

**Collective Bargaining Agreement**  
**between**  
**National Transportation Safety Board**  
**and**  
**American Federation of Government**  
**Employees, Local 2211(AFL-CIO)**

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## **ARTICLE 1. PREAMBLE**

The parties to this Agreement affirm that the advancement of the public purposes to which the National Transportation Safety Board is dedicated may be aided by understanding and cooperation achieved through collective bargaining in those areas specified in Chapter 71 of Title 5 of the United States Code.

The accomplishment of the mission of the National Transportation Safety Board is paramount. In fulfilling this mission, the Board is committed to continuing to treat its employees fairly and equitably without regard to race, color, religion, sex, national origin, age or handicapping condition. The Board encourages the participation of the American Federal of Government Employees through Local 2211 in the formulation and implementation of personnel policies affecting members of the bargaining unit.

## **ARTICLE 2. RECOGNITION AND COVERAGE**

### Section 1. Parties to the Agreement

The parties to this Agreement are the National Transportation Board (hereinafter known as the "Agency") and the American Federation of Government Employees, AFL-CIO, through its agent, Local 2211 (hereinafter known as the "Union").

### Section 2. Unit of Recognition

The unit of recognition covered by this Agreement is that unit certified by the Federal Labor Relations Authority on December 19, 1997 in Case No. WA-RP-60067 (included as Appendix 1). The Agency recognizes the American Federation of Government Employees, AFL-CIO as the exclusive representative of all employees (hereinafter referred to as "employees" or "bargaining unit employee(s)") in the bargaining unit as defined below. The Union recognizes that it is responsible for representing the interests of all such bargaining unit employees, with respect to grievances, personnel policies, practices, or matters affecting their general working conditions without discrimination and without regard to Union membership and in accordance with applicable laws, rules, and regulations.

### Section 3. Definition of the Unit

The Federal Labor Relations Authority has certified the Union as the exclusive representative of the bargaining unit comprised of:

*"All professional and nonprofessional employees of the National Transportation Safety Board nationwide, including temporary and part-time employees who have appointments of one-hundred and eighty (180) days or longer, but excluding employees described in 5 U.S.C. 7112 (b)(2), (3), (4), (6), and (7), administrative law judges, and temporary and part-time employees who have appointments of less than one-hundred and eighty (180) days, are hereinafter known as the "bargaining unit.""*

### Section 4. Coverage of the Agreement

This Agreement covers only those positions included in the bargaining unit. Where the term "employee" or "employees" is used, it is understood that it includes only bargaining unit employees unless otherwise expressly stated.

### Section 5. Unit Clarification

The Agency will notify the Union when it determines to change a given position's bargaining unit status. The notice will be given prior to effecting that change. If the parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the matter may be referred to the Federal Labor Relations Authority in accordance with law and regulation.

### **ARTICLE 3. GOVERNING LAWS AND REGULATIONS**

#### Section 1. Relationship to Laws and Regulations

- A. In the administration of all matters covered by this Agreement, the Agency, the Union and bargaining unit employees are governed by existing and future laws and existing and future government-wide regulations implementing 5 U.S.C. 2302 (Merit Systems Principles).
- B. For the duration of this Agreement, it will have the full force and effect of regulation within the bargaining unit. Where existing provisions of Agency regulations are in conflict with this Agreement, the provisions of the Agreement shall govern unless otherwise stated in this Agreement. During this period, the Agreement will be modified only by the passage of legislation or by the issuance of Office of Personnel Management or other government-wide regulations implementing 5 U.S.C. 2302. When the Agreement expires, provisions of Office of Personnel Management or other government wide regulations in effect on that date are controlling.

#### Section 2. Subsequent Agreements

The requirements of this Article shall apply to all subsequent supplemental, implementing, or subsidiary agreements between the parties.

#### **ARTICLE 4. BOARD ORDERS**

Section 1. The policies expressed in existing National Transportation Safety Board Orders are incorporated into this agreement to the degree each policy involves negotiable working conditions of bargaining unit employees and is not in conflict with the provisions of this agreement.

Section 2. Should the Agency propose to change an existing Board Order or issue a new Board Order that affects negotiable working conditions of bargaining unit employees, it will do so in accordance with Article 34 Arrangements for Negotiations.

## **ARTICLE 5. EMPLOYEE RIGHTS**

### Section 1. General

In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that the parties will endeavor to develop through collective bargaining working conditions which will be conducive to enhancing and improving employee morale and efficiency.

### Section 2. Rights to Union Membership

In accordance with 5 U.S.C. § 7102,

*“Each employee shall have the right 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 right. Except as otherwise provided under this chapter, such right includes the right -*

- (1) 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, and*
- (2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter. “*

### Section 3. Rights to Union Representation

A. If an employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative during duty time subject to the provisions of Article 27, Union Representation and Official Time. The employee will be released from duties to contact and meet with the Union representative on a reasonable basis.

B. In accordance with the provisions of 5 U.S.C. § 7114,

*“(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.*

*(2) An exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at -*

*(A) any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other*



*general condition of employment; or (B) any examination of an employee in the unit by a representative of the Agency in connection with an investigation if -  
(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (ii) the employee requests representation. “*

#### Section 4. Personal Rights

Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Agency so long as such activities do not conflict with applicable law, regulation, Board Order or the responsibilities inherent in their positions or as representatives of the Agency.

#### Section 5. Dignity and Self Respect in Working Conditions

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self respect. This section expresses a matter of general agreement between the Agency and the Union and may not be read to confer any specific right on an employee or affect the interpretation or application of or give effect to any section of this agreement.

#### Section 6. Group Meetings

The Agency agrees that group meetings of employees may serve as a useful means of communication and agrees to encourage supervisors to hold regular and periodic group meetings to discuss concerns of both the Agency and the employees. The Union shall be notified of such meetings and given the opportunity to attend.

#### Section 7. Employee Biographical Information

Employees will be permitted to review the biographical information related to them that may be released as the result of a request. It is understood that the public has a right to know the qualifications of the employees performing work that is paid for through the use of government funds. Only accurate and truthful information will be released. Information, the release of which may jeopardize an employee's safety e.g., home phone number and address, or names of family members will not be released to a general request but may be released to another government Agency pursuant to official business. Factual information such as schools/universities attended, degrees achieved, awards received, publications written, positions held and their duration, and other accomplishments routinely listed in an employee's resume may be released to a party, press or pursuant to a general request for information.

## Section 8. Pay and Leave and Earnings Statements (LES)

- A. Timely Receipt. Employees are entitled to timely receipt of all wages earned for the applicable pay period. Employees shall receive their leave and earning statements in a sealed, unopened envelope, delivered to the employee in a secure and timely manner.
- B. Errors in Payment. Employees will review their leave and earnings statements and notify their supervisors of any unexplained changes. If there is an error in payment, the Agency will correct the error in an expeditious manner usually within three (3) pay periods of the employee's notification to the Human Resources Office that an error exists. Upon the employee's request, the Agency will provide the necessary forms for filing a request for waiver of all overpayment of pay and allowances received in good faith.
- C. Salary Payments.
  - i. If the salary payments do not arrive in time for regular distribution, the Agency will contact the pay agent so that duplicate salary payments can be forwarded to the facility or individual in the most expeditious manner. Whenever there is a delay, management will distribute the salary payments as soon as possible after their receipt.
  - ii. In the event an original salary payment and a replacement salary payment are received, the employee will be responsible for returning whichever payment is received later, within five (5) work days following receipt.
- D. Emergency Payments.
  - i. Whenever an Agency error results in the failure of an employee to receive full salary payment on time, the Agency will take immediate action to promptly pay the employee. An emergency payment will be issued not later than the Friday following the payday on which the salary payment was not received by the employee. This will include payment from duplicate salary payment, partial payment, etc., to the extent authorized. This would not apply to nominal errors that are routinely corrected through payroll adjustments.

The amount of the emergency payment will be the employee's normal net salary (excluding overtime) as shown on the most recent leave and earnings statement.

## **ARTICLE 6. HOURS OF WORK AND OVERTIME**

### Section 1 - General

A change in the administrative workweek and changes in the regularly scheduled administrative workweek are considered matters for which notice is required, pursuant to Article 34, Arrangements for Negotiations.

### Section 2 – General Overtime Provisions

- A. Overtime shall be distributed in a fair and equitable manner.
- B. Employees shall be paid differential and premium pay in addition to overtime compensation in accordance with applicable law and regulation.
- C. When employees are required to work overtime connected to their regular tour of duty, whether covered by the Fair Labor Standards Act or exempt, such overtime will be accrued in increments of fifteen (15) minutes.
- D. Employees who are required to work overtime on their days off or at a time unconnected to their work day are entitled to at least two (2) hours of overtime compensation. This provision only applies to the first two hours of work in any 24 hour period. For the purposes of this agreement, a day begins at 12:01 AM of the day in which the work is assigned. Further, after the first two hours of work, employees who are required to work on their days off or at a time unconnected to their work day are entitled to a minimum of one hour of overtime compensation for an assignment upon commencement of such an assignment whether the assignment lasts for the entire hour or not. For the purposes of this agreement, an hour begins at the time the work is assigned. Assignments under this section are those directed by the employee's immediate supervisor or other manager authorized to make such assignments. This provision does not apply in cases where employees receive annual compensation for such work. This provision does not apply to on scene accident investigations.
- E. In the administration of this agreement, it is understood that employees may not receive more than one hour of overtime for any hour of overtime work.
- F. Employees will earn overtime compensation in accordance with applicable law and regulation for hours worked in excess of eight (8) in a day or forty (40) in a week or appropriate to the Alternate or Compressed Work Schedule under which they are paid, which are continuous to their regular work shift, or which take place while investigating an accident.
- G. When three (3) or more administrative employees in an Office may be qualified to perform regular and recurring overtime work, rosters will be maintained, so that overtime work may be rotated among qualified employees in that Office. The Agency will not be required to offer overtime for work needed in one office to an employee assigned to another Office.
- H. Employees required to work through their nonduty meal period shall be compensated for such time.
- I. Within each office, provided funds are available and workload permits, employees will receive their choice of overtime premium pay or compensatory time off for all overtime worked.

### Section 3. – Accident Investigation Duty Rosters .

- A. It is understood that it is the sole and exclusive prerogative of the Agency to determine the employees who will be assigned to investigate an accident. Nothing in this Agreement shall abridge that right. The purpose of Go Team rosters and other stand-by lists is to ensure the availability of a team to respond quickly to accident investigation needs and to provide employees with some degree of expectation when they are likely to be called upon to launch. Further, the parties recognize the right of the Agency to assign investigators, substitute investigators, relieve investigators and in all ways to determine the makeup of an accident investigation team during the entire course of an investigation. It is understood between the parties that the matters addressed in subsections B., C., and D., below are held in abeyance by the parties indefinitely. These matters shall be submitted to the Accident Investigation Partnership for resolution. This agreement may be reopened to permit such language as the Parties agree to substitute including language addressing duty rosters, launch procedures, the use of pagers and other electronic equipment to communicate with investigators, and directly related matters.
- B. When an employee provides a written request for leave to the supervisor at least 15 working days in advance and such a request is approved, the Agency will make every reasonable effort to honor such requests involving planned vacations or significant life cycle events and religious celebrations of immediate family members such as but not limited to weddings, graduations, first commUnions, Bar Mitzvahs, etc. Further, requests for leave to attend the funerals of immediate family members will be accorded every consideration. Immediate family member is defined in the same manner as by the U.S. Office of Personnel Management, i.e., "Family member" is defined as: spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Other requests will be considered by the supervisor on a case by case basis.

## **ARTICLE 7. FLEXIBLE AND COMPRESSED WORK SCHEDULES**

### Section 1 – Alternative Work Schedule Options (AWS)

General. This Article sets forth the procedures to be followed consistent with applicable law and regulation (e.g., 5 U.S.C. 6120-6130 and 5 CFR 610 Subpart D) for flexitime and compressed work schedules. AWS means a schedule other than the traditional eight (8)-hours fixed shift. Flexible work schedules and compressed schedules are included within the definition of an alternative work schedule.

#### Flexitime

1. “Flexible Work Schedule” or “Flexitime” means an eight (8)-hour work day in which the employee may vary the time of arrival and/or departure. A flexible work schedule includes core time and a flexible band. “Flexible time” and “flexible bands” mean the specific periods of the workday during which employees may opt to vary their arrival and departure times. The flexible bands shall be 6:30 a.m. to 6:00 p.m. Employees requesting to work a flexible work schedule shall make such a request to the immediate supervisor no later than three (3) workdays prior to the beginning of the pay period in which the schedule is to start. Employees shall elect a fixed start and quit time within the flexible band. The employee must have the permission of the supervisor to begin a flexible work schedule.
2. “Core hours” means that period of time when all employees on a particular shift are expected to be at work. Core hours at all locations are 9:00 a.m. until 3:30 p.m. with a ½ hour unpaid lunch period.

