

Union Initials ____ Agency Initials ____

**NOAA Collective Bargaining Agreements and
Memoranda of Understanding**

LINE OFFICE: OAR - Great Lakes Environmental Research Laboratory - MI

LABOR UNION: AFGE Local 3908

BUS CODE: 0875

NOTE:

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AGREEMENT
BETWEEN

U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF OCEANIC AND ATMOSPHERIC RESEARCH
ENVIRONMENTAL RESEARCH LABORATORIES
GREAT LAKES ENVIRONMENTAL RESEARCH LABORATORY

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO
LOCAL 3908
ANN ARBOR, MICHIGAN

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PREAMBLE

In order that the employees in the Recognized Exclusive Unit, hereinafter referred to as "employee(s)," and Management officials of the Great Lakes Environmental Research Laboratory (GLERL), hereinafter referred to as "Management," may work together toward the common goal of the accomplishment of the agency mission and increasing the efficiency of the agency, this negotiated Agreement is hereby established, pursuant to the provisions and exclusions contained in the Statute, and pursuant to the Exclusive Recognition of AFGE 3908 (hereinafter referred to as the "Union").

DEFINITIONS

Whenever the following words appear in this Agreement, they are defined in the following manner:

1. Will/Shall are mandatory.
2. Should is planned with strong intent language.
3. May is permissive language.
4. Consultation is communication between Management and Union representatives concerning any condition of employment within the control of Management as appropriate, under applicable laws, regulations and this Agreement.
5. Negotiation is the process whereby the parties meet at a reasonable time to confer in good faith for the purpose of reaching written agreement with respect to conditions of employment.
6. Unit is the unit of recognition as defined in the certificate of recognition that is party to this Agreement.
7. Union Officer is an elected official of the local bargaining unit, such as the President, Vice-President, Secretary, or Treasurer.
8. Steward is a Union representative from within the bargaining unit designated as the focal point for employee representation.
9. Employee is a person included in the bargaining unit.
10. Supervisor is a person as defined in 5 USC 7103, including persons officially delegated authority to act in their stead for the period of time such authority is delegated.
11. Statute is Title 5 US Code chapter 71 or Title VII of the Civil Service Reform Act of 1978 as either may be amended or modified.
12. Authority is the Federal Labor Relations Authority.

ARTICLE 1. PUBLIC PURPOSE SERVED BY THIS AGREEMENT

The purpose of this Agreement is as stated in 5 USC 7101:

- A. Congress finds that
 - (1) experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them-
 - (a) safeguards the public interest,
 - (b) contributes to the effective conduct of public business, and
 - (c) facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and
 - (2) the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government.

Therefore labor organizations and collective bargaining in the civil service are in the public interest.

B. It is the purpose of this chapter to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of this chapter should be interpreted in a manner consistent with the requirement of an effective and efficient Government.

ARTICLE 2. RECOGNITION AND UNIT DESIGNATION

SECTION 1. Management recognizes the Union as the exclusive bargaining agent and representative, under the provisions of the Statute, for all employees in the unit identified in Section 2 below. The Union recognizes the responsibilities of representing the interests of all unit employees (without discrimination and without regard to Union membership) with respect to conditions of employment.

SECTION 2. The unit located in the Great Lakes Environmental Research Laboratory comprises the following:

- A. Employees included: all nonprofessional and all professional employees of the Great Lakes Environmental Research Laboratory (GLERL), Ann Arbor, Michigan, including the GLERL Lake Michigan Field Station in Muskegon, Michigan (except as excluded by B. below).
- B. Employees excluded: employees on student appointments; management officials, supervisors; and employees described in 5 USC 7112(b) (2), (3), (4), (6), and (7).

ARTICLE 3. RIGHTS OF MANAGEMENT

SECTION 1. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, including policies set forth according to the appropriate section in 5 USC; by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by regulations of appropriate authorities.

SECTION 2. Management rights are as stated in section 7106 of 5 USC as follows.

"(a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any Management official of any agency-

"(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

"(2) in accordance with applicable laws-

"(A) 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;

"(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

"(C) with respect to filling positions, to make selections for appointments from-

"(i) among properly ranked and certified candidates for promotion; or

"(ii) any other appropriate source; and

"(D) to take whatever actions may be necessary to carry out the agency mission during emergencies.

"(b) 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;

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"(2) procedures which Management officials of the agency will observe in exercising any authority under this section; or

"(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Management officials."

ARTICLE 4. RIGHTS AND RESPONSIBILITIES OF EMPLOYEES

SECTION 1. The rights of employees are given in 5 U.S.C. Section 7102. Each employee in the unit of recognition shall have the right to form, join, or assist any labor organizations 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. The rights of each such employee include the right:

- A. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
- B. To engage in collective bargaining with respect to conditions of employment through their exclusive representative if the employees are in the bargaining unit.

SECTION 2. An employee may exercise his/her right of representation in accordance with established law, rule or regulation.

SECTION 3. Nothing in this Agreement will require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deductions.

SECTION 4. Employees have the right, either individually or collectively, to petition Congress, or any member thereof, and this right will not be interfered with or denied.

SECTION 5. All employees will be provided the protection extended to them by law, regulations or this Agreement.

SECTION 6. The Parties agree to encourage but not require that employees present their work related problem to the lowest level of supervision. The terms of this Agreement do not preclude any employee from bringing matters of personal concern to the attention of his/her supervisor or appropriate officials under applicable law, rule, and regulations or established agency policy.

SECTION 7. Employees will groom themselves in a manner appropriate to the conduct of government business.

SECTION 8. In order to achieve the Agency's mission, all employees are expected to maintain established standards of conduct.

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SECTION 9. Prior to scheduling any major alterations, remodeling or painting for an employee's assigned work area, Management agrees to notify the Union and the affected employees.

SECTION 10. In the event an employee does not receive the correct amount due him on his/her regular pay day, Management will continue to make every effort to ensure that the employee receives an adjustment at the earliest possible time.

