11. Parties - the Union and the Employer.
12. Table of Changes - an index documenting changes affecting or supplementing the contract throughout its duration.
13. Union - Local 2211, American Federation of Government Employees, AFL-CIO.
14. Union Official or Representative - a duly elected or appointed official of the bargaining unit, including stewards.

## **ARTICLE II - Recognition**

Section 1. The Employer recognizes Local 2211 of the American Federation of Government Employees as the exclusive representative of all employees in the bargaining unit.

Section 2. If the Union becomes certified as the exclusive representative for any other employees employed by the Federal Trade Commission not covered by this Agreement, this Agreement shall extend automatically to all employees covered by that certificate of recognition if agreed to by the Parties. If the Parties do not agree to extend the Agreement in full, any disputed subjects will be negotiated.

## **ARTICLE III - Rights and Obligations**

### **A. Management Rights/Obligations**

Section 1. The Parties shall abide by all existing and future laws and regulations of the Office of Personnel Management and other appropriate authorities, including policies set forth in the Federal Personnel Manual, as they apply to employees covered by this Agreement.

Section 2. In prescribing policies relating to personnel procedures, practices and working conditions, Management recognizes its obligations as imposed by this Agreement. The Employer retains the right, not subject to negotiation, to determine the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work. The Employer retains its Management Rights in accordance with applicable laws and regulations, including the right to:

- A. Determine the mission, budget, organization, number of Employees, and internal security practices of the Employer.
- B. Hire, assign, direct, lay off, and retain Employees in the Federal Trade Commission, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees.
- C. Assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted.
- D. Make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source.
- E. Take whatever actions may be necessary to carry out the Federal Trade Commission's missions during emergencies.

Section 3. Employees shall have and shall be protected in the exercise of the right, freely, and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity. Except as expressly provided herein or in the Statute, the freedom shall extend to participation in the management of the Union and acting for it in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Section 4. There shall be no restraint, interference, coercion, reprisal, or discrimination against a Union representative arising out of his or her official representational duties.

## **B. Employee Rights/Obligations**

Section 1. The Employer and the Union agree to respect the rights granted each Employee under Chapter 71, Title 5, U.S.C., to form, join, or assist any labor organization, or to refrain from any such activity, freely, and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such rights. Except as otherwise provided in Chapter 71, Title 5, U.S.C., such rights include the right:

- A. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.
- B. to engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees, and,
- C. to be represented by the Union at any examination of the Employee(s) by a representative of the Employer in connection with an investigation if:
  - (1) the Employee reasonably believes that the examination may result in disciplinary action, and,
  - (2) the Employee requests representation.

Each July, Management will notify Employees in writing of their Weingarten Rights.

## **C. Union Rights/Obligations**

Section 1. Management will consult with the Union regarding any changes in working conditions as required by law or regulation.

Section 2. The Union has a right to be represented at any formal discussion held by the Employer and involving one or more Employees or Union representatives concerning grievances, personnel practices or working conditions.

Section 3. The Union shall not:

- A. Interfere with, restrain, or coerce an Employee in the exercise of his rights assured by law, regulation, or this Agreement.
- B. Cause or attempt to cause the Employer to discriminate against any Employee in the exercise by the Employee of any right under the Statute.
- C. Coerce, attempt to coerce, or discipline, fine, or take other economic sanction against an Employee as punishment, reprisal, or for the purpose of hindering or impeding work performance, productivity, or the discharge of duties owed as an officer or Employee of the United States.

- D. Discriminate against an Employee with regard to the terms or conditions of membership in the Union because of race, color, creed, national origin, sex, age, civil service status, political affiliation, marital status, or handicapping condition.
- E. Fail to or refuse to cooperate in impasse decisions as required by the Statute.
- F. Refuse to consult, confer, or negotiate with the Employer as required by the Statute.
- G. Call, condone, or participate in a strike, work stoppage, slowdown, or picketing, if such picketing interferes with the Employer's operations.

Section 4. The Union shall not deny membership to any Employee except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership.

The Union is responsible for representing the interests of all Employees in the unit without discrimination and without regard to labor organization membership.

## **ARTICLE IV - Leave**

### **A. General**

Section 1. It is the policy of the Employer to be consistent with laws, rules and regulations as they apply to the use of leave.

Section 2. Abuse of leave, including repeated tardiness, may serve as the basis for disciplinary action up to and including termination.

### **B. Annual Leave**

Section 1. Consistent with applicable regulations and agency policy, annual leave is provided to permit Employees to take periodic vacations and for other personal or emergency reasons.

Section 2. Employees are entitled to use their annual leave, but the Employer reserves the right to establish when the leave may be used according to work needs.

Employees will attempt to schedule annual leave of five or more consecutive workdays as early as possible in the calendar year. Normally, Employees will request annual leave of less than five consecutive workdays at least two work days in advance. If the advanced scheduling of annual leave is not possible until the day of the leave because of an emergency, the Employee will contact the supervisor or designee within one hour after the Employee's scheduled reporting time or as otherwise specified by the supervisor. Unscheduled annual leave (annual leave not scheduled in advance) will be held to a minimum to prevent work disruptions.

Section 3. If the Employee does not provide acceptable justification for unscheduled annual leave, Management may place the Employee in an absence without leave status (AWOL). If Management possesses facts to indicate that the Employee is abusing annual leave, Management may place the Employee on documented annual leave restriction.

Section 4. Management will review an Employee's annual leave record no later than six months after the effective date of any annual leave restriction and remove the restriction if Management determines that the Employee is no longer abusing annual leave.

Section 5. Priority scheduling annual leave will be based on the date of request and work needs.

If a conflict over leave scheduling arises, the Employee will meet with the supervisor to attempt to resolve the conflict before the Employee files a grievance through the procedures set forth in this Agreement. If rescheduled leave resolves the conflict to the Employee's satisfaction, no grievance will be filed.

### **C. Sick Leave**

Section 1. Consistent with applicable regulations and agency policy, sick leave is provided for Employees who are incapacitated for duty for reasons of illness, or medical examinations, or who must care for a family member with a contagious disease. A female Employee may use sick leave for medical reasons due to pregnancy.

Section 2. An Employee is entitled to use sick leave for absences from duty for reasons stated above. When the use of sick leave can be scheduled in advance, e.g., for routine medical or dental appointments, the Employee will do so. When advance scheduling of sick leave is not possible, the Employee will contact the supervisor or designated individual within one hour after the Employee's scheduled reporting time, or as otherwise specified by the supervisor. In the event of an emergency, the Employee will contact the office as soon as possible.

Section 3. Management may require medical certificates or other evidence administratively acceptable for absences in excess of three consecutive workdays. If Management possesses facts to indicate that the Employee is abusing sick leave, Management may place the Employee on documented sick leave restriction and require medical certificates for any sick leave absences.

Section 4. Management will review an Employee's sick leave record no later than six months after the effective date of the restriction and remove the sick leave restriction if Management determines the Employee is no longer abusing sick leave.

Section 5. If a conflict over the advance scheduling of sick leave (e.g., for medical examinations, treatments, etc.) arises, the Employee will meet with the supervisor to attempt to resolve the conflict before the Employee files a grievance through the procedures set forth in this Agreement. If rescheduled leave resolves the conflict to the Employee's satisfaction, no grievance will be filed.

Section 6. Subject to law and regulations, an Employee who has a serious disability or disease may draw on anticipated sick leave accruals if the leave needed for the disability or disease surpasses current sick leave accumulation. A maximum of 30 days of sick leave may be advanced under these circumstances. Requests for advanced sick leave must be made in accordance with established FTC administrative procedures.

### **D. Leave for Maternity-Paternity Purposes**

Section 1. A female Employee unable to work because of pregnancy or confinement will be entitled to approved absence from duty (sick leave, annual leave, or leave without pay consistent with regulation and as specified in this Agreement). Normally, such absence will not exceed four months unless supported by a doctor's certificate that the Employee continues to be incapacitated for medical reasons.