#### Compressed Work Schedules (CWS)

1. “Compressed Work Schedule” (CWS) means, in the case of a full-time employee, an eighty (80)- hour biweekly basic work requirement that is scheduled for less than ten (10) workdays; and, in the case of a part time employee, a biweekly basic work requirement of less than eighty (80) hours that is scheduled for less than ten (10) work days. The CWS available to employees of the Agency include:
  - a) “5-4-9” This schedule includes eight (8) workdays of nine (9) hours each plus one (1) workday of eight (8) hours within the biweekly pay period.
  - b) “4-10” This schedule includes eight (8) workdays of ten (10) hours each in the biweekly pay period.
2. Requests for CWS
  - a) Each employee desiring to work under a CWS plan must submit a written request to his/her supervisor for a decision. The Agency will act on these requests as soon as possible, but in no case later than thirty (30) days after the request is made. The request shall include the requested day(s) off within the pay period.
  - b) All new employees or re-hires will be given the opportunity of requesting participation in the CWS plan.

- c) Once operational needs are taken care of, any other conflicts in scheduling that result will be resolved in favor of the employee who has seniority as defined by Service Computation Date.
  - d) Employees who wish to terminate or change their participation in a CWS may do so at the beginning of any pay period after notifying their supervisor at least one pay period in advance. Hardship situations will be considered.
  - e) Conflicts in scheduling that involve more requests for a particular day off than can be accommodated will be handled in accordance with the provisions of Subsection C above. Hardship situations will be considered.
  - f) In maintaining adequate staffing coverage, it is agreed and understood that the Agency will approve CWS requests in a fair and equitable manner in all NTSB locations.
3. The Agency will provide the Union with advance written notice of any survey or study concerning AWS in which information is sought from bargaining unit employees.

This Agreement does not preclude an employee from requesting an altered tour of duty for specific personal reasons.

Section 2. Employees participating in a CWS must maintain a performance rating of fully successful or better. Participation of support staff personnel in a CWS or flexible schedule is dependent on the ability of the work unit to get needed support.

### Section 3.

- A. The Agency may remove an employee from participation in Flexitime or AWS or suspend an employee's participation:
- 1. When in the judgement of the supervisor, Agency work requirements preclude participation;
  - 2. for conduct that demonstrates an inability to act in a manner consistent with the participation;
  - 3. if an employee has leave problems warranting the issuance of a letter of leave restriction. Normally, employees will not be removed from participation for single, minor infractions of leave requirements.; and/or
  - 4. Upon a decline in overall performance below the fully successful level.

Supervisors will make a bona fide effort to counsel employees about specific problems before effecting removal or suspension . When a decision is made to remove an employee from participation, the employee must be given written notice indicating the reason(s) for the removal.

When invoking Section 3. A., the supervisor, when feasible, will provide an employee notice prior to the end of the workday preceding suspension of a flexible schedule of the hours the employee is needed to work and the expected duration of the situation requiring the suspension. When required by workload or mission requirements, a supervisor may change an employee's regular day off or

require an employee to work on that day. The employee shall be appropriately compensated for the time worked.

## ARTICLE 8. FLEXIPLACE

### Section 1 – General

The Agency recognizes the benefits of a flexible workplace program to the Agency and its employees. Balancing work and family responsibilities, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Agency to accomplish its mission. The Agency Flexiplace Program will be governed by applicable law, government-wide regulations, and this Article. Flexiplace under this Article will be a voluntary program, which permits employees to work at home or at other approved sites away from the office for no more than one day per work week. Exceptions may be made for hardship reasons related to documented medical conditions or other reason acceptable to Agency management on a case by case basis. The program will be administered fairly and equitably for all employees.

### Section 2 – Definitions

- A. “Flexiplace” is defined as a voluntary program which enables employees to periodically or permanently perform specific assignments at an Alternative Duty Station (ADS) with supervisory approval.
- B. “Alternative Duty Station” is defined as a specific room or area within an employee’s primary residence or another approved location.

### Section 3 – Criteria

- A. All employees who meet the criteria below are eligible to participate in the Program:
- B. The work required of the employee on the day or days the employee works at an ADS is appropriate to perform work at the ADS.
- C. The employee volunteered (or concurred with the supervisor’s recommendation) to perform work at the ADS.
- D. The employee has a fully successful rating of record.
- E. If the ADS is to be the employee’s home, the employee has facilities at home suitable for performing work as determined by the Agency.
- F. The employee is willing to sign and abide by the Flexiplace Program Agreement concerning participation in the Flexiplace Program. (See Section 4 of this Article for details.)
- G. The supervisor or other management official in the employee’s line of authority has determined that the work is suitable and the employee is capable of working at an ADS.

### Section 4 – Flexiplace Program Agreement

- A. Prior to participating in the Flexiplace Program, employees will be required to complete a Flexiplace Program Agreement. However, a new Flexiplace Program Agreement must be completed if changes occur (including, but not limited to change in ADS address/location, change in supervisor, and/or change in official duty station). This agreement will provide employees with



sufficient information concerning the Flexiplace Program so as to make an informed decision as to whether or not they wish to participate. This information will include:

1. Privacy Act/security provision;
  2. Personal and financial liability;
  3. Leave rules and overtime; and
  4. Time and attendance requirements.
- B. Employees will signify that they have volunteered to participate in the Flexiplace Program and will abide by the Flexiplace provisions by signing and dating the Flexiplace Program Agreement.

#### Section 5 – Removal from the Program

- A. The Agency may remove an employee from the Flexiplace Program or suspend an employee's participation:
1. When in the judgement of the supervisor, Agency work requirements preclude participation;
  2. Based on the employee's failure to adhere to the requirements specified in the Flexiplace Program Agreement;
  3. For conduct that demonstrates an inability to act in a manner consistent with the Program; and/or
  4. Upon a decline in overall performance below the fully successful level.
- B. Normally, employees will not be removed from participation for single, minor infractions of Flexiplace Program requirements. Supervisors will make a bona fide effort to counsel employees about specific problems before effecting removal. When a decision is made to remove an employee from the Flexiplace Program, the employee must be given written notice indicating the reason(s) for the removal.

#### Section 6 – Problems Affecting Work Performance

Employees are responsible for reporting to their regular duty station whenever any problems which are extant at the beginning of the workday arise which adversely affect their ability to perform work at the ADS. Examples could include such situations as equipment failure, power outages, telecommunications difficulties, etc.

#### Section 7 – Hours of Work and Leave

Employees performing work at the ADS are subject to the same maximum workday limits as they would be if they were performing work at their official duty station, consistent with Article 11, Time and Leave. Employees performing work at the ADS are not authorized to work overtime or official compensatory time, except as specifically authorized by their supervisor.

#### Section 8 - Temporary Changes

- A. Employees may be required to report to their official duty station for previously scheduled training, other meetings, or to perform work on a short

term basis that cannot otherwise be performed at the ADS or accomplished via telephone or other reasonable alternative methods.

- B. Employees may also be required to report to their official duty stations for unanticipated operational exigencies to perform Agency work which the supervisor has determined cannot otherwise be performed on another workday, at the ADS, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice when possible, and be provided a reasonable amount of time to report. Employees should make every effort to report as soon as possible. With good and sufficient reason, the employee will be provided up to two (2) hours to report.
- C. An employee who works at the official duty station for the entire day on a day he/she was scheduled to work at the ADS will be permitted to work a different day at the ADS.

#### Section 9 – Emergency Closing/Late Opening/Early Dismissals

- A. When the employee's official duty station is closed due to an emergency for all or part of a day, the employee may be given but is not entitled to excused absence in the same amounts as received by employees at the duty station. The decision will be made on a case by case basis considering such factors as the nature of assignments available to be performed by the employee and the degree of disruption of their work by weather conditions in the area of the ADS.

## **ARTICLE 9. EMPLOYEE MEDICAL ISSUES**

### Section 1 - Scope

The Agency may order or offer a fitness for duty examination in accordance with applicable law and regulation.

### Section 2 - Prerequisite Conditions

When there are reasonable grounds to believe that a health problem may be causing or contributing to an employee's performance or conduct problems, the employee shall be given an opportunity to provide medical evidence documenting the health problem affecting his or her performance or conduct. An employee may initiate an application for disability retirement on his or her own behalf at any appropriate time.

### Section 3 - Medical Determination

- A. The Agency may require an employee receiving worker's compensation benefits or assigned to limited duties as a result of an on-the-job injury to report for medical evaluation when the Agency has identified an assignment or position (including the employee's regular position) which it reasonably believes the employee can perform consistent with the medical limitations of his or her condition.
- B. In addition to the provisions of Section 2., above, the Agency may offer a medical examination when an individual has made a request for medical reasons for a change in duty status, assignment, or working conditions or any other benefit or special treatment (including reemployment on the basis of full or partial recovery from a medical condition) and the Agency, after it has received and reviewed medical documentation, determines that it cannot grant, support, or act further on the request without verification of the clinical findings and current clinical status.
  1. When the Agency orders or offers a medical examination under the provisions of the prevailing regulations, it shall inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. The Agency shall designate the examining physician. Whenever a claim of medical inability to perform one or more duties of the position is made by an employee or the Agency, the employee shall submit supporting medical documentation which the Agency shall consider in making a decision related to the employee's incapacity and make it part of the file. This information will be submitted within a period set by the Agency which is reasonable under the circumstances.
  2. The Agency shall provide the examining physician with a copy of any approved medical evaluation protocol, applicable standards and requirements of the position, and/or a detailed position description of the duties of the position including critical elements, physical demands, and environmental factors.

3. The Agency shall order or offer a psychiatric evaluation to an employee in accordance with applicable law and regulation.
- C. All medical examinations ordered or offered pursuant to paragraphs 3A and 3B in this section shall be at no cost to the employee and at no charge to leave.

#### Section 4 - Counseling

When a disabled employee meets existing disability retirement requirements, the Agency will counsel the employee concerning disability retirement and explain the procedure for voluntarily applying for disability retirement. In the event that such an employee is unable to file on his or her own behalf, the Agency may initiate, with notice to the employee, an application for the employee in accordance with applicable laws and regulations.

- A. The Agency shall provide the employee proper notice, in accordance with applicable regulations, and shall permit the employee thirty (30) days in which to respond in writing. A copy of the applicable regulations will be provided to the employee.
- B. If the medical evidence and performance records establish that the employee retains the capacity to perform satisfactorily in a vacant lower grade position which the Agency seeks to fill within the employee's commuting area, the employee will be informed of his or her option to request such a demotion.

#### Section 5 - Confidentiality of Records

All records pertaining to the employee's examination and any subsequent personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or specifically authorized by the employee. There will be a written statement to the employee of the disclosure.

#### Section 6 - Assignments of Duties for Medical Reasons

In lieu of remaining on sick or other approved leave, employees recuperating from serious illness or injury and temporarily unable to perform their assigned duties as certified by a physician may voluntarily submit a written request to their supervisor for a temporary assignment to duties commensurate with the disability and the employee's qualifications. The Agency may require that such requests be accompanied by medical documentation from the employee's treating physician(s) supporting the employee's capacity to perform the requested duties. The Agency will consider such requests in accordance with applicable rules and regulations, medical recommendations, and its operational ability to utilize the employee in the manner requested. When the decision is made to place the employee in a duty status either full or part time, the Agency will, to the extent feasible, assign the employee to duties and responsibilities within his own work unit commensurate with the employee's disability and qualifications. Employees will continue to be considered for promotional opportunities for which they are otherwise qualified unless the Agency determines the position must be filled for

mission reasons before the employee will be sufficiently recovered to perform the full range of duties.

## **ARTICLE 10. EMPLOYEE ASSISTANCE PROGRAM**

SECTION 1. The Agency agrees to inform employees about the services available from the Employee Assistance Program through the intranet. The EAP contact point and means of contact will be posted on the intranet. When an employee requests assistance from the EAP, the Agency shall make every reasonable effort possible to help the employee obtain the needed services.

SECTION 2. Participation in the EAP shall be voluntary. The confidentiality of employees using the services of the EAP provider shall be maintained by the provider except in such cases as the provider has a reasonable belief that failing to notify the Agency may result in physical harm to the employee.

SECTION 3. An employee who is referred to the Employee Assistance Program may be granted administrative leave for the initial counseling session. All other counseling sessions will be charged to the appropriate leave (i.e. sick leave, annual leave or leave without pay.)

SECTION 4. The Agency will notify the Union of any changes to the Employee Assistance Program.

## **ARTICLE 11. TIME AND LEAVE**

### Section 1 - General

- A. Employees will accrue and use sick and annual leave in accordance with applicable statutes, OPM regulations, and this Agreement.
- B. All leave charges shall be in increments of one quarter hour.
- C. Employees must request, in advance, approval of anticipated leave.