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ARTICLE 5. UNION-MANAGEMENT MEETINGS

SECTION 1. Management and Union agree that they will meet to discuss issues or concerns specific to the scope of the collective bargain agreement at the lowest possible level as early as possible in order to resolve concerns or disputes.

ARTICLE 6. UNION REPRESENTATION/OFFICIAL TIME

SECTION 1. Management agrees to recognize the elected officers and the stewards appointed by the Union. The Union will have the right to designate two (2) stewards for the bargaining unit. The Union will provide Management in writing the names of the current officers and stewards and any changes as they occur.

SECTION 2. Management agrees, subject to Section 3 below, to permit the officers or stewards to use Official Time (OT) for the following reasons: (a) meeting with representatives of Management; (b) discussion with management representatives on problems that may arise involving the administration of this Agreement and the Statute and (c) preparation and presentation of grievance of employee(s) to appropriate supervisors through the normal chain of command.

SECTION 3. Employees may not use OT without advance written authorization from management except where obtaining prior approval is deemed impracticable under regulations or guidance developed by the agency. The request for official time needs to specify the number of OT hours to be used and the specific purposes for which such time will be used. The request will provide the approving official with sufficient detail to identify the tasks the employee will undertake; thus, allowing the approving official to assess whether it is reasonable and necessary to grant the request. Use of OT will be permitted only for one representative at a time for each case or complaint. An officer or steward will notify his/her supervisor upon returning to the work area.

SECTION 4. Employees in the bargaining unit may contact their Union representative during their regular work hours after advising their supervisor and securing approval.

Supervisors will seek to grant these requests unless detrimental to critical work.

SECTION 5. Management may consult with the Union if it appears that Union representatives are using excessive government time. A good faith attempt to solve the problem by mutual agreement of the parties will be made.

SECTION 6. Management agrees that there will be no discrimination against a Union officer or steward because of performance of duties involving the administration of this Agreement.

SECTION 7. In the interest of efficient conduct of government business and the economical use of government time, activities related to the internal affairs of the Union may not be conducted within work areas if during work

hours of any employee in the area. These activities include, but are not limited to:

- A. Activities connected with organizing efforts and the internal Management of the Union;
- B. Solicitation of memberships;
- C. Collection of dues or other assessments;
- D. Circulation of authorization cards or petitions;
- E. Solicitation of signatures on dues-withholding authorization forms or forms revoking dues-withholding authorization;
- F. Campaigning for Union office,
- G. Distribution of literature.

SECTION 8. Official time recording is a bilateral system set up to meet the Office of Personnel Management requirement that Management maintain a record keeping system of official time used in the performance of representational duties.

- A. Each management official will maintain an accurate daily time sheet which will show the total time spent by union officials on representational duties while in a duty status. For purposes of this record the term "Union official" includes those employees who are elected or designated by the Union as their representatives.
- B. Those time sheets reflecting representational duties will be forwarded to the Administrative Officer, GLERL, not later than the fifth working day of each month.

SECTION 9. No official time other than that provided for in this Article shall be authorized without prior written request and permission from Management. Management is under no obligation to pay Union representatives for representational time spent when they are not scheduled to work, nor is Management obligated to incur any other Union expenses in connection with representational duties unless GLERL is directed by the Authority to do otherwise.

GLERL will be guided by decisions of the Authority and courts in matters of granting official time not herein specified.

ARTICLE 7. SUPERVISOR-EMPLOYEE RELATIONS

SECTION 1. The Union acknowledges that counseling and/or guidance of employees is the responsibility of supervisors. This counseling shall be in private.

SECTION 2. It is understood that working instructions under normal circumstances shall be conveyed to employees through established supervisory channels.

SECTION 3. Management and Union recognize that the first few weeks of employment are critical to the adjustment of new employees. Action will be taken to help the new employee understand his/her role in the organization, advise the employee of the location of the administrative offices as well as the employee's supervisor and timekeeper and explain in general pertinent rules and regulations. Management will provide new employees with a list of the names and locations of the Union officers and designated stewards. Each new employee will be provided access to a website hosting a copy of the Agreement and will be referred to the union's website.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Management 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, 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. Management will comply with the law and provide all Equal Employment Opportunity (EEO) complaints procedures, contacts and processes to GLERL employees.

SECTION 3. Any employee who wishes to file or has filed an equal employment opportunity complaint shall be free from coercion, interference, or reprisal. Any employee who seeks to file such a complaint shall do so in accordance with the negotiated grievance procedure contained in Article 10, or the procedure contained in 29 CFR Chapter XIV (16), but not both.

SECTION 4. Selection of any employee to represent the organization in any capacity relevant to EEO concerns or activities will be accomplished with due concern to selection of individuals who express interest in such concerns or activities.

SECTION 5. The Union shall have a representative on the GLERL EEO Committee if so desired. Management and the Union agree to provide information and to advise the EEO Committee of any equal opportunity problem.

ARTICLE 9. MATTERS APPROPRIATE FOR NEGOTIATIONS AND CONSULTATIONS

SECTION 1. Matters appropriate for discussion, consultation, and negotiation are personnel policies and practices related directly to working conditions which fall within the scope of authority of Management as prescribed by applicable regulations and 5 USC 7101 et. seq.

SECTION 2. Management will notify the union of changes as defined in Section 1 of this Article 14 calendar days prior to implementation. The Union will respond with a demand to bargain or request for additional information within the 14 calendar day notice period. If the Union does not respond during this period, management may implement the change.

SECTION 3. Management will afford the Union the opportunity to consult on the content of any canvass concerning matters appropriate for negotiation and consultation at least one week prior to canvassing if feasible. The Union will provide Management with any and all materials and/or information it provides unit employees concerning the canvass and its content.

SECTION 4. A template for ground rules to govern all subsequent and future negotiations is shown in Attachment 1 of this contract. This template should be reviewed and approved by both parties for each specific negotiation.