Section 2. Annual leave or LWOP may be granted to a male Employee for paternity reasons (i.e., to care for a minor child or children or for the mother of his newborn child while she is incapacitated for medical reasons related to pregnancy or childbirth). Normally, such leave will not exceed 80 hours. The procedures set forth in this Agreement for requesting and approving leave also apply to leave for paternity reasons.

## **E. Overtime**

Section 1. Supervisors reserve the right to make overtime assignments consistent with mission and job requirements. Employees assigned to overtime work will be given as much advance notice as possible. Consistent with applicable FTC policy, Employees whose rate of basic pay is equal to or less than the maximum rate of GS-10 shall receive overtime pay for all approved overtime work unless the Employee requests compensatory leave in lieu of overtime pay. Employees may be required to work overtime unless excused by the supervisor. However, if an Employee asks to be excused from overtime, the supervisor will attempt to accommodate the Employee's request provided that another qualified Employee is available and willing to work overtime. When overtime is required for a job, preference will be given to the incumbent performing the work as a regularly assigned duty in the area where the need for overtime occurs and to other Employees who indicate interest in and availability for overtime assignments. An Employee called back to work to perform unscheduled overtime duty will receive compensation for at least two hours of overtime.

Section 2. Representational activities will not be conducted by Union Stewards who are in a compensable overtime status or with Employees who are in a compensable overtime status unless the activities involve situations of immediate concern (e.g., possible disciplinary action or a health or safety problem).

## **F. Alternative Work Schedule**

Section 1. The purpose of the Alternative Work Schedule (AWS) is to aid in the recruitment of new staff, help maintain good morale, and retain valued Employees by providing a flexible work scheduling program. This section establishes and sets forth the FTC policy and procedures on AWS.

Section 2. The Commission's policy is to accomplish the agency mission and maintain the quantity and quality of work while accommodating individual Employee schedule needs to the extent possible. The accomplishment of the agency mission is of paramount importance and is the deciding factor in determining which positions may participate in some form of AWS. When a conflict occurs between mission accomplishment and an individual schedule, the mission must take priority. Within these parameters, the work scheduling needs of individual Employees will be accommodated to the fullest extent possible, using any or all of the possible options described within this document.

Section 3. This section applies to:

- (A) permanent Employees;
- (B) temporary Employees with appointments over 90 days; and,
- (C) full-time and part-time Employees

Section 4. Authority to offer the following forms of AWS is delegated to the Commissioners, Regional Directors, Bureau Directors, and Office Heads and may be redelegated lower.

- A. 5-4/9 - Consists of eight 9 ½ hour days, one 8 ½ hour day, and one day off in each pay period, with Employee requesting a specific starting time.

- B. Gliding - Within flexible bands, Employee may vary starting time without prior notification or approval of supervisor (permissible amount of gliding may be determined by each supervisor as long as Employees are at work the required 8 ½ or 9 ½ hours a day).
- C. Flexitour - Employee preselects starting time; may modify schedule with prior notification and approval of supervisor.

#### Section 5. Hours and Days of Work.

- A. Standard Agency hours are 8:30 - 5:00.
- B. Parameters of daily hours when Employees may begin and end their work day may be established by each office.
- C. Normal lunch band 11:30 - 2:00.
- D. Core hours and Core days: Authority to determine delegated to Commissioners, Regional Directors, Bureau Directors, and Office Heads according to their particular organizational requirements, and if appropriate, may be delegated to lower organizational elements.
- E. Holidays: When an executive or administrative order closing the agency (e.g., a snow day) occurs on one of the Employee's regularly scheduled workdays, the Employee will be credited with administrative leave according to his/her regularly scheduled work hours for that day (e.g., 9-hour workday, 9 hours leave; 8-hour workday, 8 hours leave). When a holiday occurs on one of the Employee's regularly scheduled workdays the Employee will be credited with holiday leave which is 8 hours. The Employee's regular 8 hour day for that pay period will become a 9 hour day, unless the Employee requests 1 hour annual leave. When an Employee's regularly scheduled day off is a Monday and a holiday falls on that day, the Employee will be permitted to take off the following day. When an Employee's regularly scheduled day off is a Friday and a holiday falls on that day, the Employee will be permitted to take off the preceding day (Thursday). When an Employee's regularly scheduled day off is on a Tuesday, Wednesday, or Thursday and the holiday falls on that day, the Employee has the option of taking the day before or after off (with supervisory approval). A part-time Employee is not entitled to an "in lieu of" holiday if a holiday falls on the scheduled part-time non-work day.

Section 6. Control of the work schedules for Employees shall be established and monitored equitably by each supervisor, with major organizational component review and approval. These controls may include sign-in, sign-out sheets, schedules maintained by secretaries/timekeepers, bulletin boards showing days off and times out of the office, etc.

Section 7. Frequency and procedures may be established by each supervisor, with major organizational component approval. The frequency that change is permitted will be at least quarterly. Supervisors will respond promptly to Employee requests. If an hours change request is denied, an Employee may immediately submit a new request for different work hours within the same work schedule (e.g., compressed or regular). A request for the same hours previously denied may not be requested more frequently than established by the office, but that will be at least quarterly.

Section 8. If there is a conflict of schedules and an agreement cannot be reached, length of service at FTC may be used as a way to resolve the scheduling conflict. Organizations are encouraged to involve the Employees concerned in working out a practical solution to conflicts in scheduling.

Leave and overtime policies as described in the FTC Administrative Manual Chapters 600 and 650 continue to apply and must be followed.

Section 9. Time off during an Employee's basic work schedule is charged to the appropriate leave category unless the Employee is authorized compensatory time off or an excused absence. Employee will be charged leave in accordance with work hours scheduled (e.g., 9-hour workday = 9 hours leave; 8-hour workdays = 8 hours leave). Hours worked and/or charged to leave, holidays, etc., must total 80 during the bi-weekly pay period (for full-time Employees).

Section 10. Employees interested in working an AWS option must submit proposed schedules to their supervisors. Supervisors will review all the proposed schedules and determine, if individually and in the aggregate, they provide adequate personnel coverage and insure the effective and efficient functioning of the work unit. Supervisors will explain in writing the specific reasons an alternative work schedule is disapproved. If a change to compressed schedule from a regular schedule has been denied, the Employee may request again in 90 days.

Section 11. When an Employee on a compressed workweek schedule is required to travel, participate in a training course, or serve at a location where the hours of work are different than the Employee's schedule, the supervisor will make individual adjustments in the work hours on a case-by-case basis to ensure that there are 80 hours of work included in each pay period for Employees.

Where necessary, the supervisor may change an Employee's schedule to standard 8 hour days and/or a 40-hour week during critical work assignments requiring this adjustment, to correct work problems resulting from the compressed schedule, or where there is documented time and/or work schedule abuse. Employees will be notified as far in advance as possible when a change to the work schedule is required to satisfy operational priorities. Supervisors will withdraw, in writing, AWS work schedules from Employee for abuse or in instances when Employee's performance needs to be monitored more closely.

Section 12. Compensatory time for overtime is worked and compensated for with equivalent time off rather than pay. Unlike overtime pay, which is paid at 1 ½ the hourly rate of basic pay, compensatory time is substituted at an hourly rate of one hour compensatory time for each one hour spent at overtime work. Compensatory time may be approved in accordance with Administrative Manual Chapter 600.

Section 13. Overtime work under a compressed workweek may still be ordered and approved subject to overtime regulations. Overtime for 5-4/9 program Employees is defined as that work or duty time in excess of 9 hours in a 9 hour day or 8 hours in an 8 hour day, or more than 80 hours in a pay period that is authorized in accordance with existing statutes, regulations and FTC policies. An Employee may request compensatory time off in lieu of overtime pay as provided in law, regulation and FTC policy.