### Section 2 - Annual Leave

- A. Annual Leave is provided to allow periods of time off for personal and emergency purposes.
- B. Generally, The use of accrued annual leave is an absolute right of the employee, subject to the right of management to approve when leave may be taken. Nothing in this section may require the extension of an appointment or the delay of a personnel action to accommodate the use of leave.
- C. Management will make a reasonable effort to render timely decisions on employees' leave requests. Employees will submit requests sufficiently in advance to permit a reasonable time for the supervisor to consider the request. No employee should consider requested leave as approved until he/she is informed so by the supervisor.
- D. In considering requests for leave, all employees will be treated fairly and equitably.
- E. If scheduling conflicts arise among similarly situated employees' annual leave requests, they shall be resolved in accordance with Agency needs and then by length of full-time service at the NTSB.
- F. Management recognizes the needs of employees to plan vacation and personal time off. Therefore, management will consider the impact of canceling requested leave on employee leave plans when informed by the employee of the circumstances. The parties acknowledge that the operating needs of the Agency are paramount in any decision made.
- G. Carryover (restored) leave will be addressed in accordance with applicable rules and regulations.

### Section 3 - Sick Leave

- A. Sick leave is an employee's earned benefit and is used for the purposes defined in 5 CFR 630 Subpart D.
- B. It is the responsibility of an employee who is incapacitated for duty to notify his/her immediate supervisor no later than 1 hour before the beginning of the work day using the supervisor's voice mail. The employee will provide the phone number at which he/she may be reached, if other than his/her home phone number when giving such notice. If the employee is unable to reach the supervisor's voice mail, the message is to be left with the Communications Center. If at all possible, employees incapacitated for duty will not be required to conduct any work, including telephone conversations, while on sick leave. An employee who expects to be absent more than one day will inform the supervisor or designee of the expected date of return to

- duty and notify the supervisor of any change. In the case of extended illness supported by medical documentation, daily reports will not be required.
- C. Supervisors may accommodate employees who request, in advance, a change in work schedule to meet medical or dental appointments.
  - D. Employees may be advanced up to 30 days sick leave for serious disability or ailment when appropriate and in accordance with 5 CFR 630 Subpart D.

#### Section 4 - Documentation for Sick Leave

- A. An employee requesting sick leave, or for periods of illness of more than three consecutive workdays must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. In cases where a reasonable belief exists that the employee is abusing sick leave, an employee may be required to submit documentation regardless of the period of absence. An employee may justify the request for sick leave:
  - 1. By medical certification from the employee's personal physician or health care provider, or
  - 2. By the employee's own written statement in instances where the illness was not treated by a physician. The statement will indicate why a physician was not seen, for example, remoteness of area, nature of illness, or other specific reasons. The supervisor may require medical documentation should the employee's written statement not be sufficient to support the request.
- B. An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a physician's certificate on a continuing basis if the employee: (1) is not on leave restriction and (2) provides, upon reasonable request, an updated valid medical certificate which clearly states the continuing need for the periodic absences.
- C. Medical certification must include a statement that the employee was incapacitated for work and date(s) of incapacitation. This will be considered sufficient for medical certification purposes unless a reasonable basis to believe the employee is abusing sick leave exists. This applies to both sick leave of more than three (3) days and certification for sick leave restrictions.
- D. Documents regarding employee absence for sick leave are to be maintained in a secure and confidential manner.

#### Section 5 - Unavoidable Delay While on Official Business

When employees are unable to return to their home station through no fault of their own while away on official government business, the employees will notify their supervisors as soon as possible and obtain appropriate instructions. In such instances, the employees will be paid overtime or approved compensatory time, as appropriate, for any work they are specifically directed to perform by their immediate supervisor beyond normal duty hours. If the employees are unable to return to their duty stations and must stay overnight at some other location, per diem expenses will be paid when specific permission from the supervisor is obtained.



## Section 6 - Employee Absences for Court or Court-Related Services

Employees will be compensated for court appearances and jury duty in accordance with applicable law, and government-wide regulations.

## Section 7 - Leave Without Pay (LWOP)

Decisions to grant Leave Without Pay are the sole and exclusive prerogative of the employer other than in such cases as are specifically addressed in law or regulation. The Agency will give serious consideration to all bona fide requests for LWOP. The granting of LWOP will be in a fair and equitable manner.

## Section 8 - Hazardous Weather/Emergency Conditions

Determinations of relief from duty for weather or other emergent condition are the sole and exclusive prerogative of the employer unless specifically addressed in law or regulation.

## Section 9 - Religious Compensatory Time

- A. In accordance with 5 CFR 550.1002, to the extent that modifications in his/her work schedule do not interfere with the efficient accomplishment of the mission, the Agency shall afford an employee the opportunity to work compensatory overtime and shall grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal bona fide religious beliefs require that the employee abstain from work during certain periods of the work day or work week.
- B. Employees may work such compensatory overtime for the purpose in subsection A. above, before or after the granting of compensatory time off. Compensatory overtime will be credited in accordance with Article 10, Hours of Work and Overtime. Appropriate records will be kept of compensatory overtime earned and used.

## Section 10 - Military Leave

- A. Requests for absence for military leave will be handled in accordance with law and regulations.
- B. Employee requests for voluntary orders or requests from the unit for volunteers outside of the two week annual reserve duty will be coordinated through the immediate Agency supervisor prior to submission to the Guard or Reserve unit commander.
- C. Any employee in the Guard or Reserve or any other entity involving military leave must provide his/her immediate Agency supervisor a current name address and phone number of the unit of which he/she is a member and the name and rank of the commanding officer.
- D. Employees serving on an active duty for periods less than 31 consecutive calendar days are to provide their immediate Agency Supervisor a phone number where they may be reached during their duty day on the assignment and the name and phone number of the unit involved if different from that defined in C. Above.

#### Section 11 - Advance Annual/Sick Leave

- A. An employee may be advanced all annual leave and sick leave in accordance with appropriate regulation. Upon separation, employees must repay the balance of any remaining advanced annual leave.
- B. Denials of requests for advance leave must be conveyed to the employee promptly and must contain a specific explanation of the reasons for the denial.

#### Section 12 - Voluntary Leave Transfer Program/Leave Bank

As authorized by 5 CFR 630 Subpart J, employees are entitled to donate and receive leave for medical emergencies. The Agency will inform employees who have medical emergencies of this program and solicit leave donations on behalf of those eligible employees who request it.

## **ARTICLE 12. WITHIN-GRADE INCREASES**

Section 1. To be entitled to a within-grade increase an employee must:

- A. Have completed the waiting period required by applicable law and regulations;
- B. Not have received an equivalent increase during the waiting period required;
- C. Have a summary rating of at least satisfactory on his or her most recent performance appraisal.

Section 2. Employees will be notified in writing within 30 days after the due date of the within-grade increase if the increase will be denied. The notice will inform the employee of:

- A. The reasons for the negative determination and the respects in which the employee must improve his or her performance in order to be granted a within-grade increase;
- B. The employee's right to file a written request for reconsideration of the negative determination provided such request
- C. is filed within 15 days;
- D. The name of the reconsideration official to whom the request is to be submitted.

Section 3. The reconsideration official shall provide the employee with a prompt written final decision. If a negative determination is reversed by the reconsideration official, the within-grade increase will be retroactive to the original due date. If the reconsideration official upholds the original negative determination, the official will set forth the reasons therefore and inform the employee of his or her right to file a grievance under the negotiated grievant procedures.

Section 4. When an employee or his or her personal representative files a request for reconsideration, a reconsideration file will be established which contains all pertinent documents relating to the negative determination including:

- A. The written negative determination and the basis therefore;
- B. The employee's written request for reconsideration;
- C. The report of investigation, when an investigation is made;
- D. The written summary or transcript of any personal presentation made; and
- E. The final decision on the request for reconsideration.

Section 5. Written Exceptions. The employee will be given an opportunity to submit a written exception to any summary of a personal presentation made by the employee. The reconsideration file will be furnished to the affected employee or his or her personal representative on request.

Section 6. If an employee's within-grade increase has been withheld because of a negative determination, the employee's supervisor will make a new determination within 52 weeks after the date the employee received

notice of the negative determination. If the new determination is positive, the employee's within-grade increase will be effective as of the first day of the first pay period following the date of the positive determination.

## **ARTICLE 13. EMPLOYEE AWARDS AND RECOGNITION**

### Section 1 -- Background and Purpose

The intent of this Article is to promote a positive work environment and to link awards to employee contributions that enhance Agency performance. The Agency agrees to follow the provisions of NTSB Order 1002 in the administration of the awards program applicable to bargaining unit employees unless specifically superceded by this Agreement.

### Section 2 -- Policy

When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would constitute appropriate recognition and, for monetary awards, in determining the amount of money to be granted. Funding availability must also be considered in the granting of monetary awards. The Agency will furnish the Union upon request a list of awards received by bargaining unit employees at the end of each performance period. The list will include all awards for that period whether performance based, special act or other category.

Section 3 -- Awards will be processed in a timely and expeditious manner.

Section 4 -- Awards Partnership. The Parties shall establish at the request of either an awards partnership to review award procedures affecting bargaining unit employees. The Parties will each designate three (3) employees to serve on this partnership. The partnership shall review the award process and make recommendations to the Managing Director. Partnership deliberations will be held in the strictest of confidentiality and avoid even the appearance of conflict of interest. Any agreement reached shall become a part of the collective bargaining agreement.

### Section 5 -- Suggestion Awards

The Agency will encourage employees to file suggestions under an Agency Suggestion Program. Suggestions will be considered in a fair and equitable manner. Suggestion awards will be appropriate for tangible suggestions, intangible suggestions, and problem identification, as defined in the Agency's Suggestion Program.

### Section 6-- Award Nomination Procedures

- A. Employees are encouraged to identify individual employees whom they believe should be recognized for high quality accomplishments or contributions.
- B. Nominations of individual employees should be submitted, in writing, to the appropriate manager. The nominations should include a description of the accomplishments or contributions of the nominee(s) and an explanation of their significance, as well as the name of the employee submitting the

nomination. Nominations should not include suggestions for the type of award or the amount of money to be granted. Information provided in the nominations will be considered in determining appropriate recognition.

**ARTICLE 14. DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS**

**Section 1 - General**

- A. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time with the employee returning to his/her regular duties at the end of the detail.
- B. Details of 90 days or more shall be recorded and maintained in the Official Personnel Folder and one copy shall be given to the employee.
- C. The following procedures shall apply when offering noncompetitive details of sixty (60) consecutive workdays or more to both classified positions and unclassified duties:
  - 1. The Agency will consider qualified volunteers when the amount of time in advance of the anticipated detail permits such consideration.
  - 2. The appropriate management official will inform nonselected volunteers of their nonselection.
  - 3. Employees may make known to the appropriate supervisor their desire to serve on a particular detail.

**Section 2 - Temporary Promotions**

- A. Otherwise Qualified employees detailed to a higher-grade position for a period of more than sixty (60) consecutive work-days must be temporarily promoted. The employee will be paid for the temporary promotion at the beginning of the next full pay period. The temporary promotion should be initiated at the earliest date it is known by management that the detail is expected to exceed sixty (60) consecutive work-days.
- B. Temporary promotions in excess of one hundred twenty (120) calendar days shall be filled through competitive procedures.

**Section 3 - Lower-Graded Duties**

Should the requirements of the Agency necessitate a detail to a lower-level position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

**Section 4 - Representatives**

Management will seek to avoid placing a Union representative on a detail that would prevent that official from performing representational functions. The Agency agrees to notify the Union when placing any designated Union representatives on detail away from the representative's normal duty station.

**Section 5 - Voluntary Reassignment**

Employees seeking voluntary reassignments shall be entitled to prompt and fair consideration.

#### Section 6 - Relocation Expenses

An employee whose duty station changes either involuntarily or due to a promotion shall be entitled to relocation expenses in accordance with law and regulations.

#### Section 7 - Leave Status in Reassignments

Leave previously requested and approved will be permitted provided the effective completion of mission needs is not affected by the use of such leave.



## **ARTICLE 15. TRAINING AND CAREER DEVELOPMENT**

### Section 1 - General Provisions

- A. The Agency and the Union agree that the training and development of employees is of critical importance in carrying out the mission of the Agency. In recognition of this, the Agency will provide training and career development opportunities to employees of the bargaining unit. The Agency is responsible for ensuring that all employees receive the training necessary for the performance of the employees' assigned duties.
- B. The parties agree that there may be reorganization, technological changes, RIFs, or other major actions which could have an impact on job security. In recognition of this and consistent with law and regulation, the Agency will make every effort to provide training which would allow employees to move into existing or projected vacancies, consistent with budget and staffing restrictions.
- C. Nothing in this Section is intended to interfere with applicable merit promotion requirements.