ARTICLE 10. GRIEVANCE PROCEDURE

SECTION 1. The purpose of this article is to provide for a mutually acceptable method for prompt and equitable settlement of grievances subject to the control of management. Unless otherwise provided for, this negotiated grievance procedure shall be the sole procedure available to the Union, Management, and the employee in the bargaining unit for resolving grievances. Excluded from this negotiated grievance procedure are the following:

- A. Any claimed violation of subchapter III of Chapter 73 of Title 5. U.S. Code (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal under Section 7532 of Title 5, U.S. Code (national security);
- D. Any civil service examination, certifications or appointment;
- E. The classification of any position which does not result in the reduction in pay band or pay of an employee;
- F. Any issue where there would be no personal relief to the grievant;
- G. Separation actions taken on an employee serving a trial or probationary period;
- H. Termination of other than permanent career/career-conditional employees;
- I. A Management decision which is appealable to the Merit System Protection Board (except as provided in Section 2 of this article) or subject to final administrative review by the Office of Personnel Management or the Equal Employment Opportunity Commission under law or regulations of the Office or the Commission;
- J. The content of published policy or regulations of the Department of Commerce or an operating unit thereof;
- K. The assignment of ratings of record and awards of any form of incentive pay (performance pay, bonuses, and recruitment, relocation, and retention incentives).
- L. A preliminary warning or notice of a specific action which, if effected, would be covered under the grievance system (e.g., a notice of proposed suspension).

- M. Non-adoption of suggestion;
- N. Non-selection for promotion from a group of properly ranked and certified candidates;
- O. Any other matter specifically excluded from an agency grievance procedure.
- P. Release of information from Agency files which is normally maintained by the agency in the regular course of business, but which it is prohibited by law to furnish or which is not reasonably available or is not necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; or which constitutes guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining. Any disputes may be resolved by the Authority.

SECTION 2. In adverse actions (5 U.S.C. §7512) or EEO discrimination complaints (29 CFR § 1614.103), an aggrieved employee may use either the negotiated grievance procedure or the statutory procedure for a particular complaint but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of this negotiated procedure whichever event occurs first.

SECTION 3. An employee or groups of employees may present their grievances to Management and have them adjusted with or without the services of the Union. If presented without Union representation, such grievances may be adjusted without Union representation provided the adjustment is not inconsistent with the terms of this Agreement and the Union is informed (simultaneously with the employee) of the adjustment or decision.

SECTION 4. Should either party question the grievability of a matter presented under the term of this Agreement, such will be presented to an arbitrator in accordance with Article 11, Arbitration. Grievances which question, directly or indirectly, interpretation of OAR policy, GLERL policy or NOAA or other higher authority policy or regulation, will not proceed to arbitration without determination of interpretation by the responsible agency office. The interpretation will be submitted to the other party.

SECTION 5. The Union, Management, and employees agree to endeavor to settle differences informally at the lowest level of supervision possible. Therefore, all issues will be initially discussed at the lower level before

invoking this article and the formal processes described in Section 7. (Also see Article 4, Section 6 for similar principle).

SECTION 6. Time Limits for Presenting a Grievance: an employee shall present a grievance concerning a particular act or occurrence within 15 calendar days from the date of that act or occurrence, or the date the employee first became aware or should have become aware of that act or occurrence.

SECTION 7. Under this article, employee grievances will be processed in the following manner. The employee must inform the supervisor that he/she is starting Step 1 of the negotiated grievance procedure.

Step 1. Whenever an employee considers him/herself aggrieved, he/she will discuss resolution with the immediate supervisor. If the employee desires Union representation at this stage, he/she shall notify the immediate supervisor and Union representative. Within 15 calendar days after such discussion, the supervisor will notify the employee of his/her determination and of the provisions of Section 3. If the employee desires further review, he/she shall proceed to Step 2 within 15 calendar days.

Information Note: Step 1 is intended to be a rather informal process.

Step 2. The employee shall state clearly and concisely in writing all facts which are the basis for the grievance and specify the relief sought including why the outcome of Step 1 is unsatisfactory. If the employee claims that any articles of this Agreement or other laws, rules or regulations are violated, he/she shall specify them. The grievance shall be dated and signed by the aggrieved employee and given to the immediate supervisor. If the employee desires he/she may be accompanied by a representative. Designation of the representative, if any, must be in writing. Following presentation of the grievance, the Supervisor shall respond in writing within 15 calendar days.

Step 3. If satisfactory settlement is not reached in Step 2, and the employee wishes to pursue the grievance, the matter must be forwarded by the grievant or his/her representative, in writing within fifteen (15) calendar days, to the second level supervisor (or designated representative). The second level supervisor will respond in writing, to the grievant within 15 calendar days after receiving the grievance. No new issues will be raised at this or subsequent steps which were not raised at Steps 1 and 2. Any new issue must be treated as a separate grievance.

Step 4. If the matter is still unresolved and the grievant is represented by the Union, arbitration may be invoked under the provisions of Article 11.

SECTION 8. Grievances may be filed by Management or the Union on any matter that concerns an alleged violation of the provisions of this Agreement, or any supplement thereto.

A. Management grievances shall be initiated in writing by the Director, GLERL, or his/her designee and presented to the Union President within thirty (30) calendar days of the action or condition giving rise to the grievance. Decisions by the Union President shall be rendered in writing no later than thirty (30) calendar days following the receipt of the grievance. Should the issue remain unresolved arbitration may be invoked by Management under the provision Article 11.

B. Union grievances shall be initiated in writing by the Union President and presented to the Director, GLERL, or his/her designee within thirty (30) calendar days of the action or condition giving rise to the grievance. Decisions by the Director, GLERL, or his/her designee shall be rendered in writing no later than thirty (30) calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union under the provisions of Article 11.