Section 14. Employees transferring from one FTC office to another will be required to obtain approval of their previous election from their new supervisor or make a new election at the time of transfer.

Section 15. Questions and disputes about this program should be directed to the Division of Personnel, Employee Relations and Development Branch (ER&D). The Union and the Division of Personnel, ER&D, at the request of either party, shall meet to settle disputes arising out of the implementation of this policy. The parties will discuss the facts and attempt to reach a mutually agreeable resolution to the dispute.

### **G. Unauthorized Absence**

An Employee who fails to report for duty and has not received supervisory approval for leave will be carried in an absent without leave (AWOL) status for timekeeping purposes. Such action on the part of a supervisor shall not be considered a disciplinary action, if the Employee provides a reason acceptable to the supervisor for the absence. If the reason is acceptable, leave will be charged to the appropriate leave account.

## **ARTICLE V -- Training and Career Development**

Section 1. The Union and the Employer recognize that training and career development are major tools in the development and maintenance of an effective and competent work force that will meet the needs of the agency and assist Employees to reach their full potential.

Section 2. Employees' written requests for training will be approved or denied within 30 days of receipt by the supervisor. Supervisors will apply these criteria when considering training requests: (1) availability of funds, (2) relationship of training to employees' job responsibilities, (3) conformance to applicable laws, regulations, and agency policies, and (4) organization priorities and extent of worksite disruption.

Section 3. Management will publicize training opportunities available to those Employees for whom the training is relevant by notices and bulletin board postings. The Union will encourage its members to attend in-house training and free courses advertised by Management and upon request, will assist Management in developing and improving such courses.

Section 4.

- A. Career development planning is primarily the Employee's responsibility. It is a continuing process and should conform to performance appraisal procedures.
- B. Career development planning includes consideration of: (1) training availability, (2) the Employee's current skills and educational background, (3) the Employee's educational and work goals, and (4) experience that will increase the likelihood of qualifying for advancement. Particular attention should be given to strengths and weaknesses related to the critical elements and performance standards of the Employee's current job.

Section 5. Upward Mobility - Subject to mission, budget, workyear ceilings, and hiring restrictions, Management will announce upward mobility positions agencywide during the life of this agreement. Management and the Union will work together to advertise the positions as widely as possible to help assure open competition.

## **ARTICLE VI - Equal Employment Opportunity**

Section 1. The Employer affirms its policy to conduct employment practices including selection, training and promotion, without prohibited considerations of race, color, religion, sex, age, national origin, or physical/mental handicap. The Employer strives for an integrated, diversified work force in which opportunities for employment and advancement are based on individual qualifications, performance, and contributions, and strives to integrate EEO into the personnel management process.

Section 2. In September of each year, the Union may propose changes to the Affirmative Recruitment Plan as it affects Employees. Management will give good faith consideration to all suggested changes proposed by the Union. In the event Management proposes changes in its Affirmative Recruitment Plan that would result in changes in conditions of employment for Employees, it will notify the Union of the proposed changes, and upon Union request, negotiate concerning the proposed changes. Negotiations will begin within 10 workdays after the Union requests negotiations over the changes in the Plan.

Section 3. The Employer agrees to submit a copy of the report to EEOC to the Union upon its completion and, upon request, to submit to the Union copies of other information prepared for submission to outside program authorities on employment by minority group designation and sex.

Section 4. The Employer will publicize and post on official bulletin boards the names and addresses of the Director of EEO and counselors. Each counselor will have a photograph posted.

Section 5. EEO Counselors will inform Employees seeking their services of their right to use the negotiated grievance procedure in lieu of the EEO complaint procedure.

Section 6. The Employer shall establish a Career Education Fellowship Program. Fellowships will be awarded under competitive procedures to permanent employees pursuing off-duty education in certain career fields for which underrepresentation exists in FTC. Eligibility for fellowships shall be restricted to employees in positions with promotion potential to GS-8 and below.

Candidates for fellowships will be selected on the basis of demonstrated interest in an announced career field, including past pursuit of educational goals; relevant work experience; past performance record; supervisory assessment of potential for career success; and projected time to completion of career qualifications. Fellowships will normally be awarded to candidates, whose career qualifications can be achieved in four years, including where appropriate, meeting all degree requirements of an accredited college or university.

Fellowships may vary in amount depending on the number of recipients, their course costs, and the stages of their educational development. The aggregate expenditure for fellowships may not exceed \$6,000 in any one fiscal year, and no one individual will be granted more than \$2,000 per year.

Fellowships shall be awarded for one-year renewable terms, the continuance or renewal of which shall be contingent on meeting the following conditions at all times:

- 1) Continuous pursuit of the course of study detailed in the IDP;
- 2) Satisfactory or better grade in all course work; and
- 3) Fully successful or better performance in current position.

## **ARTICLE VII - Merit Promotion and Internal Placement**

The purpose of this article is to ensure that bargaining unit position vacancies are filled consistent with merit principles.

### **A. Posting of Vacancies**

Section 1. Every position vacancy except those listed below will be advertised for at least ten (10) working days:

(A) Entry level clerical positions.

(B) Positions for which recurring or continuing vacancies exist, provided that announcements for such positions are periodically reissued, or brought to the attention of Employees at least annually so that they may have an opportunity to update their applications.

Section 2. Each vacancy announcement will contain at least the position title, series, grade and known promotion potential; the minimum number of vacancies to be filled; a qualification requirements summary; the organization and geographical location of the position, a brief description of the duties and responsibilities; how and where to apply; the opening and closing dates; and a statement that the selection will not be based on any non-merit factors.

Section 3. The Employer will provide the Union with copies of all vacancy announcements.

Section 4. During the posting period, another Employee may file an application for an Employee who is absent.

Section 5. The Employer is not required to use competitive procedures when accomplishing the following types of position changes:

(A) Career promotions when an employee was appointed or assigned by position change to any grade level below the established full performance level of the position (i.e., the position has a career ladder). This provision on applies to any Employee who entered the career ladder by:

- 1) Competitive appointment from a certificate of eligible or under direct hire authority;
- 2) Noncompetitive appointment under a special authority such as appointment of former ACTION volunteers or Peace Corps personnel;
- 3) Appointment or position change in accordance with the requirements of the Merit Promotion Plan; or
- 4) A position change in accordance with Reduction-in-Force regulations.

(B) Promotion based on reclassification when either:

- 1) No significant change occurs in duties or responsibilities and the position is upgraded due to issuance of a new classification standard or the correction of a classification error; or
- 2) The position is upgraded due to the accretion of additional duties and responsibilities when the following provisions are met:
  - (a) The Employee continues to perform the same basic functions of the former position and duties of the former position are absorbed into the new position;
  - (b) The new position has no known promotion potential; and
  - (c) The addition of the duties and responsibilities does not adversely affect another Employee; i.e., a supervisor may not take duties from one Employee and assign them to another resulting in one position being downgraded and the other upgraded.

(C) Transfer, reassignment or reinstatement to a position with no known promotion potential or the same promotion potential as the position currently held.

(D) Transfer or reinstatement to a grade previously held on a non-temporary basis under a non-temporary appointment in the competitive service except when the Employee was demoted for reasons related to performance or conduct.

(E) Placement as a result of priority consideration when referral was the remedy for candidates not given proper consideration in a competitive promotion action. Priority consideration extends only to the grade level for which consideration was lost.

(F) Reduction in Force (RIP) placement, under 5 CFR Parts 330 and 351 and PPM Chapter 351 to:

- 1) Positions that are no higher grade (or equivalent) and have no greater promotion potential than the position from which the Employee is separated; and
- 2) A grade no higher than that previously held on a non-temporary basis in the competitive service from which demoted under Part 351.