### Section 2 - Union Training Coordinator

- A. The Union shall identify a training coordinator who may make recommendations to management regarding training and career development and opportunities for bargaining unit members.
- B. The Training Coordinator shall meet with management as needed to address training issues such as but not exclusive of
  - 1. Orientation sessions for new employees,
  - 2. In-service or on-the-job training to improve the employees' capability to perform their current jobs,
  - 3. Training for career enhancement,
  - 4. Cross-training and rotational assignments,
  - 5. Funding for training,
  - 6. Upward mobility, and
  - 7. Tuition Support.

### Section 3 - Training Costs

- A. The Agency will pay all expenses, including tuition and travel, in connection with training required by the Agency to perform the duties of an employee's current position or a position to which an employee has been assigned.
- B. The Agency will also pay expenses for approved work-related training that will:
  - 1. Improve an employee's ability to perform his/her current job or a job the employee has been selected to fill through merit promotion.
  - 2. Increase an employee's knowledge or skills in connection with career growth or advancement opportunities.
- C. Distribution of training funds will be based on Agency operational needs.

#### Section 4 - Reassignments and New Assignments

When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Agency will provide training to enable employees to perform all required duties.

#### Section 5 - Scheduling Training

- A. When training required by the Agency is conducted during an employee's regularly scheduled work hours, he/she will attend on duty time.
- B. When training is approved consistent with this Article, the Agency will make a good-faith effort to accommodate an employee's training or educational program.

#### Section 6 - Training Information

- A. The Agency shall inform employees about Agency training opportunities. Upon request, the Agency will advise individual employees of training opportunities that meet identified educational or career objectives.
- B. The Agency will maintain up-to-date information about training courses, programs, and seminars conducted or sponsored by the Agency or available from some other source.

#### Section 7 - Notification

Employees will be notified of approval or disapproval of training requests as soon as possible. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training, as funds become available. That request will be given consideration but may be disapproved due to higher training priorities. If not selected for training, the employee will be notified of the reasons on request.

#### Section 8 - Educational Programs and Continuing Education

- A. The Agency shall work with educational institutions and other training sources when feasible, cost effective and consistent with mission needs, to develop opportunities for employees to participate in long-term educational programs.
- B. The parties recognize that time for pursuing continuing education may be beneficial to the Agency. Supervisors therefore may consider providing duty time to employees for pursuing continuing education opportunities when it is determined to be in the Agency's interest to do so.

#### Section 9 - Tuition Support

- A. Employees who are eligible for receiving tuition support shall be informed of the availability of reimbursement funds and shall be given the opportunity to apply for the reimbursement funds.
- B. When a change in qualifications for a position mandates an additional requirement for an employee already holding that position, the Agency will give bona fide consideration to paying for the education needed for the employee to meet the new qualifications subject to controlling law and regulation.

Upon request and submission of information detailing the courses desired, cost and benefits, employees will be considered for tuition support based on Agency needs and available funds.

## **ARTICLE 16. UPWARD MOBILITY**

### **Section 1 - Goals and Objectives**

The goal of Upward Mobility is to provide maximum opportunity for employees to advance so as to perform at their highest potential. An objective of Upward Mobility is to support the advancement of underrepresented minorities and women and to meet other special emphasis program goals. The Agency's wide range of occupations will be considered in developing Upward Mobility opportunities.

### **Section 2 - Program Penetration**

The extent of the Agency's Upward Mobility endeavors will depend on, among other things: (a) the number of lower-graded employees having the requisite potential; (b) the number and type of target positions available which would link employee potential with positions in support of the Agency's operations; (c) available training resources; and (d) ceiling or budget constraints. Efforts will be made to create alternate ways to support Upward Mobility such as collaborative efforts with schools having different academic and vocational programs.

### **Section 3 - Identifying Positions**

The Agency will design an Upward Mobility Program, consistent with Section 2 above, that is responsive both to employee career advancement and to the Agency's staffing needs. There will be joint labor/management involvement in the program. As part of this program, the Union may recommend positions which may be appropriate for upward mobility. If the Agency determines that a position should be filled as upward mobility, the position will be specifically described and announced as such. It will be filled at a grade level which is lower than the target level and will permit the consideration of employee potential as a factor in evaluating candidates for selection.

### **Section 4 - Creating Training Positions**

It is understood that upward mobility may also be achieved by: (a) evaluating situations where vacant positions can be filled at lower-grade, trainee levels; (b) identifying areas where bridge positions could be established in order to provide opportunities for employees to enhance their careers; and (c) skills upgrading to supplement the existing skills of employees so that they may fully qualify for positions in other career ladders. The consideration of positions for upward mobility will not be limited to any particular occupational series unless there is a positive education, certification or licensing requirement for that series.

### **Section 5 - Employee Initiatives**

Employees are encouraged to seek guidance from the Human Resources Office if they are interested in learning about available career opportunities. These employees will be furnished information about lines of career progression, education requirements, available job opportunities, etc. Upward Mobility

announcements will be well communicated throughout the Agency by such means as: E-mail, bulletin boards, newsletters, and staff meetings.

#### Section 6 - Specialized Training

Management also agrees that the Upward Mobility Program can be enhanced by providing tailored guidance and training in instances where it may be beneficial to help employees adjust. These special efforts may be made consistent with the requirements of the position, the selectee's talents and aptitudes, and within available resources.

#### Section 7 - Cross-Training

The parties recognize that cross-training, where this approach is feasible, can provide a valuable opportunity for employees to broaden their experience.

**ARTICLE 17. PERFORMANCE MANAGEMENT**

Section 1. Performance Management will be conducted in accordance with NTSB Order 1000, and applicable law and regulation.

## **ARTICLE 18. PROFESSIONALISM**

Section 1. The Parties agree that the American people must have complete confidence that the NTSB performs its functions with honesty, integrity, and in an unbiased manner. The public interest is best served when Agency employees perform their duties in a manner consistent with the requirements of law, objective and dispassionate investigation, and competent technical analysis, decisions and recommendations.

Section 2. The responsibility to serve the public interest and promote safety in transportation is the shared responsibility of all employees in NTSB regardless of position.

Section 3. Disputes among employees or between employees and supervisors over analysis of accident investigations may be brought to the attention of management. Employees raising such concerns must first discuss these concerns informally with their immediate supervisor and notify that supervisor in writing and in advance of raising these concerns to the Office Director. If the Office Director determines that a meeting is necessary to discuss the matter, the employee will be so informed and the meeting held.

Section 4. After meeting the requirements of Section 3., above, an employee may make his/her views known concurrently to the Chairman and Board members with copies to the employee's immediate supervisor and Office Director. The views must be presented in document form identifying the accident, safety study or other event giving rise to the matter. The document is to be dated and signed by the employee. There is no obligation on the part of the Board to include such a document in any official record.

Section 5. Employees who disclose, outside of this process, proprietary or other information, the release of which is prohibited by law, regulation or Agency policy, are aware, as a result of this agreement, that such disclosure may result in disciplinary or adverse action being taken against them.

Section 6. Employees who use the provisions of this article will not be subjected to retaliation, reprisal, or coercion solely for doing so.

## **ARTICLE 19. TEMPORARY, PROBATIONARY, AND PART-TIME EMPLOYEES**

### Section 1 - General

All employees of the bargaining unit shall be covered by the terms of this Article to the extent consistent with applicable laws and Government-wide rules and regulations.

### Section 2 - Probationary Employees

- A. The Agency agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.
- B. During the probationary period, frequent communication between the supervisor and employee is encouraged. In the event there are deficiencies in conduct and/or performance that may affect an employee's standing for conversion to career-conditional status, supervisors will counsel employees in a timely manner and document the counseling, with a copy given to the employee.
- C. Probationary employees have the right to Union representation. Probationary employees have no right under law, regulation or this agreement to grieve their separation during the probationary period. Nothing in this Agreement, Article or Section shall serve to confer any grievance rights upon a probationary employee separated by the Agency.

### Section 3 - Part-time Employees

- A. Part-time employment will be administered in accordance with the provisions of statute and 5 CFR Chapter 340.
- B. The Agency will give bona fide consideration to employee requests regarding part-time career employment consistent with the Agency's resource and mission requirements.
- C. The Agency recognizes that part-time employment may be particularly appropriate for the following classes of employees:
  - 1. Employees seeking gradual transition into retirement,
  - 2. Employees with disabilities or others who require a reduced workweek,
  - 3. Parents who must balance family responsibilities with the need for additional income, or
  - 4. Students who must finance their own education and/or vocational training.
- D. Requests for part-time employment from full-time employees will be discussed with the employee and, upon request, the employee will be provided the reasons if the request is denied.
- E. An employee's request for temporary adjustment of an established part-time work schedule will be considered if based on personal need or to permit participation in management-approved details, other assignments, or training.
- F. The Agency agrees to provide part-time and full-time employees on the same tour of duty equivalent access to employee activities.



- G. A permanent part-time employee shall receive service credit in accordance with applicable law and regulation.
- H. The Agency will advise employees upon request in writing of the effects of converting to part-time employment as it relates to employee benefits prior to the actual conversion.

Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Agency agrees to consider the employee's request based on the employee's circumstances and the needs of the Agency.

## **ARTICLE 20. DISCIPLINE AND ADVERSE ACTION**

### **Section 1 - General**

The Agency and the Union recognize that the public interest requires the maintenance of high standards of conduct. Bargaining unit employees will be subject to disciplinary action only for just and sufficient cause and adverse action for such cause as promotes the efficiency of the service. Actions based upon unacceptable performance are generally taken in accordance with 5 U.S.C. Chapter 43 but may be taken under 5 U.S.C. Chapter 75 procedures when the Agency determines it is appropriate to do so. Disciplinary and Adverse Actions will be taken in accordance with NTSB Order 1220 and this agreement.

### **Section 2 - Definitions**

For purposes of this Article, the following definitions are used:

- A. A disciplinary action is defined as a reprimand, or suspension of fourteen (14) calendar days or less; and
- B. An adverse action is a removal, suspension of more than fourteen (14) calendar days, reduction in pay or grade, or furlough of thirty (30) calendar days or less.

### **Section 3 - Removal of Disciplinary Actions**

A reprimand will be removed from an employee's Official Personnel Folder after two (2) years unless otherwise specified in the reprimand providing the employee is free of any disciplinary action during the two (2) year period.

### **Section 4 - Alternative and Progressive Discipline**

The Agency agrees that progressive discipline is designed primarily to correct and improve employee behavior, that the remedy imposed should be generally consistent with the Agency Table of Penalties, and that discipline should be applied in a fair and equitable manner.

### **Section 5 - Fairness and Timeliness**

Disciplinary actions must be consistent with applicable laws, regulations, and policy within the Agency. Discipline will be applied fairly and equitably. Disciplinary actions will be timely, based upon the circumstances and complexity of each case.

### **Section 6 - Processing Reprimands and Suspensions of 14 days or less. (Disciplinary Actions)**

- A. Reprimands. Reprimands will state the specific circumstances that led to the discipline. Employees receiving a reprimand may grieve in accordance with Article 25, Grievance Procedure.
- B. Suspension for 14 calendar days or less.
  - 1. An employee against whom a suspension for 14 calendar days or less is proposed is entitled to an advance written notice stating the specific reasons for the proposed action; time to answer orally and in writing and

to furnish affidavits and other documentary evidence in support of the answer; representation by the Union; a written decision; and, the specific reasons for the action at the earliest practicable date. The notice must:

- a. specify the reasons (including dates, time, etc.) for the proposed suspension of 14 calendar days or less;
  - b. advise the employee of the right to Union representation;
  - c. state that the employee has a right to respond to the charges (within 7 calendar days) and that no decision will be made until after the response has been received and considered, or until the response time has passed, and that any action to be taken, if adverse to the employee, shall be taken usually within 30 calendar days from delivery of the notice;
  - d. indicate that, if an extension of time is needed, a written request should be made by the employee or representative to the deciding official specifying the need for the extension;
  - e. advise the employee of the right and the right of his/her representative to review the material relied on to support the reasons for the proposed suspension;
  - f. advise the employee of the right to answer orally and/or in writing, and to furnish affidavits and other documentary evidence in support of that answer within 7 calendar days from receipt of the advance written notice. (If the employee wishes the NTSB to consider any medical condition allegedly contributing to the problem, the employee shall be given a reasonable time to furnish medical documentation of the condition. The employee shall supply such documentation within the time limits allowed for an answer.);
  - g. identify the management official who will receive the written and/or oral answer (usually the management official at the next higher level than the official who proposed the action) and how to make contact;
  - h. identify the name of the person to be contacted for information about the notice;
  - i. advise the employee and his/her representative of the right to request up to 8 hours of official time to prepare the answer.
2. The decision notice will include:
- a. the reasons for the action taken;
  - b. the evidence relied upon;
  - c. the right to grieve in accordance with Article 25, Grievance Procedure; and,
  - d. Two (2) copies of the decision

#### Section 7 - Processing Suspensions over 14 days, and Other Adverse Actions

- A. An employee against whom a suspension over 14 days or other adverse action is proposed is entitled to thirty (30) days advance written notice, except when 5 U.S.C. Section 7513(b)(1) (commonly called the crime provision) has been invoked. The notice will state specific reasons for the proposed action. Management agrees that the employee shall be given the

opportunity to request to use up to eight (8) hours of time to review the evidence on which the notice is based and that is being relied on to support the proposed action. Additional time may be granted on a case-by-case basis based on a specific request.