SECTION 9. After initiation of a grievance an extension of time limits expressed in this Article, not to exceed seven (7) calendar days, shall be granted upon the request of either party provided the request for extension is received before the expiration of the applicable time limits. Other extensions of time may be granted by mutual consent of the parties.

SECTION 10. If any employee resigns, dies, or otherwise leaves the unit by any action before a decision is reached on a grievance which is being processed and no compensation issue is involved, action will be stopped and all interested parties will be notified that the case is being closed without decision. A copy of this notification will be made a part of the case file.

ARTICLE 11. ARBITRATION

SECTION 1. If Management and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written notice by either party within thirty (30) calendar days after issuance of the final decision, may be submitted to arbitration. It is agreed that arbitration may only be invoked by either Management or the Union.

SECTION 2. Within five (5) working days from the date of the written notice of arbitration, the party filing for arbitration will request the Federal Mediation and Conciliation Service provide a list of seven (7) impartial persons qualified to act as arbitrators and the party filing for arbitration will pay any cost incurred by the FMCS for this service. The parties shall meet within 10 working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of seven and will then repeat this procedure. A toss of the coin will determine the first strike. The remaining person shall be the duly selected arbitrator.

SECTION 3. If for any reason Management or the Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

SECTION 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 5. The arbitration hearing shall be held during the regular day shift work hours, Monday through Friday. Employees whose participation in the hearing is required by the arbitrator shall be in a duty status if they would not otherwise be in a duty status. Witnesses will be present at the hearing only while testifying and should be permitted to testify only if the grievant and/or his/her representative and Management are present. The hearing will be open for observers with consent of the parties. Under no circumstances will premium pay or compensatory time off be authorized for either participants or witnesses called. Official time to prepare for the arbitration process may be authorized with prior written request and permission from Management.

SECTION 6. The cost of arbitration, if any, will be shared as follows:

- A. Arbitrator's fees and expenses shall be shared equally by the parties.

B. If a transcript is required by the arbitrator, the cost shall be shared equally by the parties. When a transcript is not required by the arbitrator, but either party desires a transcript, the requesting party shall bear the cost. If both parties desire a transcript, the costs shall be shared equally. The transcripts, where required by the arbitrator or by mutual agreement of the parties, shall be executed by a certified court reporter.

C. Travel and other costs for Management representatives and Management witnesses will be paid by Management.

D. Travel and other costs for Union representatives and Union witnesses will be paid by the Union.

E. All other costs which the parties mutually agreed to incur shall be shared equally.

SECTION 7.

A. The arbitrator will render a written decision and this decision shall set forth in detail the arbitrator's reasoning.

B. Either party may request clarification of the arbitrator's decision or award.

SECTION 8. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement or NOAA policies and regulations.

SECTION 9. The arbitrator's award shall be binding on the parties; however, either party may file exceptions to an arbitration award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The filing of such an exception by either party will act to stay the effect of an award until final adjudication by the Authority.

ARTICLE 12. DISCIPLINE

SECTION 1. The maintenance of good morale and discipline is essential to the satisfactory operation of the Great Lakes Environmental Research Laboratory. Management agrees that disciplinary actions may be taken only for such cause as will promote the efficiency of the service, must be supported by a preponderance of the evidence, and must be warranted by just cause. The employee will be advised specifically as to the details of the offense with which he or she is charged, so as to enable that employee to understand the charge and to defend against it.

SECTION 2. At any investigatory meeting where an employee is being questioned by a management representative and there is reasonable belief that disciplinary action may be taken, the employee is entitled to a union representative if he or she asks for such representative.

SECTION 3. Disciplinary actions will be processed in accordance with all applicable laws and Agency regulations. When issued a proposed disciplinary or adverse action, employees are entitled to a representative of their choice in presenting a reply. This can be a Union representative, an attorney, etc. If an employee elects Union representation, the representative shall be the designated Steward unless:

- A. The activities of the representative selected would cause a conflict of interest or position; or
- B. The representative selected is a NOAA employee whose release from official duties would result in unreasonable costs to the Government or whose priority work assignments preclude release from official duty. (If requested, the reasons for the denial would be in writing.)
- C. The Union president may change the designated representative for good cause. In the event the Union Steward or other designated representative enters a proceeding in behalf of an employee, the employee is required to file a written statement of authorization with the servicing personnel office beforehand.

SECTION 4. In all cases of proposed disciplinary action, the employee will be furnished with a copy of the proposal. Management will make available for review to the employee all material relied upon on which the proposed disciplinary action is based. The employee will be informed where such material may be reviewed and will be permitted a copy of said material.

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ARTICLE 13. POSITION CLASSIFICATION

SECTION 1. Position classification procedures shall be conducted according to the Commerce Alternative Pay System rules and regulations.

ARTICLE 14. MERIT ASSIGNMENT PLAN- SELECTED POSITIONS

SECTION 1. The Union and Management agree that we will follow the NOAA Merit Assignment Plan. The foregoing statement is modified only to the extent indicated by the following sections and/or unless the parties mutually agree otherwise.

SECTION 2. It shall be the policy of Management to promote employees in career ladder positions, budget permitting, to each succeeding level, when the duties are validated by proper position description(s) and classification decision, as rapidly as the employee demonstrates the ability to perform the duties at that level to Management satisfaction and when he/she has met qualifications. It is agreed that the supervisor is responsible for initiating career ladder promotions and will discuss with the employee reasons for non-promotion. Career ladder promotions will be handled in an expeditious manner.

SECTION 3. Management agrees that any employee in the unit for whom a detail to a higher pay band position within the bargaining unit is planned which will exceed 2 complete pay periods (but not exceed 120 calendar days), who meets the qualification requirements prescribed by OPM for the higher pay band position and promotion is otherwise consistent with law and other Government-wide regulations, shall be temporarily promoted in lieu of being detailed.