(G) Conversion of a cooperative education student to a career ladder position upon completion of an approved cooperative education program.

(H) Temporary promotion for 120 days or less.

- (I) Permanent promotion to a position held under temporary or term promotion or detail when:
  - 1) The assignment was originally made under competitive procedures;
  - 2) It was made known to all competitors at the time that it might lead to a permanent promotion; and
  - 3) The area of consideration provided an adequate number of well qualified candidates.
- (J) Promotion resulting from successful completion of a training program for which the Employee was selected competitively.
- (K) Detail to positions with known promotion potential for 120 days or less.

### **B. Rating, Ranking and Referring Applicants**

Section 1. Applicants will be rated and ranked on the basis of their qualifications as matched against the knowledge, skills, and abilities, and other valid indicators of the likelihood of success in the position applied for.

Section 2. Any Employee who applied for a bargaining unit position who is ineligible or not qualified shall be notified in writing within 5 days of the close of the vacancy of the determination of ineligibility or non-qualification. An Employee may make a written request for reconsideration of the determination within 3 working days of the receipt of the Employer's decision. Requests should be submitted to the Division of Personnel. If the Employee is found eligible and qualified, his/her application will be rated and ranked with the others within ten working days.

Section 3. When there are five or fewer qualified applicants, all should be referred to the selecting official. When there are more than five applicants, the selecting official, in consultation with the Division of Personnel, may dispense with the use of a panel and give full consideration to all of the candidates, may ask for a panel to be convened, or may ask for the applications to be rated by a qualification rating examiner (QRE). Where there are large numbers of eligible candidates, they may be evaluated by a Personnel Management Specialist or subject matter expert prior to being referred to a panel. If one candidate on a merit promotion certificate is interviewed, all candidates on that certificate should be interviewed.

Section 4. When possible, the panel will consist of one personnel specialist, one employee from the same job series as the vacancy, and one administrative or management representative familiar with the vacancy.

Section 5. To the extent possible, evaluation panels will include minorities and women.

Section 6. The Employer will refer candidates to the selecting official in the following manner:

(A) Alphabetical order

(B) For multiple grade vacancies, candidates will be grouped on separate merit promotion certificates by (1) Status, (2) Grade level, (3) Eligibility for lateral transfer, or (4) Any other appropriate category.

Section 7. The selecting official should complete the selection within 30 workdays of the issuance of the certificate. If there is good reason for a delay, the time limit may be extended by the Division of Personnel.

Section 8. The Employer retains the right to select from other appropriate sources before or after this process of posting and consideration.

### **C. Career Ladders and Career Ladder Promotions**

Section 1. A career ladder designates the successive grade levels through which an employee may advance to the full performance level of the position to which appointed or assigned. The career ladder will provide progressively more responsible experience and noncompetitive promotion potential for incumbents up to the designated full-performance level. Career ladders shall be identified and established by the Employer. The Employer can modify the career ladder when conditions warrant adjustment. Such determination is the sole prerogative of the Employer.

Section 2. An Employee in a career-ladder position shall be promoted to the next higher grade in the career ladder as soon as possible after becoming eligible provided: (1) using the critical elements and performance standards of the position at the next higher grade, he/she has demonstrated to the satisfaction of the individual to whom authority is delegated to approve Requests for Personnel Action the ability to perform at the next higher grade, (2) the Employee satisfies any applicable time in grade requirements, and (3) there is not a disciplinary or adverse action which was taken against the Employee which affected his/her job performance during the six (6) months preceding the promotion eligibility date.

Requests for Personnel Action approved by the individual to whom authority is delegated to approve Requests for Personnel Action may not be processed by the personnel office if the regulatory review finds that the requested action is contrary to law, rule or government wide regulation. The methods and means used by the personnel office to complete the regulatory review of the requested promotion may include, but are not limited to, [on-site desk audits](#).

When an Employee does not receive a career ladder promotion for which he or she is eligible, the first line supervisor, with concurrence by the individual to whom authority is delegated to approve Requests for Personnel Action will, upon request by the Employee, provide the Employee once annually with reasons as to why the Employee was not promoted. The Employee may also question the reasons at annual performance appraisals or other informal performance discussions.

Section 3. Nothing in this agreement shall restrict Management's retained right to restructure positions, duties, and responsibilities to meet the needs of the Employer and establish the grades of recruitment actions.

## **D. Other Promotion Actions**

Section 1. The incumbent of a position which is upgraded without change in duties as the result of the correction of a classification error or the application of new classification standards, will be promoted as soon after the decision to upgrade as he or she meets the qualification, performance, and regulatory requirements for promotion.

Section 2. Notwithstanding any other provision of this contract, a repromotion eligible (i.e., an Employee demoted through no fault of his or her own) will be considered for the first available vacancy for which he or she fully meets qualification standards established by the selecting official.

Section 3. An Employee may request a desk audit by the Division of Personnel not more than once a year. The desk audit normally shall be completed within 30 days of the receipt of the written request by Personnel. The classification decision of Personnel shall be final unless appealed through statutory procedures. Classification appeals will be made to the Office of Personnel Management in accordance with OPM's regulations.

Section 4. When an Employee is temporarily assigned to a higher position or the grade-controlling duties of a higher graded position for 60 consecutive calendar days, the Employee shall be temporarily promoted into and receive the rate of pay of that position commencing on the 61st day. If the temporary assignment will exceed 120 days, the position must be advertised for at least ten working days, consistent with Section A(1) of this Article, and qualified Employees allowed to compete for the assignment.

The Parties agree that nothing in this Section is meant to prohibit the Employer from rotating Employees in order to allow different people the opportunity to gain higher-level experience or to meet the needs of the office due to vacation or other leave plans or to meet other legitimate needs. The Employer agrees not to rotate people simply to avoid reaching the 61st consecutive day.

## **ARTICLE VIII - Performance**

### **A. Performance Evaluation**

Section 1. A performance standard is the statement of the quality, quantity, timeliness, etc. against which the performance of an Employee is measured. Performance standards shall be consistent with the assigned duties of the Employee, the Employee's current position description, and the classification standards for the job. The performance standards shall be clearly communicated to the Employee by the supervisor at the beginning of the appraisal period and when any changes occur.

Section 2. The signing of the completed Evaluation (rating) form by an Employee does not necessarily indicate that the Employee is in agreement with the rating. Signing the evaluation merely is an acknowledgement that it has been discussed with the rating official.

Section 3. After the overall rating is signed by the Reviewing Official and reviewed by the Pool Manager, the Employee may submit written comments to be attached to the rating form and may challenge the performance evaluation through the negotiated grievance procedures. The substance of the critical elements and performance standards are not subject to the negotiated grievance procedure. The performance appraisal ratings themselves, that is, the application of the performance standards, shall be done in a fair manner.

Section 4. Each Employee will have a current and accurate position description which adequately identifies the position. A position description is adequate when it provides sufficient information for the proper classification of the position. An Employee who does not have a position description or who believes the position description of record needs modification shall contact his/her supervisor.

Section 5. Supervisors will be encouraged to bring performance, which might result in a proposal to remove, to the Employee's attention as soon as it occurs or is noticed. Efforts will be made to counsel the Employee and provide necessary assistance including, to the extent appropriate, closer review of work, coaching and training. The cost of such training, if any and to the extent appropriate, will be paid by the Employer.

Section 6. Employees serving probationary (or trial) periods can be separated at any time for failure to demonstrate fully their qualifications for continued employment without following the procedures described in this Article. The Article does not apply to temporary Employees, as their appointments may be terminated at any time according to the needs of the agency.

Section 7. There shall be no restraint, coercion, reprisal, discrimination against a Union representative arising out of his her official representational duties.

Section 8. The Employer shall make reasonable accommodations to known physical or mental limitations of a qualified handicapped Employee, as defined by EEOC.