- B. The employee and/or representative may respond orally and/or in writing as soon as practical but no later than fourteen (14) calendar days from receipt of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. Management has the right to restrict the response time to seven (7) days when invoking the crime provision.
- C. Extensions for replying to proposed adverse actions and suspensions may be granted when good cause is shown. The appropriate management official will issue a written decision at least three (3) days prior to the effective date. The written decision shall include the reason for the disciplinary action, the evidence relied upon, a statement of findings and conclusions as to each charge and a statement of the employee's grievance and appeal rights. In responding to a proposed disciplinary action, the employee will be entitled to Union representation. The employee will be given two (2) copies of the notice; one (1) copy may be furnished to the Union by the employee.
- D. These provisions do not apply to probationary or trial employees.

#### Section 8 - Investigation of Disciplinary Actions

- A. The employee who is the subject of the investigation may exercise right to representation. The Agency will discharge its obligation to permit Union representation before any questioning takes place or signed statements are obtained. Other employees questioned in connection with the incident who reasonably believe they may be subject to disciplinary action have the right to Union representation upon request.
- B. Disciplinary investigations will be conducted fairly and impartially, and a reasonable effort will be made to reconcile conflicting statements by developing additional evidence.

#### Section 9 - Possible Criminal Misconduct

The Agency may determine, in appropriate circumstances involving criminal misconduct, that it is necessary or desirable that an employee be interviewed and required to respond to questions concerning the possible misconduct or face disciplinary action. When the employee being questioned reasonably believes that any disclosure could be used in her/his own criminal prosecution or could lead to other evidence that might be so used and clearly articulates that belief to the Agency, and the Agency wishes to require that the employee answer questions concerning her/his official duties or the suspected misconduct or face disciplinary action, the Agency must first coordinate with appropriate authorities at the Department of Justice(DOJ). With the concurrence of DOJ, the employee will then be advised that immunity has been provided by DOJ and will be given express assurance that any answers s/he provides will not be used against

her/him in a criminal proceeding. In such cases, the Agency shall, to the extent consistent with the guidance received from DOJ in that case, warn the employee in writing that:

- he/she will be asked questions pertaining to his/her employment with and duties performed for the NTSB;
- he/she has a duty to reply to the questions and failure to do so may result in Agency disciplinary proceedings;
- neither the answers nor any information or evidence which is gained by reason of such statements can be used against the employee in any criminal proceeding unless false statements or information are willfully provided, in which case, criminal proceedings may be instituted against the employee in connection with the provision of the false statements or information; and
- he/she is subject to discipline, up to and including dismissal, upon refusal to answer or failure to respond truthfully to any questions.

## **ARTICLE 21. SAFETY AND HEALTH**

SECTION 1. The NTSB recognizes its responsibility to provide safe and healthful work places and conditions, and to follow operating practices that will safeguard all employees and result in safe working conditions and efficient operation. The Union will encourage employees to comply with all safety rules and regulations as established by the Agency.

SECTION 2. Each employee shall comply with safety standards, rules and orders issued by the Agency. Employees are responsible for advising The Agency when an unsafe condition has arisen within their work area which they believe is hazardous. The Agency shall investigate and determine whether unsafe working conditions exist. If necessary, The Agency shall take steps to correct any such unsafe working conditions.

SECTION 3. The Agency will conduct safety and health inspections of each facility at least annually. The Steward or designee will be given the opportunity to participate in the inspection on official time. Upon request, the Agency agrees to furnish the Union with any monitoring data collected concerning occupational safety and health.

SECTION 4. Safety equipment, protective clothing, and other devices necessary to protect the employee shall be provided by the Agency when the Agency determines such items are required to accomplish the work involved. It is the employee's responsibility to properly and consistently use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Agency, and necessary for their protection.

SECTION 5. The Agency shall keep a well-stocked first-aid kit and booklet, as recommended by the American Red Cross, in facilities where there is no co-located health unit. A first-aid kit shall be provided, upon request, when employees are working in a location remote from the facility.

SECTION 6. Employees are required to immediately report to their supervisor any accident or injury, major or minor, which occurs on the job. When an employee becomes ill or is injured in the performance of his/her duty, the employee must advise the supervisor as soon as possible. In cases where the employee is medically unable to contact his/her supervisor, an employee's family member or other representative may provide the required notification. The Agency shall refer the employee to the appropriate office and if necessary, arrange to counsel the employee as to his/her rights to file for compensation benefits and required time frames. If

requested by the employee, the Agency will assist the employee in the completion of the appropriate forms. The affected employee will be supplied with a copy of the completed forms. The parties recognize that the office of Workers' Compensation Programs (OWCP) (Dept of Labor) approves or disapproves compensation claims and the amounts to be paid, and that The Agency has no control over the OWCP. Regulations covering traumatic injury or occupational illness are defined in 20 C.F.R. Parts 1-25. An employee who sustains a traumatic injury may select, within thirty (30) days, the continuation of regular pay (COP) for a period not to exceed forty-five (45) days in lieu of sick or annual leave.

SECTION 7. The Agency and the Union will develop, maintain and post an up-to-date list of telephone numbers of appropriate doctors, ambulance, rescue squad, police and fire departments, and hospitals for use in cases of medical emergencies. If requested, the Agency may assist in arranging transportation for an employee being sent home due to illness or accident on the job.

SECTION 8. An employee recuperating from a non-job-related illness or injury and temporarily unable to perform the duties of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the disability and the employee's qualifications. The employee shall provide a medical certificate signed by a licensed/registered physician, or other practitioner, attesting to the illness or injury and the probable length of the employee's disability. The Agency shall give proper consideration to the employee's request. Such assignments, if granted, shall not be for more than thirty (30) days in duration. Request for longer periods must be approved by the appropriate manager whose decision is final and non-grievable in accordance with federal regulations and law.

SECTION 9. Employees are encouraged to make recommendations to the Safety and health Committee that will:

- A. promote safety and health education
- B. emphasize safety precautions
- C. identify areas which should receive increased emphasis.

SECTION 10. All employees are encouraged to observe and report unsafe practices, equipment, and working conditions which may represent health or safety hazards.

SECTION 11. A program of regular exercise contributes to improved physical fitness and maintenance of general health. This, in turn, makes

employees more productive and effective, and contributes to the performance of the Agency's mission. Toward that end, the Agency will reimburse employees for fifty percent (50%) of the cost of membership in a health club or physical fitness center, up to a maximum of \$25 per month.



## **ARTICLE 22. CONTRACTING OUT**

### **Section 1. General**

- A. The Agency and the Union will cooperate and communicate to the maximum extent possible concerning contracting out that affects bargaining unit employees.
- B. The Agency agrees to notify the Union regarding any anticipated review of a function for contracting out that could affect bargaining unit positions.
- C. The Agency will notify the Union when a contracting study is underway.

### **Section 2. Information**

The Employer will provide to the Union in a timely manner copies of pertinent information relative to the contracting out to the extent permissible under law, rule, and regulation.

### **Section 3. Bargaining**

When the Employer determines that bargaining unit work will be contracted out, and doing so may result in the loss of grade by any employee or in the loss of existing bargaining unit positions, the Union shall be notified consistent with Article 34, Arrangements for Negotiations.

**ARTICLE 23. REDUCTION IN FORCE**

The parties agree that if there is a reduction in force that affects bargaining unit employees during the term of the agreement, the Union will have an opportunity to negotiate as appropriate prior to implementation.

## **ARTICLE 24. EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. The Agency and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, race, creed, color, or national origin, preferential or non-preferential civil service status, political affiliation, marital status, or handicapping condition, and to promote the full realization of equal employment opportunity through a positive and continuing effort.

SECTION 2. A unit employee who believes that he or she may be the victim of prohibited discrimination may file a formal EEO complaint with the Agency or may file a grievance, but not both. The employee shall not be deemed to have selected the EEO complaint route merely because he or she has discussed the matter with an EEO counselor, but shall be deemed to have selected the EEO complaint route at the time he or she files a formal discrimination complaint. Any employee who has filed an equal employment opportunity complaint or a grievance which alleges discrimination shall be free from coercion, interference, or reprisal.

SECTION 3. The names, work addresses, and phone numbers of all EEO counselors who are authorized to accept informal EEO complaints from unit employees will be posted on the Agency's intranet.

## **ARTICLE 25. GRIEVANCE PROCEDURE**

### Section 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievances.

### Section 2. Definitions

- A. Grievance. The term "grievance" means any written and signed complaint --
- i. by any bargaining unit employee for personal relief concerning any matter not excluded by the terms of this Agreement relating to the employment of the bargaining unit employee;
  - ii. by the Union for personal relief for any bargaining unit employee concerning any matter not excluded by the terms of this Agreement relating to the employment of any bargaining unit employee; or,
  - iii. by any bargaining unit employee, the Union, or the Agency concerning --
    - (a) the effect or interpretation, or a claim of breach, of this Agreement; or
    - (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- B. Personal Relief. The term "personal relief" means a specific remedy directly benefiting the grieving bargaining unit employee, but does not include a request for discipline or other action affecting another employee, including a supervisor or management official.

### Section 3. Scope of Procedures

- A. The procedures set forth shall be the exclusive procedures available to bargaining unit employees and to the parties to this Agreement for resolution of grievances covered under the terms of this Agreement.
- B. The following matters are not grievable and are specifically excluded from the coverage of this Article:
- i. any claimed violation of Subchapter III of Chapter 73 of Title 5, United States Code, relating to prohibited political activities;
  - ii. retirement, life insurance, or health insurance;
  - iii. a suspension or removal under Section 7532 of Title 5, United States Code, concerning National security;
  - iv. any examination, certification, or appointment;
  - v. the classification of any position which does not result in the reduction in grade or pay of an employee;
  - vi. non-selection for promotion from a group of properly ranked and certified candidates;
  - vii. termination of a probationary employee during the probationary period and termination of a temporary employee during his/her temporary appointment;
  - viii. decisions with respect to award nominations, the giving of awards or the number of awards to bargaining unit employees;

- ix. a preliminary warning or proposal of an action which, if effected, would be covered under this procedure or under a statutory appeals procedure;
  - x. matters which are not subject to the control of the Agency; or
  - xi. matters arising solely from acts occurring before the effective date of this Agreement.
- C. An aggrieved bargaining unit employee affected by a prohibited personnel practice under Section 2303 (b)(1) of Title 5, United States Code, may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. A bargaining unit employee shall be deemed to have exercised his/her option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the bargaining unit employee initiates an action under the applicable statutory procedure or files a grievance in writing under this procedure, whichever occurs first.
- D. An aggrieved bargaining unit employee affected by matters covered under Sections 4303 and 7512 of Title 5, United States Code, may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. A bargaining unit employee shall be deemed to have exercised his/her option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the bargaining unit employee initiates a notice of appeal under the applicable statutory procedure or files a grievance in writing under this procedure, whichever event occurs first.

#### Section 4. Representation

- A. Any bargaining unit employee or group of bargaining unit employees may present a grievance covered under the terms of this Agreement to the Agency under this Article. The Union as exclusive representative, or its designated representative, shall be the only representative used by a bargaining unit employee or group of bargaining unit employees under this procedure, except that a bargaining unit employee or group of bargaining unit employees may elect to represent himself/herself or themselves.
- B. If a bargaining unit employee or group of bargaining unit employees elects to represent himself/herself or themselves, the Union shall be notified and given an opportunity to be present at any grievance discussion conducted under the negotiated procedure. The Union shall also be provided with a copy of any written decision or settlement in the matter provided to such bargaining unit employee or group of bargaining unit employees at the time the Agency provides the decision to the bargaining unit employee(s). Any settlement will be consistent with the provisions of this agreement.

#### Section 5. Procedures

- A. Informal Resolution. The Agency, the Union and bargaining unit employees shall make reasonable efforts to resolve potential grievances prior to the filing of a formal grievance. Attempts at informal resolution of grievances will not automatically extend the time limits for filing grievances. Any extension of grievance time limits must be agreed upon by the parties to this Agreement.