SECTION 4. Selections for temporary promotion within the bargaining unit not to exceed 120 days will normally be made from among qualified employees in the laboratory. Such selections will be based on Management decision as exceptions to competitive promotion procedures. Separate temporary promotion situations shall be rotated among qualified employees, where possible.

SECTION 5. Management agrees to announce to the Bargaining Unit the names of promoted employees.

ARTICLE 15. WORK ASSIGNMENTS/DETAILS

SECTION 1. Management agrees that employees will normally be assigned to work which is appropriate to their job classification. Management retains the right to assign duties to employees based on program needs. Employees will be furnished a copy of their position description upon entering on duty and as changes are made. Management and employees have a mutual responsibility to assure that position descriptions are kept current and are based on the principle duties and responsibilities assigned each position.

SECTION 2. Position descriptions which contain the terminology "other duties as assigned" refer to other reasonably related duties of the position.

SECTION 3. A detail is the temporary assignment of an employee to a different position and/or duties for a specified period, with the employee returning to his/her regular position at the end of the detail.

SECTION 4. Employees detailed to other positions shall be given a statement of duties if such assignments are for 30 calendar days or more. Details in excess of 30 calendar days will be reported on Standard Form 52, and maintained as a permanent record in the employee's Official Personnel Folder.

SECTION 5. When an employee is assigned temporary duties, whether in a detail or in an acting capacity, management will clearly communicate the duties and authority assigned to the employee. Employees assigned to duties in a higher pay band position within the bargaining unit which will exceed 2 complete pay periods, the employee will be temporarily promoted as described in Article 14, Section 3. Management will rotate assignment of temporary duties among qualified employees.

ARTICLE 16. TRAINING

SECTION 1. Management and the Union agree to the objective of improving and maintaining the effectiveness of GLERL's mission and operations by developing a well trained work force and assisting employees to achieve this capability through providing training and educational opportunities.

SECTION 2. When in-house training is offered, a notice will be posted and each employee shall have the opportunity to express interest.

SECTION 3. Management may approve work-related training at a non-government facility. The employee will be considered to be in a duty status for such training.

SECTION 4. All required fees and expenses for assigned training authorized by Management (e.g., tuition, books, lab fees, and equipment) will be borne by Management. Nonexpendable property purchased under the provisions of this section remains the property of the U.S. Government.

SECTION 5. If an employee is assigned new duties in which he/she has had no previous experience or training, management will determine whether a need for training exists and the appropriate training to meet that need.

SECTION 6. The Unit may be authorized up to a total of 80 hours official time each fiscal year for Union representatives, elected or appointed, to attend Union sponsored training in accordance with the following conditions:

- A. Each training will be limited to 24 hours.
- B. Agenda for the training must be furnished to Management at the time of the request for the training.
- C. Training is deemed to be in the public interest in accordance with 5 USC 7131 D2.
- D. Union representative will submit a request for official time prior to the training.
- E. Supervisor will approve or disapprove request in accordance with supervisory discretion.

ARTICLE 17. HOURS OF DUTY

SECTION 1. The basic 40-hour work week shall be Monday through Friday. The normal hours of work for employees shall be within 8:00 AM to 4:30 PM. Employees may work outside of these normal hours by participating in an Alternative Work Schedule (AWS). Management has final authority to determine employee work hours/schedules.

SECTION 2. Alternative Work Schedules.

Definitions

Alternative Work Schedule (AWS): Work schedules that offer an alternative to the basic 8 hour, 5 day work week.

Compressed Work Schedule (CWS): CWS is a fixed schedule which enables an employee to complete their basic work requirement (for example, 80 hours for a full-time employee) in fewer than 10 full work days in each biweekly pay period. There are no flexible times in a compressed schedule. There is no provision for credit hours.

5/4/9 CWS: Participating employees work 80 hours in 9 days and have one day off each Pay Period. Employees have a fixed schedule of four 9-hour days and one 8-hour day one week, and four 9-hours days the other week of the pay period. The 8-hour work day must be part of the employee's work schedule of record. However, the 8-hour day is not limited to Monday or Friday.

4/10 CWS: Participating employees work a fixed schedule of 4 ten hour days and have one day off each week. The employee selects each fixed day off, such as Monday or Friday of each week, or the first Friday and second Monday of each pay period or second Friday and first Monday.

Flexible Work Schedule (FWS): A work schedule arrangement in which fixed times of arrival and departure are replaced by a working day composed of two different types of time: core time and a flexible time band. A full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but may vary the number of hours worked on a given workday or the number of hours each week within the limits established by the supervisor.

Core Time: Means those designated hours and days during the biweekly pay period when an employee on a flexible schedule must be present for work or otherwise account for by supervisor-approved leave, credit hours, holiday hours, excused absence, compensatory

time off, or time off as an award. The core time under AWS is 10:00 a.m. to 3:00 p.m., Monday through Friday.

Flexible Time Band: Means that part of the schedule of working hours during which employees may choose their time of arrival at and departure from the work site, within limits consistent with the duties and requirements of the position. Under AWS the schedule would allow for arrival between 6:00 a.m. and 10:00 a.m. with departure between 3:00 p.m. and 7:00 p.m.

Credit Hours: Those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement so as to vary the length of a workweek or workday. A maximum of 24 credit hours can be carried over into the next pay period. Credit hours are worked at the election of the employee consistent with policy; they are distinguished from overtime hours in that they are not officially ordered and approved in advance by management. Credit hours must be worked within the flexible time band. When an employee uses credit hours, such hours are to be counted as a part of their basic work requirement for a biweekly pay period. An employee is entitled to his or her rate of basic pay for credit hours, and credit hours may not be used by an employee to create or increase entitlement to overtime pay.

Variable Week Schedule: A FWS where participating employees have core hours on all 10 work days in a pay period. A full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but under the Variable Week Schedule may vary the number of hours worked on a given workday or the number of hours each week within the limits established by the supervisor.

MaxiFlex Schedule: A FWS where participating employees have core hours on fewer than 10 work days in a pay period. For example, there may be an absence of core hours on alternate Mondays or Fridays.