## **B. Within-Grade Increases, Awards and Quality Step Increases**

Section 1. An Employee whose current rating (one issued within the last 12 months) is less than Fully Successful will be denied a within-grade increase unless the supervisor prepares another rating indicating that the person's performance has improved to at least Fully Successful. Also, if the performance falls below Fully Successful after the last rating of record, a new rating will be given and the within-grade increase will be denied.

Section 2. At the Employee's request, the supervisor shall inform the Employee in writing 30 calendar days before the Employee becomes eligible for a within-grade increase whenever it appears likely that a negative determination will occur. The written notice shall specify the critical elements and standards upon which the Employee must improve and what concrete steps the Employee should take to improve.

Section 3. The competency determination will be made and communicated in writing to the Employee as soon as possible after the completion of the waiting period, or other periods upon which it is based.

Section 4. When possible, the agency will provide the Employee with a final written decision within 15 calendar days of receipt of the Employee's written request for consideration.

Section 5. The granting of cash or other awards and QSI's will be governed by regulation.

Section 6. The Union may request in writing from the Employer a list of all Employees who have received quality step increases during the preceding 12-month period. Such a request will not be made more than once annually.

## **ARTICLE IX - Discipline**

Section 1. The Parties agree that Employee misconduct which is detrimental to the efficiency of the service will be discouraged and may result in disciplinary action.

Section 2. Disciplinary action means a written reprimand, or suspension of fourteen (14) calendar days or less. Counseling sessions conducted by supervisory and/or management officials are not considered disciplinary actions.

Section 3. The Employer's right and responsibility to discipline Employees shall be based on just cause and in accordance with all applicable regulations as interpreted by the issuing agency (such as: MSPB, OPM, FLRA, etc.).

Section 4. When a supervisor becomes knowledgeable of a possible or actual infraction of the Employer's rules of conduct, the supervisor normally will investigate and/or discuss the matter. Such discussions shall be accomplished informally and in private with the Employee involved. If the Employee reasonably believes that the interview may result in disciplinary action, the Employee may request Union representation. If a representative is requested, no further questioning will take place until the Union representative is present.

Section 5. If a suspension of fourteen (14) calendar days or less is considered warranted, the notice of proposed action shall indicate that the Employee has three (3) working days to answer orally and/or in writing, has the right to furnish affidavits and other documentary evidence in support of the answer, has the right to Union or other representation in presenting the answer, and has the right to review the material which is relied on to support the reasons for the action given in the notice. The notice period may be less than three (3) working days in case of an emergency.

Section 6. After receiving a written reprimand or written decision on a proposed suspension and the reasons therefore, the Employee may present a grievance regarding the decision under the negotiated grievance procedure.

## **ARTICLE X - Reduction-in-Force, Furlough, and Transfer of Function**

Section 1. A reduction-in-force (RIF) occurs when an Employee is released from his/her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, reorganization, reclassification due to change in duties, or the exercise of reemployment rights or restoration rights.

Section 2. The competitive levels and the retention register shall be established by the Employer in accordance applicable laws and regulations. The competitive area shall be FTC Headquarters, Washington, D.C. The Employer shall notify the Union of the competitive levels established and provide the Union with a copy of the retention register within fifteen (15) calendar days after the notification to the Union of a RIF.

Section 3. The Employer shall provide outplacement counseling for all Employees affected by a RIF who request such counseling.

Section 4. The Employer shall participate in and refer all eligible Employees to current Office of Personnel Management placement programs and displaced employee programs.

Section 5. The Employer shall establish and maintain a reemployment priority list in accordance with applicable regulations.

Section 6. The Employer shall maintain all lists, records, and information pertaining to a RIF as required by applicable regulations.

Section 7. The Employer will provide the Union with as much advance notice as practicable of a possible RIF, furlough, or transfer of function, but not less than 60 days. Employees adversely affected by the provisions of this Article will receive 45 days notice.

Further, the Employer will provide no later than 45 days before the action:

- (A) The name, position, title, series, grade, and organization of affected Employees;
- (B) The effective date of the action; and
- (C) The basis for the action.

Section 8. Employees or Union representatives have the right to review the retention registers that affect Employees.

Section 9. When specific RIF notices are issued, Employees will be allowed fifteen (15) calendar days after receipt of the notice to accept or reject any offer of reassignment contained in the notice. If the Employee rejects the offer or does not respond within 15 calendar days, the Employee may be separated.

Section 10. RIF actions resulting in separation, demotion, furlough for more than 30 days or reassignment by displacement will be subject to appeal to the Merit Systems Protection Board or the EEO process. These RIF actions cannot be grieved.

## **ARTICLE XI - Health and Safety**

Section 1. The Employer will provide a place of employment which is free from recognized hazards that are likely to cause death or serious physical harm.

Section 2. The Employer will acquire, maintain and require the use of approved personal protective equipment, approved safety equipment and other devices necessary to provide protection of Employees from recognized hazards which are job related. The Union agrees to assist the Employer in publicizing the benefits of the use of protective devices and equipment by appropriate Employees.

Section 3. In accordance with regulations promulgated by higher authority and energy conservation measures, the Employer will make reasonable efforts to:

- (A) Maintain adequate ventilation, heating and/or cooling of agency locations;
- (B) Provide adequate rest rooms and toilet facilities in all work areas of the agency and to maintain facilities in a sanitary condition and to supply these facilities with heat, hot water, and soap and paper towels.

Section 4. The Employer will provide appropriate safety and health training for officials and Employees responsible for conducting safety and health inspections.

Section 5. Employee(s) who reasonably believe they are being required to perform official duties under conditions which are unsafe or unhealthful and present an imminent danger of death or serious bodily harm, shall cease the activity and notify the nearest available supervisor of the alleged hazard. The supervisor shall notify the agency Health and Safety Officer or his/her designee and the appropriate Steward. The Health and Safety Officer or designee will make a determination as to whether work may proceed and shall notify the supervisor and Steward.

Section 6. The Employer agrees to post notice of hazardous conditions discovered in a workplace. The notice shall be posted until the cited condition has been corrected. Such notices shall contain a warning, a description of the hazardous condition, and any required precautions required by applicable regulations.

Section 7. The Employer agrees to assure prompt abatement of unsafe or unhealthful working conditions. When this cannot be accomplished, the Employer agrees to request assistance from the General Services Administration. Employees exposed to the conditions shall be informed of the abatement plan. A Union representative will be invited to accompany the Employer's representative on inspections of workplaces. Safety and health inspectors shall have authorization to deny the right to accompany to any person whose participation interferes with a fair and orderly inspection.

The Employer agrees to ensure response to Employee reports of unsafe or unhealthful working conditions and require an inspection within 24 hours for imminent danger conditions, three (3) workdays for potential serious conditions, and twenty (20) workdays for other conditions. Any Employee or Steward is authorized to request an inspection of the workplace when he/she believes an unsafe or unhealthful condition exists.

The Employer will maintain Occupational Health and Safety Records. Copies of these records will be made available upon request to the Union for review.

Section 8. The Employer shall designate an official with sufficient authority and responsibility to represent effectively the interest and the support of the agency head in the management and administration of the agency occupational safety and health program.

Section 9. Scheduled safety and health inspections or surveys will be conducted by the Employer as required by OSHA or GSA to maintain a safe and healthful work place. Inspections will be in accordance with applicable regulations. When an unscheduled worksite inspection is conducted by the Employers' safety personnel, a Union representative will be given an opportunity to accompany the inspector.

Section 10. In the event of a serious on-the-job injury or death, the supervisor will notify the appropriate Steward of the name of the Employee involved.

Section 11. Employees located in satellite buildings who sustain work-related injuries can report to the Health Unit in the main building or the nearest medical facility for treatment. The Employee's expenses for public transportation (cab, bus, or subway) from the work site to the health unit or nearest medical facility and return will be reimbursed.