## B. Grievance Format and Content

- i. **Employee and Union Grievances.** A grievance by a bargaining unit employee or group of bargaining unit employees, or by the Union, must be written and signed by the grievant. The grievance must contain a clear and plain statement of the complaint being made and the personal relief requested. The grievance must also contain factual detail sufficient to enable the Agency to investigate and assess the grievance; to determine whether the grievance relates to something within the Agency's control; and to determine whether the personal relief requested is within the Agency's control to provide. Grievances alleging a violation of, or failure to comply with, the terms of this Agreement or any law, rule or regulation must identify the specific provision thereof, that forms the basis of the grievance.
  - ii. **Agency Grievances.** Grievances by the Agency shall be written and signed and must contain a clear and plain statement of the complaint being made and of the relief requested, and factual detail sufficient to enable the Union to investigate and assess the grievance and to determine whether the relief requested is within the Union's control to provide. Grievances by the Agency alleging a violation of, or failure to comply with, the terms of this Agreement must identify the Article, and specific provision thereof, that forms the basis of the grievance.
- ## C. Procedures for Consideration of Grievances by, or by the Union on Behalf of, an Individual Bargaining Unit Employee .

- i. **Step One.** A grievance must be filed with the grievant's immediate supervisor no later than fourteen (14) calendar days from the date of the act or occurrence giving rise to the grievance, or from the date on which the bargaining unit employee knew, or had reason to know, of the act or occurrence. However, in no instance may a grievance be filed more than one (1) year from the date of the act or occurrence which gave rise to the grievance. The grievance must be in writing, and it must be signed by the grievant. Prior to issuing his/her decision, the supervisor, if the Union or the bargaining unit employee(s) requests, may meet with the grievant and/or the Union to discuss the grievance. The supervisor shall render a written decision to the grievant within fourteen (14) calendar days from receipt of the grievance, or within seven (7) calendar days from the conclusion of such meeting, whichever is later. The decision will include the name and title of the designated reviewing official to which the grievance may be directed if it is not resolved at this step.
- ii. **Step Two.** If the grievance is not resolved at Step One of this procedure, the grievance may be submitted to the reviewing official designated in the Step One decision. The Step Two grievance must be in writing and submitted to the designated reviewing official within fourteen (14) calendar days from receipt of the decision at Step One. Prior to issuing his/her decision and, if the Union or the bargaining unit employee requests a meeting at Step Two, the reviewing official may meet with the grievant and/or the Union to discuss the grievance. The reviewing official, or

designee, shall render a written decision to the grievant within fourteen (14) calendar days from receipt of the grievance, or within seven (7) work days from the conclusion of such meeting, whichever is later. The decision shall specify the name and title of the final deciding official to whom the grievance may be directed if it is not resolved at Step Two.

iii. Step Three. If the grievance is not resolved at Step Two of this procedure, the grievance may be submitted to the final deciding official designated by the Agency in Step Two or designee. The Step Three grievance must be in writing and submitted to the designated final deciding official within fourteen (14) calendar days from the date of receipt of the decision at Step Two. A final written decision at Step Three will be issued within fourteen (14) calendar days from the receipt of the grievance. The decision shall specify that it is the Agency's final decision on the grievance.

- D. The procedures which apply to consideration of a grievance filed by the Union, or by the Union on behalf of an individual bargaining unit employee as set forth in subsection 3 above shall also apply to consideration of a grievance filed by the Union, or by the Union on behalf of a group of bargaining unit employees, except that the grievance of each individual member of the group must be substantially identical to the statement of claim contained in the group grievance, and the personal relief requested in the group grievance must apply to each individual member of the group; and, a grievance submitted by the Union, or by the Union on behalf of, a group of bargaining unit employees who have the same immediate supervisor shall be submitted to that immediate supervisor. In the event that the members of the group have different immediate supervisors, the grievance shall be submitted to the Agency's Human Resources Office, and the Agency will then designate the official who will consider the group grievance at Step One.
- E. Procedures for Consideration of Union Grievances. When the Union initiates a grievance on its own behalf concerning (1) the effect or interpretation, or a claim of breach, of this Agreement or (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, the following procedures will apply:
- i. Step One. A grievance by the Union must be filed with the Agency's Human Resources Office no later than fourteen (14) calendar days from the act or occurrence giving rise to the grievance, or no later than fourteen (14) calendar days from the date the Union knew, or had reason to know, of the act or occurrence. However, in no instance may a grievance be filed more than one (1) year from the date of the act or occurrence giving rise to the grievance. The grievance must be in writing and it must be signed by the Union President or other Union Official. The Union may request a meeting with the Agency to discuss the grievance. The Agency shall issue a written decision within fourteen (14) calendar days from the date of receipt of the Union's grievance, or within seven (7) calendar days from the conclusion of any such meeting, whichever is later. The decision will include the name and title of the final deciding official to whom the grievance may be directed if it is not resolved at Step One.

- ii. Step Two. If the grievance is not resolved at Step One, the Union may file a written Step Two grievance to the final deciding official designated in the Step One decision within fourteen (14) calendar days from the receipt of the Agency's decision at Step One. The Step Two official shall issue a written decision within fourteen (14) days from receipt of the Step Two grievance. The decision shall specify that it is the Agency's final decision.
- F. Procedures for Consideration of Agency Grievances. A grievance by the Agency shall be submitted in writing by the Agency to the Principal Union Official or designee within fourteen (14) calendar days of the event giving rise to the grievance. The Principal Union Official will respond in writing to the grievance within fourteen (14) calendar days of receipt of the grievance. The decision of the Principal Union Official shall specify that it is the Union's final decision on the grievance.
- G. Rejection of Grievances. A grievance may be rejected if:
- i. it was not filed within the specified time limits;
  - ii. it consists of a matter or matters excluded from the coverage of the grievance procedures;
  - iii. it contains no specific request for relief;
  - iv. the remedy requested by the grievant would not directly affect that individual's conditions of employment; or
  - v. in the case of a group grievance, there is no commonality of interest between or among members of a group of bargaining unit employees.

A rejection of a grievance under this Section or subsection C.2. on grounds that the matter is not grievable under this Agreement shall constitute a statement by the rejecting party that the grievance is not arbitrable. If the grieving party does not accept the reason for rejection of the grievance, the grieving party may pursue the grievance through the remaining steps of the grievance procedure established by this Agreement, as to both rejection of the grievance and the merits of the grievance. In the event the grievance is not resolved, the procedure established in Article 26, Arbitration, shall apply.

- H. No Expansion of Issues. The issues or remedies requested at the initial filing of the grievance may not be expanded in any fashion at any stage of the grievance process.

## Section 6. Time Limits

- A. Failure to Comply. Unless mutually agreed upon, all time limits contained in this Article shall be strictly observed. The Agency agrees to extend the time limits of a grievance when the employee is assigned away from his duty station and working at a location other than an Agency office or facility. The extension will cover the length of the assignment. Failure by the Union, employee or Agency upon submitting a grievance to adhere to the time limitations for filing a grievance at any step of the procedure will result in cancellation of the grievance. The time within which grievances may be filed is not tolled by



informal attempts to resolve a potential grievance unless mutually agreed upon. Failure by the Union or the Agency to timely respond to a grievance will result in the automatic elevation of the grievance to the next step of the grievance procedure. Should the Union or the Agency fail to adhere to the time limits at the final step of the grievance procedure either party may invoke Arbitration on its grievance pursuant to the provisions of Article 26 of this Agreement.

- B. Computation of Time. In computing periods of time for purposes of this Article, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, a legal holiday, a day other than a legal holiday when the Agency's Office is closed, or a day on which a liberal leave policy is in effect due to inclement weather, in which event the period runs until the end of the next day which is not one of the aforementioned days.

#### Section 7. Service of Grievances and Grievance Decisions

- A. Service of grievance decisions on the employee's designated Union representative shall constitute service on a bargaining unit employee in the event of the absence from duty of the bargaining unit employee on the day of service.
- B. Service of grievance decisions on the Principal Union Officer or other Union officer or official shall constitute service on a group of bargaining unit employees who have filed a group grievance when the group is represented by the Union in the grievance.
- C. Service on a group of bargaining unit employees not represented by the Union shall be made on any single member of the group and on the designated Union representative.
- D. Grievance decisions by the Union shall be served on the Agency's Labor Relations Officer or designee.

## **ARTICLE 26. ARBITRATION**

### Section 1. Applicability

Any grievance under the terms of this Agreement which is not resolved may be subject to binding arbitration. Arbitration may be invoked only by the Union or the Agency.

### Section 2. Preliminary Procedures

- A. Notice. Either the Union or the Agency may invoke arbitration by serving a notice on the other within thirty (30) calendar days following receipt of the final decision under Article 25. The notice shall identify the grievance and the specific relief requested and shall be signed and dated by an authorized representative on behalf of the party submitting the matter to arbitration. Failure to invoke arbitration within the time specified shall waive the right to seek arbitration.
- B. Selection. Within seven (7) calendar days from invoking arbitration, the party that invoked arbitration shall request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) by submitting a jointly executed FMCS Form R-43 entitled "Request for Arbitration Panel". Within fourteen (14) calendar days from receiving a list of arbitrators from FMCS the parties shall meet to select an arbitrator. If the parties cannot agree upon an arbitrator, the parties shall each strike one (1) name from the list alternately and then repeat this procedure until only one name remains. The person whose name remains shall be selected as the arbitrator. The party striking the first name from the list in each case shall be chosen by a coin toss. At any time the parties may agree to obtain a new list of arbitrators from the FMCS.
- C. Cost. The arbitrator's fees and expenses shall be borne equally by the parties to the arbitration. If, prior to the arbitration hearing, the parties resolve the grievance, any cancellation fee shall be borne equally by the parties. If a party requests arbitration, and later withdraws the request for any reason other than resolution, that party shall bear the full cost of any cancellation fee imposed by the arbitrator. In all arbitrations, each party shall bear its own costs for transcripts and each party shall bear its own costs associated with the arbitration except that an arbitrator may award attorney fees to the Union in accordance with applicable law and regulation. If either party raises arbitrability and the arbitrator rules against that party, that party shall bear the cost of the arbitrator's fees and expenses of any proceeding held by the arbitrator to decide the issue of arbitrability.
- D. Scheduling. Upon selection of the arbitrator, the parties shall jointly communicate with the arbitrator to select an agreeable date for the submission of motions and responses dealing with questions of arbitrability, if any, and a date for the hearing. Hearings will be held at the Agency's premises.

### Section 3. Authority of Arbitrator

The arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provision of this Agreement. This Agreement constitutes the entire agreement between the parties and there are no other agreements, written or oral, which affect the terms of this Agreement. In construing and interpreting this Agreement, the arbitrator shall be bound by the plain language contained within its four corners. Evidence extrinsic to this Agreement shall not be received or considered by the Arbitrator in interpreting or construing this Agreement except with respect to any particular provision which is patently ambiguous.

### Section 4. Arbitration Procedures

- B. Arbitrability. Issues concerning the arbitrability of a grievance presented for arbitration under the terms of this Agreement shall be resolved by the arbitrator on written motion, or, if either party requests, a hearing, in advance of any scheduled arbitration hearing to decide the merits of the case. The arbitrator's decision on any such issue shall be communicated in writing to the respective parties at least ten (10) calendar days prior to a scheduled arbitration hearing. Unless otherwise mutually agreed to by the parties, no arbitration hearing may proceed unless and until the arbitrator has rendered a written decision on issues of arbitrability.
- C. Availability of Witnesses and Parties. The grievant(s), the grievant's representative and all employees designated as witnesses, who are in an active duty status, shall be excused from duty to the extent necessary to participate as a party or to testify as a witness in the arbitration proceeding without a loss of pay.
- D. Testimony. All witnesses who testify in an arbitration hearing shall be placed under oath by a person qualified to administer oaths within the District of Columbia. The "rule on witnesses" shall apply in all arbitration hearings when it is requested by either party.
- E. Findings of Fact and Conclusions of Law. In rendering a decision, the arbitrator shall issue detailed findings of fact and conclusions of law setting forth the basis for the decision. In cases where the arbitrator directs that particular relief be provided, the arbitrator shall issue findings of fact and conclusions of law setting forth the basis on which the relief has been ordered.

Disputes. Any dispute regarding the application or implementation of the arbitrator's award may be returned, by either party, to the arbitrator for resolution. It is understood that such return does not delay the time in which either party may file an appeal of the award.

## **ARTICLE 27. UNION REPRESENTATION AND OFFICIAL TIME**

### Section 1. Union Representation

- A. The Agency agrees to recognize Union officers or stewards as appropriate. The Union will designate a steward for each regional and field office and each Office in Headquarters except the Office of Aviation Safety within which two(2) stewards may be designated. Each steward shall normally restrict his/her representational activities to his/her specific representational area. The designated steward will be the primary Union representative for his/her designated representational area. The parties agree that during the life of the collective bargaining agreement, no Union representative will be entitled to 100% official time.
- B. Within ten (10) days of the effective date of this Agreement, the Union will notify the Labor Relations Officer or designee by memo or email of the identity of its officers and stewards and the organizational components of each steward's representational area.
- C. The Union will notify the Labor Relations Officer or designee by memo or email of a change in the identity of any representative before that representative shall be recognized by the Agency for any purpose under this Agreement.