Lunch Period: Any workday of more than six hours shall include a 30-minute non-compensable lunch period. This may be extended to one hour if the workday is correspondingly extended. An employee may not work through the lunch period in order to extend paid time or to otherwise modify the established schedule. The lunch period may not augment the beginning or end of the day. Employees participating in field work are encouraged to take a lunch period but are not required to if operations do not allow.

Tour of Duty: The limits set by an agency within which an employee must complete his or her basic work requirement.

Effect on Benefits

1. Holidays

CWS and FWS: If a holiday falls on a non-workday of an employee on a CWS or FWS, the employee's preceding workday will be the designated "in lieu of" holiday unless the holiday falls on a Sunday. In that case, the next basic workday is the "in lieu of" holiday.

5/4/9 CWS: If a holiday occurs on one of the employee's 9-hour days, it is considered a 9-hour holiday, and the employee works seven 9-hour days and one 8-hour day in that pay period.

If the holiday occurs on the one 8-hour day, it is considered an 8-hour holiday and the employee works the regular eight 9-hour days in that pay period.

4/10 CWS: The holiday is considered a 10-hour holiday.

FWS: A holiday is considered an 8-hour day and the employee works 72 hours in that pay period.

2. Leave

5/4/9 CWS: If leave is approved for a regularly scheduled 9-hour day, the employee is charged 9 hours leave. If it is on the 8-hour day, the employee is charged 8 hours leave. If two weeks' leave is taken during which a holiday falls, the employee is charged 71 hours of leave if the holiday falls on a scheduled 9-hour day or; 72 hours if the holiday falls on the scheduled 8-hour day, including the adjustment as previously outlined for holiday falling on a scheduled day off.

4/10 CWS: If leave is approved for a regularly scheduled 10-hour day, the employee is charged 10 hours leave. If a week's leave is taken during which a holiday falls, the employee is charged with 30 hours of leave.

FWS: Leave is generally charged at 8 hours per day of leave taken.

3. Overtime

If an employee is ordered to work more than the number of hours scheduled for a particular day, the employee will be entitled to premium compensation according to premium pay regulations.

An employee may be ordered to report for duty on his/her scheduled day off and may be required to work on a Saturday or Sunday, based upon needs. If an employee must work on his/her AWS day off, and if it is early enough in the pay period, the employee may be required to take another day off during that pay period instead of earning overtime as a result of working more than 80 hours in the pay period.

4. Night Differential

Night Pay (General Schedule) is provided according to premium pay regulations. Night work hours are the hours between 6 p.m. and 6 a.m. Daytime hours are the hours between 6 a.m. and 6 p.m. If the tour of duty includes eight or more hours available for work during daytime hours, the employee is not entitled to night pay even though he/she voluntarily elects to vary his/her arrival time such that departure would be after 6 p.m., for which night pay is normally required.

If the tour of duty includes less than 8 daytime hours, the employee is entitled to night pay for the difference between 8 hours and the available number of daytime hours in the tour of duty. For example, if the tour of duty is 12:30 PM to 9:00 PM, the employee is entitled to 3 hours of night differential.

5. Travel

Employees on travel to participate in meetings and conferences will be considered on an 8-hour daily schedule for the duration of travel. Persons on the 5/4/9 or 4/10 AWS will have to account for the remaining 1 or 2 hours per day either by taking leave or adjusting their work schedule for the pay period of travel so that all 80 hours in the pay period are accounted for. Those employees not in work status for the full number of hours required under their present daily work schedule, and who have not requested leave, will be assessed leave that is appropriate for those hours not worked. An employee may not earn credit hours for travel because travel in connection with Government work is not voluntary in nature.

6. Sign In

All employees will log their daily arrival and departure time on standardized time sheets or electronic systems as directed by management. Employees are not required to log in and out for lunch breaks.

Additional Provisions

1. Schedules will be requested by employees and approved by the supervisor at the beginning of each FY.
2. The type of schedule can be changed up to four times per year with concurrence of the supervisor.
3. An employee can request a temporary change in their type of schedule with approval of their supervisor. For example, an employee who would like to change their CWS day off for one pay period, or an employee would like to go to a fixed schedule for one pay period.
4. Management can terminate AWS for individuals or groups if there is an adverse agency impact caused by the AWS.
5. Schedules of employees who provide support services will be coordinated to provide the necessary coverage while still allowing employees to partake in an AWS.
6. Staff may be excluded or restricted in their participation in AWS due to critical functional or operational requirements related to the duties of such positions.

SECTION 3. Management will normally allow two (2) paid 15 minute work breaks during an 8-hour day, one for each 4-hour period worked. The breaks will not augment the lunch period or be at the beginning or end of the day.

SECTION 4. Management will provide an amount of time, commensurate with the nature of the work performed, for employees to clean up prior to lunch and at the end of the day. Time will be allowed employees for the storage or clean up and protection of government property and equipment and personal tools prior to the end of the workday.

SECTION 5. Employees detailed out of their normal work areas for periods of one day or less will be allowed time to return to their own sections before quitting time.

ARTICLE 18. OVERTIME

SECTION 1. Overtime work means work in excess of an employee's normally scheduled administrative workweek that is (1) officially ordered or approved; and (2) performed by an employee.

SECTION 2. Management and the Union agree that overtime assignments will be distributed fairly among qualified employees in accordance with their particular skills and Managements need for overtime work.

SECTION 3. Management agrees that, whenever possible, employees will receive advance notice in the assignment of overtime.

SECTION 4. Employees scheduled to work overtime are expected to meet employment obligations on the same basis as the regular work week. Emergency absences requested on the day of scheduled overtime will be handled in the same manner as emergency leave requests during the scheduled work week.

SECTION 5. Granting of compensatory time in lieu of overtime pay shall be in accordance with applicable laws and regulations.