Section 12. No Employee will be subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an occupational safety and health program.

Section 13. The Employer will maintain first aid kits in each satellite location in the Washington, D.C. area. A permanent notice will be placed on bulletin boards in each location identifying the location of the first aid kits. First aid kits will be made available during the hours each agency location is in operation.

Section 14. If an Employee raises a concern about his/her safety because of working unaccompanied during non-duty hours, the Employer will make a reasonable effort to schedule the work when another individual will be in the work area.

Section 15. The Employer and the Union agree that the Health Center is a benefit to Employees. The Employer agrees, to the extent possible, to continue the Health Center or comparable alternative.

Section 16. Management will establish under the Executive Order an Occupational Safety and Health Committee for the FTC Washington, D.C. area. The Union may have three representatives on this committee, which will consist of not more than eight members. The committee will jointly determine its functions, training and informational needs, procedures, and methods of operation.

## **ARTICLE XII - Grievance Procedure**

Section 1. The purpose of this Article is to provide a mutually acceptable means for the prompt and equitable settlement of grievances.

Section 2. Most grievances arise from a misunderstanding or dispute which may be settled promptly on an informal basis at the immediate (first line) supervisory level.

Section 3. Except as provided in Sections 4 and 5 of this Article, the negotiated grievance procedure shall constitute the sole and exclusive procedure available to the Employer, the Union, and Employees of the bargaining unit for the settlement of grievances. A grievance means any complaint--

- (A) By an Employee or group of Employees concerning any matter relating to the employment of the Employee(s), or;
- (B) By the Union concerning any matter relating to the employment of any Employee(s), or;
- (C) By the Union or the Employer concerning:
  - 1) The effect, interpretation, or a claimed breach of this collective bargaining Agreement; or,
  - 2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 4. This negotiated grievance procedure shall not apply to complaints concerning –

- (A) Any claimed violation relating to prohibited political activities;
- (B) Retirement, life insurance, or health insurance;
- (C) A suspension or removal for national security reasons;
- (D) Any examination, certification or appointment;
- (E) The classification of any position which does not result in the reduction-in-grade or pay of an Employee;
- (F) Preliminary warnings or notices of other action unless specified in the agreement;
- (G) The retention of probationary Employees;
- (H) RIF actions resulting in separation, demotion, furlough of more than 30 days or reassignment by displacement; or
- (I) Termination of a temporary appointment.

Section 5. An employee may raise the following matters under the appropriate statutory procedure or this negotiated procedure but not both:

- (A) Adverse Actions (Removals, Suspensions for more than 14 days, Reduction-in-grade or pay and Furloughs for 30 days or less).
- (B) Unacceptable Performance (Demotions and Removals).
- (C) Allegations of a prohibited personnel practice under Section 2302(b)(1) of Title 5 U.S.C. (Discrimination based on Race, Color, Religion, Sex, Age, National Origin, Marital Status, Political Affiliation and Handicapping Conditions) or any other provision of Section 2302.
- (D) Any grievance or complaint involving an allegation of prohibited discrimination.

An Employee shall be deemed to have exercised his/her option at such time as the Employee timely files a complaint or appeal under the appropriate statutory procedure or timely files a written grievance. Any grievance involving an adverse or performance based action must be initiated by the Employee within twenty (20) calendar days of receipt of the written decision on the action from the deciding official by submitting such grievance at Step 3 of the procedures outlined in Section 6 below.

Section 6. An employee will have the option of initially filing a grievance with his/her immediate supervisor under Step 1 of this section or with the appropriate Management official under Step 2 of this section.

Any grievance filed under Step 1 or 2 of this procedure must be presented within twenty (20) calendar days of the act or occurrence or within twenty (20) calendar days of the date the Employee became aware of the act or occurrence.

All grievances shall be in writing and should include:

- (A) The Employee's name and office telephone number;
- (B) Bureau/Office and Division;
- (C) Name of the Union representative if the Employee has a representative;
- (D) The act or occurrence being grieved;
- (E) Facts surrounding the grievance (who, what, when, where, etc.); and,
- (F) Corrective action requested.

If the grievance does not include the Employee's name and (D), (E) and (F) of the above information, the Employer may reject the grievance.

### **Step 1**

When an Employee files a grievance with his/her immediate (first line) supervisor, the supervisor will have ten (10) calendar days from the date the grievance is received to issue a written decision.

## **Step 2**

A grievance not satisfactorily resolved at the first step or not presented at Step 1 may be referred in writing by the Employee to the assistant bureau director or equivalent (e.g., Assistant General Counsel; Division Directors; and, in the Bureau of Consumer Protection, Associate Directors) of the organization in which employed. Such grievance must be filed within ten (10) calendar days of the date the Employee receives the written decision under Step one (1). The referral of the grievance must specifically state why the resolution attempted at Step one (1) was unacceptable.

## **Step 3**

A grievance not satisfactorily resolved within ten (10) calendar days following filing of the grievance at Step two (2) may be referred within ten (10) calendar days to the Bureau Director or Office Head by the Employee or his/her Union representative. The referral of the grievance must specifically state why the resolution attempted at Step 1 and Step 2 was unacceptable to the Employee. The Bureau Director or Office Head shall give the Employee a final written decision within ten (10) calendar days.

## **Step 4**

The Union may refer Employee grievances not satisfactorily resolved at Step 3 to binding arbitration in accordance with Article XIII of this agreement within 10 calendar days of the date the final decision is received from the Bureau Director or Office Head.

Section 7. Matters involving Employees as a group as distinguished from individual grievances shall be processed starting at the lowest level stated above at which authority exists for possible redress of the grievance.

Section 8. If the Employee's immediate supervisor is an assistant director or equivalent, Step two (2) of the grievance procedure can be by-passed, and the Employee can proceed immediately to Step three (3).

Section 9. Failure of a Management official to meet the time limits provided means the grievance is denied and the Employee or his/her Union representative may proceed to the next step. Failure of an Employee to meet the time limits imposed means that the grievance may be dismissed by the Employer unless the Employee can present compelling evidence for the failure to meet the time constraints.

Section 10. All time limits provided for in this Article may be extended by mutual consent of the parties involved.

Section 11. In the event either Party declares a grievance nongrievable, the issue shall be considered amended to include the question of grievability.

### **ARTICLE XIII - Arbitration**

Section 1. If the Parties fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union, shall within ten (10) calendar days after issuance of the final decision at Step 3, be submitted to arbitration. A request for arbitration can be made only by the Parties to this Agreement. An Employee cannot at his/her own election elevate a grievance to the arbitration process.

Section 2. Within seven (7) calendar days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial arbitrators. Within seven (7) calendar days of receipt by both Parties of a list of impartial arbitrators from FMCS, the Parties shall meet to select an impartial arbitrator. If the Parties cannot agree upon one of the listed arbitrators, representatives of the Union and Employer shall alternatively strike one arbitrator's name from the list of seven arbitrators until only one name remains. The name remaining shall be the duly selected arbitrator. Initial striking shall be determined by chance.

Section 3. FMCS shall be empowered to make a direct designation of an arbitrator to hear the case --

(A) In the event that either Party refuses to participate in the selection of an arbitrator; or

(B) Upon inaction.

Section 4. Upon notification through FMCS to the arbitrator of his/her selection, representatives of the Employer and the Union shall jointly make arrangements for a hearing or for submission of briefs in lieu of a hearing, on a mutually acceptable date. The Parties shall make every effort to schedule arbitration hearings arising hereunder, or the submission of briefs, within thirty (30) calendar days of notification by the selected arbitrator of his/her availability. The issue(s) as submitted to the arbitrator shall be identical to those considered during the grievance procedure.