### Section 2. Definition of Official Time

- A. For purposes of this Agreement, "official time" means time expended by a bargaining unit employee during the employee's assigned duty hours for one of the recognized purposes set forth below without charge to annual leave.
- B. Individual bargaining unit employees may be authorized to use official time for purposes recognized by applicable law, regulation and this Agreement. By virtue of recognition of the Union as the exclusive representative for bargaining unit employees, bargaining unit employees may be authorized to use official time as Union representatives for representational activities as permitted by applicable law, regulation and this Agreement.

### Section 3. Recognized Purposes for Official Time. The parties recognize the following purposes for official time:

- A. Individual purposes. To confer with a bargaining unit employee's Union representative concerning a grievance and to attend a related proceeding in which management officials and the employee are participants or other purpose specifically provided for in governing law, regulation or this agreement.
- B. Representational purposes (stewards):
  - I. To participate as a representative of the Union in any formal discussion between one or more representatives of the Agency and one or more bargaining unit employees concerning personnel policy or practices or other general condition of employment;
  - II. To participate as a representative of any bargaining unit employee whom the Agency is questioning or examining in connection with an investigation if the employee reasonably believes that the examination

- may result in a disciplinary action against the employee and the employee requests Union representation;
- III. To meet with a bargaining unit employee to discuss that employee's employment-related complaint;
  - IV. To participate in meetings with management officials in which the steward represents a bargaining unit employee concerning a grievance. Stewards are permitted reasonable time, generally not to exceed one hour in advance of a meeting with a management official concerning a grievance, to meet with a bargaining unit employee and for the purpose of preparing to represent that employee in a grievance; and
  - V. To attend grievance meetings as a Union observer when the bargaining unit employee represents him/herself.

Representational purposes (Principal Officer and one official designated by the Union):

- I. To participate as a representative of the Union in any formal discussion between one or more representatives of the Agency and one or more bargaining unit employees concerning personnel policy or practices or other general condition of employment;
- II. To participate as a representative of any bargaining unit employee whom the Agency is questioning or examining in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests Union representation;
- III. To participate in meetings initiated by the Agency's managers and supervisors concerning or relating to the impact and implementation of operational changes;
- IV. To participate in meetings to represent bargaining unit employee concerns and/or grievances with the Agency; and
- V. To attend grievance meetings as a Union observer when the bargaining unit employee is representing him/herself.
- VI. The Principal Officer and one official designated by the Union are permitted reasonable official time to prepare for the activities described in I.-V. Above

#### Section 4. Use of Official Time

- A. Persons entitled to use official time shall notify their immediate supervisor of the need and shall be granted the use of such official time as is reasonable, necessary and in the public interest.
- B. When the Agency requests that a Union official be present for labor-management activities and the Union official's supervisor denies the Union official's request for official time, the Agency will make reasonable efforts to resolve the conflict and, if necessary, will provide the Union with the opportunity to designate another Union official or reschedule the activity, if appropriate.
- C. Prior to leaving his/her duty station to meet with a bargaining unit employee, a Union representative will obtain the employee's assurance of his/her availability. The bargaining unit employee will not be required to explain to his/her

supervisor the specific reason for the meeting beyond representing that the meeting is with a Union representative relating to an individual matter as defined in Section C. 1. of this Article.

#### Section 5. Prohibited Use of Official Time

Official time shall not be permitted, used, granted or utilized for internal Union business, including, but not limited to the following,

- a. the attendance at meetings for or conducting of internal Union business;
- b. the solicitation of membership;
- c. the collection of dues;
- d. the election of Union officials;
- e. the preparation and distribution of routine and regular Union newspapers, flyers, bulletins or other publications other than those developed to directly inform bargaining unit employees within the Agency of representational matters; or
- f. the discussion of internal Union business by telephone, in person or otherwise.

In accordance with 5 U.S.C. section 7131, internal Union business shall be performed only during the time that a bargaining unit employee is in a non-duty status.

#### Section 6. Amount of Official Time For Individual and Representational Purposes

The supervisor of a person entitled to use official time will approve official time for the purposes set forth in Section C in amounts that are reasonable and necessary to accomplish the purpose for which official time is requested. Employees will normally be released unless the presence of the person entitled to use official time is needed to meet work requirements and no other employee under the supervisor's direction could reasonably be identified to perform the work when needed.

#### Section 7. Notification Procedures for Official Time Use

- A. All notifications for the use of official time shall be for finite periods and must be forwarded via Email to the immediate supervisor or designee using the format in Section K. and made sufficiently in advance of the need to use time to allow for a specific approval.
- B. Supervisory approval of the period of official time must be documented prior to the use of such official time and recorded using the format in Section K.
- C. In the event the person entitled to use official time requires additional time due to unforeseen circumstances, the person shall request an extension of that time, by telephone or other appropriate means. The request shall be made to the approving supervisor or, in that supervisor's absence, to any available supervisor of the person's unit, section or division.
- D. Upon the completion of a period of official time that is reasonable and necessary, the Union representative shall promptly report back to work and

notify the supervisor who approved the official time using the format in Section K.

- E. It is understood by the parties that unforeseen and rare unusual needs may arise precluding advance approval, such as unexpected telephone calls to a Union representative that cannot be rescheduled. On such occasions, the Union representative will notify the supervisor as soon as possible and record the event using the format in Section K. by the end of the workday.

#### Section 8. Availability Of Official Time In Case Of Disapproval

In the event that a request for the use of official time by a person entitled to use official time is disapproved in whole or in part, he/she may make an alternative request for official time and/or notify the Union. If the person entitled to use official time is a Union representative whose request for official time is denied, the Union representative may make an alternative request and/or notify the Union. In this circumstance, the Union may, in its discretion, designate another Union representative.

#### Section 9. Travel to Other Locations

When the Union and the Agency agree that it is necessary for a Union representative to perform representational activities at a work location other than his/her own, the Principal Union Officer or Chief Steward will be authorized travel and per diem in accordance with applicable law and regulation.

#### Section 10. Disputes

Any dispute over the use of official time will be resolved by the grievance procedure set forth in Article 25 of the Agreement.

#### Section 11. Notification and approval forms for use of official time for Union representatives

##### A. Request

I hereby request official time on \_\_\_\_\_ from \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m. for representational purposes.

##### B. Supervisor's Action

\_\_\_Approved \_\_\_Disapproved

If disapproved, reason:

##### C. Union Official's Report

Today I used \_\_\_hours and \_\_\_ minutes of official time from \_\_\_am/pm to \_\_\_ am/pm for representational purposes under section C\_\_\_ of Article XX of the Collective Bargaining Agreement.

## **ARTICLE 28. RIGHTS AND RESPONSIBILITIES OF THE UNION**

### **Section 1 - Introduction**

The parties recognize that a professional, businesslike and contractual relationship between the Union and the Agency is essential for effective labor management relations.

### **Section 2 - Union Rights**

In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 USC Chapter 71, and this Agreement.

### **Section 3 - Notification of Union Officials**

The Union will upon the effective date of this Agreement and thereafter as appropriate provide management with an updated list of the names of all Union officials as changes occur

### **Section 4 - Union-Employee Communication**

The Agency will not interfere with lawful direct communications between the Union and employees using agreed upon Agency facilities without just cause. The Agency will explain any action taken in this regard as soon as possible.

### **Section 5 - Surveys and Questionnaires**

- A. The Agency may at its discretion communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment.
- B. Participation in surveys will generally be voluntary. Employees will be assured that their responses will be confidential and their anonymity protected.
- C. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey regarding conditions of employment and the results are distributed to the Agency, the results will be shared with the Union.

### **Section 6 - New Employee Orientation**

The parties are encouraged to make a joint presentation to new employees to orient them about the Agency and the Union. If the Union desires to make a presentation on its own, the Union will be afforded the opportunity to make a twenty (20) minute presentation during each orientation session for new employees. Management will provide the Union with notice of the date, time, and place of the orientation. The Union official making the presentation will be allowed duty time to make the presentation. Stewards or Union officers may introduce themselves to new employees at the worksite and inform them of their availability for representation functions so long as there is no undue disruption of work activities.



## **ARTICLE 29. MANAGEMENT RIGHTS**

Section 1. In accordance with the provisions of 5 U.S.C. 7106,  
“Nothing in this Agreement shall affect the authority of any Management official--

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

B. in accordance with applicable laws--

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

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

3. with respect to filling positions, to make selections for appointments from--

a. among properly ranked and certified candidates for promotion; or

b. any other appropriate source; and

4. to take whatever actions may be necessary to carry out the Agency mission during emergencies.

And,

“Nothing in this section shall preclude any Agency and any labor organization from negotiating -

(1) at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) procedures which management officials of the Agency will observe in exercising any authority under this section; or

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

## **ARTICLE 30. PARTNERSHIP**

Section 1. The Parties agree to rededicate themselves to the Accident Investigation Partnership which was begun in 1998.

Section 2. Purpose. The NTSB-AFGE Accident Investigation Partnership Committee has the following goals:

- To Constantly improve accident investigation and related programs of the Agency;
- To constantly improve the working environment of all employees;
- To build a cooperative working relationship between the parties;
- To identify problems and craft solutions on issues raised by the members of the Partnership Committee; and
- To operate in an open environment by encouraging communications at all levels on the work of the Partnership.

Section 3. Membership. The Partnership Committee will include eight (8) members, four from each party. The Union's Principal Officer and the Agency's Labor Relations Officer will be among these members. They will serve as facilitators and provide administrative coordination for the Partnership Committee. Each party will notify the other of its members in writing.

Section 4. Structure and Procedures

- A. The Partnership Committee will meet at the Agency headquarters in Washington, DC. Meetings will take place once each calendar quarter (January, April, July, and October). The Chair will be responsible for setting the date for the meeting and securing a meeting room.
- B. The Chair of the Partnership Committee will rotate between the Parties on a six (6) month interval, so that each party chairs two consecutive Committee meetings. The Union will designate the first chair.
- C. Agenda items will be submitted to the Chair for inclusion in the agenda for the upcoming meeting. The Chair will submit a copy of the agenda to the Partnership Committee via e-mail one week prior to the meeting.
- D. The Chair will prepare the minutes of each meeting for submission and approval of the Chairman of the NTSB. Minutes will include:
  - i. Date of the meeting;
  - ii. Names of the members present;
  - iii. Old business; and
  - iv. New business.
- E. The Chair will circulate draft minutes within two weeks after each meeting. If there are no corrections, the minutes will be prepared in final form and submitted to the Chairman of NTSB. Once the Chairman of the NTSB approves the minutes, they may be posted on appropriate bulletin boards and web sites.

- F. The Partnership will agree on actions to be taken prior to the next meeting and designate those personnel who will be responsible for a given task, with a requested completion date.

#### Section 5. Recommendations and Negotiations

- A. The partnership Committee shall make such recommendations as it determines appropriate for action by the Chairman of the NTSB.

Recommendations will be made on the basis of consensus.

If consensus is not reached on a recommendation or the Chairman fails to act on a recommendation that otherwise constitutes an appropriate subject of bargaining under Federal labor law, either party may request negotiations on that matter in accordance with Article 34, Arrangements for Negotiations.

## **ARTICLE 31. LABOR-MANAGEMENT TRAINING**

### Section 1 - Union Sponsored or Requested Labor-Management Relations Training

- A. The parties agree that Union sponsored labor-management relations (LMR) training is of mutual benefit when it covers appropriate representational responsibilities. Training which relates to internal Union business will not be conducted or attended on official time.
- B. Union officials requesting official time will provide adequate notice, to include specific agendas, of scheduled LMR training. Such training must be specifically approved in advance.
- C. A training conference may be held each year for Union shop stewards upon the request of the Union. The conference shall be held in the Washington D.C. area. Stewards shall receive up to 32 hours of official time for the conference. The Principal Officer and one official designated by the Union shall also be permitted official time to attend. The Agency will pay travel and per diem expenses as appropriate. The parties will jointly discuss the agenda for the conference and the agenda will be approved by the Agency in advance. Supervisors and other Agency Managers may attend the conference as determined by the Agency and agreed by the parties.

The Principal Officer and one official designated by the Union will receive up to 40 hours of official time to attend labor management relations training sponsored by the Union or a third party. This training must be approved by the Agency in advance of attendance.

## **ARTICLE 32. DUES WITHHOLDING**

### Section 1 - Eligibility

Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this Article.

### Section 2 - Union Responsibilities

- A. The Union agrees to inform management, in writing, of the following:
  - 1. The dues amount(s) or changes in the dues amounts,
  - 2. The names of the local Union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments, and
  - 3. The name and address of the payee to whom the remittance should be made.
- B. The Union agrees to promptly forward completed and certified form(s) to the appropriate administrative office.