SECTION 6. Management agrees to provide a minimum of two (2) hours of overtime remuneration to any employee who is called back to work to perform nonscheduled overtime work.

SECTION 7. Employees who work overtime shall be allowed a 15 minute paid work break for every four (4) hour period to be worked. The break is not to be at the beginning or end of the work period.

SECTION 8. To the extent possible, Management agrees to schedule time to be spent in travel status away from an employee's official duty station within the employee's normal work week. Employees will be compensated as authorized by prevailing travel and overtime regulations for travel time outside normal duty hours which cannot be otherwise scheduled or administratively controlled. Employees will be issued official travel orders prior to travel. Employees may request an advance of funds for travel.

ARTICLE 19. ABSENCE AND LEAVE

SECTION 1. Employees may charge annual and sick leave and leave without pay in increments of 15 minutes.

SECTION 2. Annual leave

- A. It is agreed that accrual of annual leave is a legal right and that the amount and time that leave may be granted is subject to Management's approval.
- B. Consistent with the needs of the employee and the employer annual leave requested at least 48 hours in advance will be approved. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be canceled. The supervisor canceling approved annual leave will make every effort to reschedule the leave at times requested by the employee.
- C. When granting annual leave supervisors must consider both the workload and the absences already scheduled during that time. Management agrees to approve annual leave requests for up to 15 consecutive days and will attempt to schedule longer periods for specialty needs.
- D. All leave projected above the employee's ceiling will be scheduled by November 1 of each year. Management agrees to prepare a written vacation schedule showing all requested and approved vacations which, in cases of forfeited leaves will serve as proof of scheduling.
- E. Requests for annual leave for the purpose of attendance at official EEO programs will be granted unless absence of the employees from the work site will be detrimental to GLERL's mission and objectives.

SECTION 3. Administrative Leave

- A. When the appropriate authority has determined that there is a need for a period of administratively authorized absence from official duties, employees who are in duty status shall be excused in accordance with the following provisions:
 - 1. if an employee is on duty and excused, no charge to leave is made for the remaining hours of the scheduled work shift following dismissal;
 - 2. the employee must be present in a duty status at the time of the early dismissal to benefit from the early dismissal;

3. An employee who is on authorized leave covering the dismissal time continues on leave and is charged leave for the entire absence. An employee who is on leave but who is scheduled to return to duty for a shift will be charged leave if they are still in a leave status at the beginning of the shift. If the employee returns to duty before the shift begins, then they will not be charged leave for the cancelled shift;

4. Employees who are telework eligible and have a telework agreement in place, will follow the telework policy and agreement as those employees may have to continue work from the telework location.

B. When emergency conditions occur, the following shall apply:

1. Where offices are open but where conditions inhibit arrival on time, tardiness may be excused by supervisors up to 59 minutes.

2. Where offices are open but where the inhibitory factors in the above paragraph are not uniform and do not affect everyone in the area to the same degree, appropriate leave will be granted (annual, compensatory time off, or LWOP).

3. Where offices are closed for the full work period, no charge to leave may be made. In accordance with 5 C.F.R. 630.1606(c), employees may not receive weather and safety leave for hours during which they are on other preapproved leave (paid or unpaid) or paid time off.

4. Employees who are telework eligible and have a telework agreement in place, will follow the telework policy and agreement as those employees may have to continue work from the telework location.

C. All employees are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at their post of duty.

SECTION 4. Sick Leave

A. Employees shall accrue sick leave in accordance with applicable statutes and regulations.

- B. Sick leave may be granted as applicable under existing laws and regulations.
- C. When the use of sick leave can be scheduled in advance (e.g., routine medical or dental appointments) the employee will do so.
- D. Sick employees who do not report at work at the regularly scheduled time will notify the supervisor before the beginning of the shift when possible, or within two hours of the beginning of the work day or shift. Whenever possible the supervisor should be given some idea of the approximate length of time the employee expects to be incapacitated so that the work may be planned accordingly.
- E. When absence from duty exceeds three consecutive work days, it must be supported, by either a medical certificate or a statement signed by the employee stating why he/she did not have medical care.
- F. Employees may be required to furnish medical certificates for any period of sick leave without regard to the number of hours when there is doubt as to the validity of the request. Employees will be required to furnish medical certificates for any period of requested sick leave when they have failed to adhere to a sick leave policy established by the agency or failed to adhere to a letter of warning regarding misuse of sick leave.

SECTION 5. As provided by the Family Medical Leave Act (FMLA) of 1993, Public Law 103-2, most Federal employees are entitled to up to 12 weeks of unpaid leave in any 12-month period for the:

- A. Birth and care of a newborn child;
- B. Adoption or placement of a child for foster care;
- C. Care of a spouse, son, daughter, or parent of the employee with a serious health condition;
- D. Care and treatment for a personal serious health condition that makes the employee unable to perform any one or more of the essential functions of his/her position; or
- E. Any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Employees should contact their immediate supervisor or the administrative staff for questions in reference to FMLA.

SECTION 6. Absence Without Official Leave (AWOL)

- A. An employee who fails to report for duty and has not received supervisory approval for leave will be carried on AWOL status for time keeping purposes. The employee will give the supervisor an explanation for not having requested such absence. If the explanation is unsatisfactory, the time lost will be charged AWOL and the employee will not be paid for such period. Disciplinary action may be taken for all periods of AWOL.
- B. If an employee can provide reasonable cause for his/her absence without leave, the supervisor may retroactively approve leave in the appropriate category.

SECTION 7. Leave Without Pay (LWOP)

- A. Leave without pay is a temporary non-pay status and absence from duty upon the employee's request.
- B. Management will follow the law and agency policy on request and approvals of LWOP. Requests for leave without pay for 30 calendar days or less will be submitted within the timekeeping system. An employee requesting LWOP must (1) submit the request in the web time and attendance system, and (2) must provide a statement outlining the reasons for the request.