Section 5. The arbitrator's fee and the expenses of arbitration shall be borne equally by the Employer and the Union except as noted below. Any arbitration hearing will be held, if practicable, on the Employer's premises during the normal tour of duty. If the arbitrator or the Union request a verbatim transcript, each Party will pay half the costs. If the Employer requests a verbatim transcript and the Union notifies the Employer in writing that it does not want a copy and will not directly or indirectly attempt to obtain a copy, the Employer will pay the full cost of the verbatim transcript. The aggrieved Employee, his/her representative, and witnesses shall be in a duty status while actually participating in the arbitration proceedings if otherwise in a pay and duty status. To provide availability, the Employer must receive a list of proposed witnesses, in writing at least seven (7) calendar days prior to the scheduled date of the hearing.

Section 6. The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of grievability and/or arbitrability shall be submitted to the arbitrator by brief and be decided prior to the hearing.

Section 7. The arbitrator shall limit his/her decision to the issues submitted and make no recommendations that contravene public law, regulations, or written agency policy. Further, the arbitrator has no authority to add on, subtract from, alter, amend, or modify any provisions of this Agreement or impose on the Union or the Employer limitations or obligations not specifically provided for under the terms of the Agreement; except as provided for in Section 4 and 5 of Article XII (Grievance Procedure).

Section 8. The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing. The Parties may extend the time limit by mutual agreement.

Section 9. If a witness is reasonably available to testify in person at an arbitration hearing, testimony from the witness in the form of written statements or affidavits will not be admissible into evidence. If a witness is not reasonably available to testify in person, written statements or affidavits may be submitted as evidence. A witness would not be reasonably available to testify in person, if, for example, he/she is outside the Washington, D.C. commuting area on the day of the hearing, is ill on the day of the hearing, is prevented by the exigencies of official duties from appearing, or is not an FTC employee and for good cause cannot or will not appear in person. If the Parties disagree as to whether a witness is reasonably available, the arbitrator will rule on the issue.

If either Party plans to present evidence by a written statement or affidavit, it will notify the other Party in advance and offer the other Party an opportunity to question the witness in the same manner that it will question him/her; that is, either by a deposition taken in person or by written interrogatories.

If the arbitrator rules that a witness is reasonably available or that the second Party was not given an opportunity to question the witness, the affidavit or written statement will not be admitted.

If the arbitrator rules that a witness is not reasonably available and the second Party was given an opportunity to question the witness, the affidavit or written statement will be admitted.

Section 10. The arbitrator's award shall be binding and shall be directed to the Parties unless an exception is filed within thirty (30) days. Either Party may file exceptions to the award with the Federal Labor Relations Authority under regulations prescribed by the Authority. In the event an arbitrator's award is appealed by either Party to the Authority, the award shall be stayed pending the Authority's final determinations. Judicial review of the arbitrator's award is available only in adverse actions and EEO cases. (Final decisions in arbitrations involving discrimination are also subject to Equal Employment Opportunity Commission review or to procedures applicable to the Merit Systems Protection Board in such cases.)

Section 11. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement.

## **ARTICLE XIV - Union Representation, Official Time and Administrative Leave**

Section 1. The Union will assign Stewards to specific organizational units for authorized representational activities. The Employer agrees that the Union will make the decision on the organizational assignments of Stewards based on the needs of Employees. The number of Stewards will be no fewer than one for every 100 Employees and no more than one for every 20 Employees.

Section 2. The Union will keep the Employer currently informed in writing of the names of Union Officers and Stewards entitled to time for representational functions.

Section 3. The primary responsibility of Union officials and Stewards in a duty status with the Employer is the performance of their assigned duties as Government Employees. Employees designated as Stewards, Officers, or other officials are expected to perform the duties assigned them by the Employer. Official time may be granted only for those functions specified in this Agreement and the use of official time will be governed by FPM provisions, except as otherwise agreed to herein.

- (A) If a Union representative needs to leave his/her assigned work station to conduct authorized representation duties, he or she must obtain approval of the immediate supervisor. In requesting release, the Union representative must: (1) specify that official time is required to perform representational duties, (2) indicate the organizational unit(s) of Employee(s) to be contacted, and (3) provide the estimated duration of the representational activity and sign out on a form supplied by the Employer (see Appendix A).
- (B) Subject to the provisions of this Article, and if work load conditions permit, the Union representative shall be released. If release cannot be granted immediately, the supervisor shall advise the Union representative when release would be appropriate.
- (C) Except as provided in (I) below, if a Union representative must meet with Employees from another work area, the representative shall make arrangements for such meeting with the immediate supervisor of the Employee(s) involved.
- (D) If the release of either the representative or the Employee cannot be granted on the day of the request, time limits under the grievance procedure shall be appropriately extended.
- (E) Upon entering an area to meet with unit Employee(s) under a supervisor other than the representative's own, the Union representative shall advise the supervisor of his/her presence.
- (F) Upon completion of authorized representational duties, the Union representative shall advise the immediate supervisor of the contacted Employee(s) that the representation meeting has concluded.
- (G) Upon return to the work station, the Union representative shall advise his/her supervisor. The supervisor shall sign the form provided by the Employer, and forward a copy to the Employee Relations and Development Branch.

(H) For meetings called or approved by Management officials which require the presence of a representative, the Management official arranging such meeting shall arrange for the representative's release by contacting the representative's supervisor. Such Management official shall provide to that supervisor the information necessary for release. All other provisions of this section shall apply. This paragraph shall also apply to grievance presentation meetings held in accordance with Article XII (Grievance Procedure).

(I) The procedures for requesting official time do not apply when the Employee and the representative are in a non-duty status (e.g., before or after the scheduled tour of duty, lunch periods or while in an annual leave or LWOP status).

Section 4. There shall be no restraint, interference, coercion, reprisal or discrimination against a Union representative arising out of his/her representational duties.

Section 5. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more Employees in the unit or their representatives concerning any grievance or any personnel policy or practice affecting conditions of employment.

Section 6. Representation activities will not be conducted by Union Stewards who are in a compensable overtime status or with Employees who are in a compensable overtime status unless the activities involve situations of immediate concern (i.e., possible disciplinary action or a health or safety problem).

Section 7. Official time will not be granted to any one Employee for extensive service as a Union representative when such extensive service would interfere with the performance of regular duties. There will be only one representative on official time at each step of a grievance or complaint. Official time will not be permitted for Employees who are in a leave status; who are working overtime (unless health or safety are involved); or who perform representational duties outside the bargaining unit.

Section 8. The Employer will allow Union Stewards administrative leave to attend training of a mutual benefit to the Employer and the Union. A total of 350 hours will be allowed in each calendar year. Individual Stewards may be granted a maximum of 24 hours each calendar year.

Section 9. Each Steward will submit a written request for administrative leave to his/her supervisor as early in the calendar year as possible, but no later than 3 weeks before the beginning of the course. The written request will specify the starting and ending dates of the course and the topics to be discussed.

Section 10. The Employer agrees to authorize administrative leave consistent with the provisions of Sections 8 and 9 when workload allows.

## ARTICLE XV -- Facilities and Services

Section 1. The Employer shall make available reasonable bulletin board space to the Union for posting official notices and bulletins. The Union will be responsible for the accuracy of the material and will ensure that the material is not inflammatory or in violation of law or regulation. The Employer reserves the right to remove any material found to be in violation.

Section 2. Employees serving as Union representatives may use their work telephones for official representation functions.

Section 3. Upon request and subject to availability, the Union will be provided with meeting rooms. If Agency business dictates, the Union's reservation for the room can be cancelled. In such cases the Employer will notify the Union as soon as possible.

Section 4. The Union can make reasonable use of the internal mail system.

Section 5. Between the hours of 11:30 am and 1:30 pm, Union representatives may distribute Union literature in Employee mailboxes or on desks if central mailboxes are not available. Distribution must take place during the non-work time of the representative. Every effort will be made to avoid disruption of Employees or other individuals, and interference with the work of the office. Unit Employees may solicit Union membership in the work place only during the non-work time (i.e., lunchtime and authorized breaks) of Employees.