### Section 3 - Management Responsibilities

- A. It is the responsibility of management to:
  - 1. Process voluntary allotments of dues in accordance with this Article and in amounts certified by the Union,
  - 2. Withhold employee dues on a bi-weekly basis,
  - 3. Transmit remittance to the local allottee designated by the Union in accordance with this Article, as expeditiously as possible at the end of each pay period, together with two (2) copies of a listing containing the following information:
    - a. The name of the employee and the anniversary date of the effective date of the dues withholding and
    - b. Identification of active employees for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination.
- B. In the event technology for electronic transfer of funds becomes available, it will be authorized for the transmittal of Union dues.

### Section 4 - Procedures for Withholding

Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF 1187s to the Union-designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF 1187 will be forwarded to the appropriate administrative office for processing. Dues withholding will become effective at the beginning of the next pay period if received in the appropriate administrative office at least three (3) workdays prior to the beginning of that pay period. Questions concerning whether an employee is in the unit of recognition and eligible for payroll deduction of Union dues will be resolved through consultations between the

designated Management official and Union officials and/or through a unit clarification petition. In the event a clarification of unit petition is filed, the employee's dues will be withheld pending a decision on the petition.

#### Section 5 - Changes in Dues Amount

At any time there is a change in dues structure, the Union will send a memorandum to the appropriate management official noting the amount of the change. The new amounts will be deducted starting the first pay period following receipt by the Fiscal Officer unless a later date is specified. The memorandum must be signed by one of the Union officials designated to certify dues withholding forms.

#### Section 6 - Revocation

- A. Employees may revoke their dues withholding only once a year, on the anniversary date of their original allotment, by submitting a timely SF 1188 to the Union representatives designated for such purpose. In order for the SF 1188 to be timely, it must be submitted to the Union between the anniversary date of the effective date of the dues withholding and twenty-one (21) calendar days prior to the anniversary date. The Union representative must certify by date and signature the date the SF 1188 is given to the Union representative or by some other appropriate date stamping device.
- B. The Union official will, by reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item 6 on the SF 1188. The entry will be initiated by the Union official who will then deliver the form to the Fiscal Office prior to the close of business of the Friday following the date entered in Item 6. If, through error of the Union, an SF 1188 is received in the Fiscal Office later than the agreed-to date, the Fiscal Office will process the form at the earliest possible time, but no later than the first pay period following receipt. Union representatives may be in a duty status while receiving and processing the SF 1188 and will be released from normal duties to carry out these duties under local release procedures.

#### Section 7 - Continuation of Dues

- A. When an employee is detailed or temporarily promoted out of the bargaining unit, Union dues withholding will restart automatically when the employee returns to the bargaining unit.
- B. Anytime management officials request the Fiscal office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (i.e., promotion and reassignment), a copy of such request shall be provided to the Union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 4 will be used.

#### Section 8 - Costs

All payroll deductions and transmittals will be made at no cost to the Union.

### Section 9 - New Position Determination

If an employee who is on dues deduction is selected for a new, nonsupervisory position on which the parties do not agree whether it is in or out of the bargaining unit, the employee will remain on dues deduction until a decision is reached either through partnership or the formal CU petition process.

## **ARTICLE 33. USE OF OFFICIAL FACILITIES**

### Section 1 - Union Office Space

Management recognizes the importance and value of the Union's mission and purpose. Accordingly, Management agrees to furnish office space to the Union at Headquarters to carry out its representational responsibilities. The Union agrees that the space and equipment will not be used for any purpose other than representational activity under Federal labor law and this agreement. The Union further agrees that the Facilities division will have access to this area for cleaning, safety and security purposes.

- A. The location will be easily accessible to employees and private citizens from areas open to the general public.
- B. Union office space will be equipped with adequate telephone lines and computer capabilities.
- C. Desks, chairs, cabinets for files, shelves, and other furnishings and décor commensurate with other administrative offices will be provided.
- D. The Union may attach a lockable mailbox or other receptacle for deliveries of documents on the wall adjacent to the office.

### Section 2 – Additional Meeting Space

The Agency will, on an as needed basis and upon advance request provide private meeting space as available for discussions between employees and Union officials. The Agency will also provide suitable space for Union meetings upon sufficient advance notice and subject to reasonable conditions proscribed by the Director of Facilities for the use of such space.

### Section 3 - Telephone

- A. The Agency will make telephones available to the Union for handling representational duties and conducting labor-management relations. The Union will use these in a reasonable, prudent, and cost-conscious manner and only for purposes consistent with this agreement. The Union will reimburse the Agency for any call for which there is a charge by the service provider other than a call to an Agency employee using the most economical means.
- B. The Union will not install a modem or any other electronic device on any Agency equipment without the specific advance written approval of the Agency's Chief Information Officer.
- C. The Union may install and maintain at no cost to the Agency a separate telephone line in the Union office subject to the rules proscribed by the building management. This phone will not be connected to any Agency electronic equipment.

### Section 4 - Equipment

- A. The Agency will provide in the Union office a personal computer with standard software, programs, and capabilities compatible with the Agency's technology at the level generally provided Agency employees and a laser or inkjet printer.



- B. The Union will comply with Agency computer security policies, software licensing agreements and Agency policies governing employee computer use.
- C. The Agency agrees to furnish the Union, where available, reasonable access to photocopiers, maintenance, and other customary and routine services and equipment. The Union will provide the employer on a monthly basis a record of the numbers of copies made and any other data related to a cost incurred by the Agency in the administration of this article.
- D. The Union agrees to exercise prudence and responsibility in the use of Agency equipment. The Union is liable for any damage other than that produced by normal and routine use to Agency equipment occurring while the equipment is under the Union's control.

#### Section 5 - Bulletin Boards

- A. At each work location, the Union will be provided space on bulletin boards in areas normally used for communicating to employees.
- B. Except for bona fide reasons related to the security of Agency electronic data, the Agency agrees not to block access to the Union's internet website from the workplace.

#### Section 6 - Interoffice Mail System

The Union and its representatives may use the interoffice mail system for regular representation communications (e.g., grievances correspondence or memos to Management).

#### Section 7 E-Mail

- A. Union officials who are bargaining unit employees are permitted use of the Agency's email only for representational purposes authorized by applicable law and regulation and by express written agreement between the parties.
- B. The Union is not permitted to use the email to make general announcements that include non-bargaining unit employees.
- C. The Union will provide the Labor Relations Officer or designee with advance notice of any email sent to a group of employees the content of which would have previously been communicated via desk drop or bulletin board posting.
- D. The Union will be provided an email address on the Agency's network which will be listed in the Outlook Global Address Book or analogous system as "AFGE2211".
- E. Under this agreement, email shall not be permitted, used, granted or utilized for the conduct of internal Union business, including, but not limited to the solicitation of membership; the collection of dues; or the election of Union officials.

#### Section 8. Agreement Availability

This agreement, its supplements and amendments will be posted in the area on the Agency network where policies are posted. The agreement will provide

hypertext links from the table of contents and to cited Board Orders, laws and regulations. The Agency will make a reasonable attempt to keep these links current. The Agency will provide a link on its intranet to a designated Union website upon request.

## **ARTICLE 34. ARRANGEMENTS FOR NEGOTIATIONS**

### Section 1

The purpose of this Article is to establish a complete and orderly process to govern negotiations between the parties during the life of the agreement.

### Section 2. Information

In accordance with 5 U.S.C. 7114 (B)(4), requests for information will be made to the Agency's Labor Relations Officer or Designee via e-mail. In accordance with applicable law, the request will specify the information requested and why it is needed.

### Section 3 Reopener

With the exception of matters described in Article 3, Governing Laws and Regulations, negotiations initiated by either party during the term to add to, amend, or modify this Agreement may be conducted only by mutual consent of the parties. The parties will meet to discuss the reasons for reopening part of the agreement, and If mutual consent is reached, the moving party will have five (5) days to submit proposals. The parties will meet for the purpose of negotiating the amendments or modifications within thirty (30) days of receipt of the proposals from the moving party. Statutorily mandated changes will be implemented as required. The Union will be notified and offered the opportunity to negotiate as appropriate on the impact and implementation of such changes. It is understood that negotiation cannot delay the implementation of a statutory mandate.

### Section 4 Procedure for other negotiations

- A. The Agency will forward all proposed changes for which there is a bargaining obligation to the Union's Principal Officer or designee(s) along with copies of all relevant and necessary information to allow for negotiations. When a new law is enacted affecting working conditions, the Union will be notified prior to implementation. Service is made with a presentation of documents to the Union's Principal Officer or designee, and a confirming email from the Labor Relations Officer or designee to the Union's Principal Official or designee.
- B. Any Union demand to bargain must be received by the designated management official within five (5) working days from the date the Union's Principal Officer or designee receives the proposed change. Service is made with a presentation of documents at the Agency's reception desk, sixth floor, 490 L'Enfant Plaza East, S.W., Washington, D.C. and a confirming email from the Union's principal official or designee to the Agency's Labor Relations Officer or designee.

Negotiations resulting in an agreement will conclude with a written Memorandum of Understanding which will be incorporated into this Agreement.

## **ARTICLE 35. DURATION OF AGREEMENT**

### **Section 1 - Effective Date**

This Agreement will be implemented and become effective when it has been signed by the parties, ratified by the Union in accordance with its constitution, bylaws and practices, submitted to the Agency head and approved including review pursuant to 7114(c) of 5 USC Chapter 71.

### **Section 2 - Duration of Agreement**

This Agreement shall remain in full force and effect for a period of three (3) years after its effective date. It shall be automatically renewed for one (1) year periods unless either party gives the other party notice of its intention to renegotiate this Agreement no less than sixty (60) nor more than one hundred twenty (120) days prior to its termination date. In accordance with law, If renegotiation of an agreement is in progress but not completed upon the termination date of this Agreement, the terms and conditions of employment of employees in the bargaining unit provided in this Agreement will be automatically extended until a new agreement is negotiated.

### **Section 3 - Amendments and Modifications**

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of law and this Agreement.

This Agreement is effective in accordance with Article 35, Section 1.  
Executed this \_\_\_\_th Day of September, 2000 by:

For the Union:

For the Agency:

\_\_\_\_\_

\_\_\_\_\_

Chief Negotiator

Chief Negotiator

**APPENDIX A.**

**MEMORANDUM OF UNDERSTANDING ACCIDENT INVESTIGATION PARTNERSHIP**

1. Parties. The parties to this agreement are the National Transportation Safety Board (Agency) and the American Federation of Government Employees (AFL-CIO), Local 2211 (Union).
2. The Agency agrees that its investigative personnel face extraordinary demands on their professional and personal lives in the pursuit of their mission to make transportation safer. The Agency pledges to support its staff in improving the compensation they receive for these demands. It has and will continue to seek opportunities to enhance staff compensation and benefits accordingly including compensation for being on call for accident investigation.
3. The Parties agree that the Agency's mission requires its staff to travel to accident investigation sites with little or no notice and that the Agency must be able to assign staff according to the needs of the particular investigation. The Parties further agree that the uncertainty of the timing such calls to duty may adversely affect employees. These matters also may affect the ability of the Agency to perform its work, the quality of employees' lives and the ability of the Agency to recruit and retain staff.
4. The Parties commit themselves to work together in the Accident Investigation Partnership to address these concerns. The Partnership will review Agency policies in the following areas and make recommendations to the Chairman as soon as possible. This matter will be referred to the Partnership in August 2000 and recommendations will be submitted to the Chairman no later than October 31, 2000.
  - Notification of Accidents.
  - Designation of staff to go-team or other duty rosters.
  - Launch procedures.
  - Means of communication between the Agency and its staff.
  - Other appropriate issues.
5. Duration. This agreement shall become effective upon approval by the Agency head but no later than thirty (30) calendar days from its execution by the parties. The terms and conditions of this agreement shall expire upon the effective date of any subsequent agreement addressing an issue covered herein.

For the Agency:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Chief Negotiator

Chief Negotiator

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**MEMORANDUM OF UNDERSTANDING CHILDCARE**

1. Parties. The parties to this agreement are the National Transportation Safety Board (Agency) and the American Federation of Government Employees (AFL-CIO), Local 2211 (Union).
2. Background. On March 14, 2000, the Office of Personnel Management (OPM) issued final regulations implementing legislation which was enacted September 29, 1999. The legislation permits agencies to use appropriated funds to reduce childcare costs for their lower income Federal employees. The intended effect of the law is to make child care more affordable for lower income Federal employees. This authority created by this legislation expires September 30, 2000.
3. The Parties agree that upon the passage of legislation continuing this authority and subject to the regulations of the Office of Personnel Management, they will meet and negotiate as appropriate.
4. Duration. This agreement shall become effective upon approval by the Agency head but no later than thirty (30) calendar days from its execution by the parties. The terms and conditions of this agreement shall expire upon the effective date of any subsequent agreement addressing an issue covered herein.

For the Agency:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Chief Negotiator

Chief Negotiator

\_\_\_\_\_

Date

\_\_\_\_\_

Date