Section 6. The Union may request in writing from the Employer a list of the names, position titles, grades and organizational locations of Employees. Such a request will not be made more than once quarterly.

Section 7. Upon request and to the extent not prohibited by law, the Employer will furnish to the Union data:

- (A) Which is normally maintained by the Employer in the regular course of business;
- (B) Which is reasonably available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
- (C) Which does not constitute guidance, advice, counsel or training provided for Management officials or supervisors relating to collective bargaining.

Any request from the Union for information under this section will be made in writing.

Section 8. The Employer shall provide one copy of the FTC Administrative Manual (as of the date of this contract) to the Union and will place the Union on the agency's distribution list for changes to the manual.

Section 9. The Employer shall give the Union the maximum notice possible where it plans to move a group of Employees (5 or more) from one location to another.

Section 10. At the Employee's request an Employee shall have the right to examine his/her official personnel file (OPF) in the Personnel Division. To the extent possible, the Employer will maintain access two hours daily (11:00 am - 1:00 pm) and will notify the Union and Employees if the schedule is changed, other than on an emergency basis.

Section 11. The Employer agrees to provide the Union with information on parking assignments consistent with applicable laws and regulations. Such information will include the names, work address, parking permit number, and the employer of each carpool member. The Parties agree that spaces will be assigned as follows:

- (A) Severely handicapped employees. (Justifications based on medical opinion may be required).
- (B) Executive personnel and persons who work unusual hours.
- (C) Vanpool/carpool vehicles.
- (D) Privately owned vehicles of occupant agency employees which are regularly used for Government business at least 12 days per month and which qualify for reimbursement of mileage and travel expenses under Government travel regulations.
- (E) Other privately vehicles of employees, on a space available basis.

Either Party may reopen this provision of the contract as provided for under Article XVII (Duration of Agreement).

Section 12. The Employer will provide each new Employee with a copy of the notice set forth in Appendix B to this Agreement.

Section 13. The Employer agrees to reproduce and distribute a copy of this Agreement and any amendments to each Employee in the Unit, and to any Employees added to the unit while this Agreement is in effect.

Section 14. The Chief Steward or other official of the bargaining unit designated by the Union will be provided with a private office three (3) days of the week, with a desk or table, three chairs, a lockable file cabinet, and a telephone. The Employer will attempt to provide another office, if one is available, if the Union should need space when the office is not available.

Section 15. The Employer shall provide a break room for the use of employees working in the agency printing facility within 120 days of the signing of the contract.

## **ARTICLE XVI -- Dues Withholding**

Section 1. Management will deduct from the pay of an Employee amounts for regular Union dues in accordance with this Article. All requests for dues withholding, or the revocation of dues withholding, shall be voluntary. Allotments shall be made at no cost to the Union or the Employee.

Section 2. Allotments for Union dues will be initiated through the following process:

- (A) The Employee shall obtain an [SF-1187](#) from the Union and shall return the completed and signed form to the Union. Dues withholding is for a minimum of one year.
- (B) An authorized Union official shall complete and certify the request before forwarding the form to Management.
- (C) Valid withholding requests submitted by the first Friday of the pay period will be effective at the beginning of the next pay period.

Section 3. The amount withheld for each Employee shall be the amount that the Union certifies is applicable. No deductions for dues will be made by Management in any pay period for which the Employee's net earnings after other deductions are insufficient to cover the full amount of the dues.

Section 4. To revoke the Union dues deduction, the following procedures must be followed:

- (A) An allotment may not be revoked for one year after the first deduction.
- (B) Employees may obtain copies of form SF-1188 (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) from the Union or the Division of Personnel. Management will provide a supply of forms to the Union upon request. The completed copies should be submitted to the Union.
- (C) A revocation shall be effective as of the first full pay period after the anniversary of the first deduction. To revoke an allotment, the employee shall submit an SF-1188 to the Union during the thirty (30) day period beginning forty-five (45) calendar days before the anniversary date and closing fifteen (15) calendar days before that anniversary date.
- (D) If the Employee does not submit the SF-1188 during that thirty (30) day period, his/her withholding allotment may not be revoked until the next anniversary date.
- (E) The Union shall provide Management a copy of the approved revocations submitted. The dues withholding will cease on the first pay period after the anniversary date or the pay period following receipt of the approved revocation by Management.

Section 5. All funds withheld will be immediately remitted to the Union. The remittance for each pay period will be accompanied by a list showing the names of Employees and the amount withheld from each.

Section 6. The Union will educate its members on the procedures for initiating and revoking dues withholding.

## ARTICLE XVII -- DURATION OF AGREEMENT

Section 1. This agreement will remain in full force and effect for thirty-six (36) months from the date of the approval by the Employer and by the Union.

Section 2. Either Party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the thirty-six (36) months expiration date, for the purpose of renegotiating the Agreement. Such notice will include proposals of each Article to be renegotiated. Negotiations will commence within forty-five (45) calendar days after receipt of such notice by either Party to the other. If a new agreement has not been reached by the Agreement expiration date, then this Agreement shall be extended until a new Agreement is approved.

Section 3. Both Parties are entitled to one (1) reopener during the initial 36 month period of this Agreement. However, neither Party may exercise its right to a reopener during the first 12 month period this Agreement is in effect. To reopen this Agreement, the requesting Party must notify the other Party in writing. Reopening shall be limited to ten (10) existing sections and will be negotiated under the ground rules established for this initial Agreement.

Section 4. If neither Party serves notice to renegotiate this Agreement, this Agreement shall be automatically renewed for three (3) year periods.

American Federation  
of Government Employees

Federal Trade Commission

*Redacted*  
President, Local 2211

*Redacted,*  
Chairman  
Federal Trade Commission

*Redacted*  
Vice President, Local 2211

*Redacted*  
Management Negotiator

**APPENDIX A**

REQUEST FOR OFFICIAL TIME

**PART 1 - REQUEST** (To be completed by Employee/Union representative)

Name \_\_\_\_\_

Organization \_\_\_\_\_

Union position (if any) \_\_\_\_\_

I request official time for (Check one):

- (1) **Negotiations (included FMCS and FSIP)**
  - Basic
  - Renegotiation
  - Reopener
  - Midterm
- (2) **Ongoing labor management relations**
  - Labor-management committees
  - Consultation
  - OSHA inspections
  - FLRA proceedings
  - Labor relations training
  - Formal meeting
  - Weingarten-type meeting
- (3) **Grievance and Appeal**
  - Grievance
  - Arbitration
  - Adverse action
  - EEO complaint
  - Other complaint (specify) \_\_\_\_\_

While on official time, I can be reached at \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PART II - ACTION** (to be completed by supervisor of Employee/Union representative)

The above request for official time is:

- Approved
- Approved as modified (Specify): \_\_\_\_\_
- Disapproved because \_\_\_\_\_  
\_\_\_\_\_

Time of employee/representative's departure \_\_\_\_\_

Time of employee/representative's return \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **APPENDIX B**

AFGE 2211  
P.O. Box 14064  
Ben Franklin Station  
Washington, D.C. 20044

To: All Employees in the Bargaining Unit

On June 4, 1981, the Federal Labor Relations Authority (FLRA) held an election at the Federal Trade Commission (FTC) to determine if employees of the agency wanted to be represented by a Union.

As a result of this election, the FLRA designated Local 2211 American Federation of Government Employee's to be exclusive representative for all non-professional and technical full-time and part-time permanent employees of the Federal Trade Commission located in the Washington, D.C. area. This representation does not include professionals, supervisors, management officials, employees engaged in personnel work in other than a purely clerical capacity, confidential (as defined in the Civil Service Reform Act of 1978) and temporary employees.

The list of officers and stewards representing the Union will be posted on bulletin boards.