ARTICLE 20. HEALTH AND SAFETY

SECTION 1. Management agrees to exert every reasonable effort to provide a safe and healthful work place for employees and will comply with applicable Federal, state, and local laws and regulations relating to the safety and health of employees. All employees are responsible for the prompt reporting of observed unsafe acts and conditions; and responsible for adhering to safety and health regulations. Management is responsible for promptly taking steps to rectify unsafe acts and conditions. As they become aware of them.

SECTION 2. The parties agree to support the Health and Safety Committee at GLERL, consisting of members appointed by management and by the Union, on an annual basis. The parties agree that the Health and Safety Committee will support the Industrial Hygienist in addressing safety and health issues at GLERL.

SECTION 3. The members of the Health and Safety Committee may perform these duties on official time.

SECTION 4. Management will provide employees with personal protective equipment (PPE) required by applicable regulations. Requests for such PPE are to be routed through the Industrial Hygienist. If disputes arise pertaining to the need for such PPE, the employee will bring the matter to the attention of the Safety Officer at CASC. Protective devices, when necessary and required, shall be provided by Management. Areas of high hazard will be designated in accordance with applicable regulations.

SECTION 5. An employee who believes that he/she is being required to work under conditions which are unsafe or unhealthy should bring the matter to the attention of the Industrial Hygienist and the immediate supervisor. This may be done formally using Form CD-351.

SECTION 6. Any dispute which develops on matters of health and safety between the members of the Committee and the Industrial Hygienist may be referred directly to the Partnership Council.

SECTION 7. Management agrees to supply and maintain on a regular basis PPE and safety equipment needed to perform work safely as determined by the Industrial Hygienist based upon the dictates of the job.

SECTION 8. Management will assist the employee in filing a proper claim for a job related injury/illness under the Federal Employees Compensation Act and in accordance with the appropriate section in 5 USC.

SECTION 9. Employees who work with known carcinogenic or radioactive chemicals will have such information documented in their position descriptions.

SECTION 10. Management will follow applicable law and regulatory requirements for providing medical examinations/consultations in response to exposure to known carcinogenic or radioactive compounds.

ARTICLE 21. EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. Management and the Union encourage the use of the Employee Assistance Program (EAP).

SECTION 2. Management agrees to offer assistance to employees who have personal problems that interfere with the efficient and safe performance of their assigned duties, reduce their dependability, or reflect discredit on GLERL or the agency. These personal problems may be caused by the abuse of alcohol or other drugs or be caused by emotional distress.

SECTION 3. Management and the Union recognize abuse of alcohol or other drugs as a treatable health problem. Sick leave, annual leave, and leave without pay may be granted for the purpose of treatment or rehabilitation as in any other health problem.

SECTION 4. Employees who feel that they may have a problem with alcohol or other drugs are encouraged to voluntarily seek counseling and information on a strictly confidential basis.

SECTION 5. An employee's retention on the job or promotional opportunities shall not be jeopardized by a request for counseling or referral assistance.

ARTICLE 22. PERFORMANCE APPRAISAL

SECTION 1. The Union and Management shall foster frequent communication between supervisors and employees on progress and problems related to performance.

SECTION 2. Performance standards will be applied fairly and equitably.

SECTION 3. Employees dissatisfied with the final performance rating may file a request for reconsideration in accordance with CAPS procedures.

ARTICLE 23. REDUCTION IN FORCE

SECTION 1. Management agrees to notify the Union at the earliest possible date after decisions have been made on proposed actions which will result in a reduction in force which would affect employees in the unit of recognition. The Union shall have the opportunity to make its views and recommendations known concerning the implementation of such actions.

SECTION 2. Definition of reduction in force. An agency has a reduction in force when it releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, when lack of work or funds, reorganization, reclassification due to a change of duties, insufficient personnel ceilings, or the need to make a place for a person exercising reemployment or restoration rights requires the agency to release the employee.

SECTION 3. To eliminate or minimize the adverse effect upon employees in a reduction in-force situation, Management shall to the maximum extent feasible, considering agency needs attempt to achieve the necessary personnel reductions by using alternatives to a RIF. These are items such as but not limited to attrition, providing opportunity to retire when possible, reassignment, reimbursable details, and the freezing of vacancies for the duration of the RIF.

SECTION 4. Management shall give written specific notices at least 60 days before action is effected to both the employee who is selected for release as well as to the employee's exclusive representative.

SECTION 5. All relevant retention registers shall be available for review in the office of the GLERL Administrative Officer as soon as the employees receive their specific notices. Employees shall be in a duty status when reviewing the relevant retention registers if he/she would otherwise be in a duty status.

SECTION 6. Upon receipt of a specific notice with an offer of reassignment, the employee shall have 10 days to either accept or reject said offer of reassignment. Management will endeavor to consider the employee for other vacancies.

SECTION 7. Payment for geographic relocation as a result of reassignment under a reduction in force shall be in accordance with NOAA travel regulations.

SECTION 8. Management agrees to offer a training session to available employees on reduction-in-force procedures. Each employee affected by reduction in force shall receive an INFORMATION SUPPLEMENT RELATING TO REDUCTION IN FORCE that provides guidance on Department of Commerce

Union Initials ____ Agency Initials ____

(DOC) Placement Assistance Programs, Office of Personnel Management
(OPM) Placement Assistance Programs, Entitlements/Benefits, as well as the
appeal process.

SECTION 9. The agency shall preserve all registers and records relating to
the reduction in force for at least one year from the date the employee is
issued a specific reduction-in force notice.

ARTICLE 24. TRANSFER OF FUNCTION

SECTION 1. Definition: As used in the OPM's reduction-in-force regulations, transfer of function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas.

SECTION 2. Management agrees to notify the Union at the earliest possible date after decisions have been made on actions which will result in a transfer of function which would adversely affect employees in the units of recognition. The Union shall have the opportunity to make its views and recommendations known concerning the implementation of such actions.

SECTION 3. Transfers of function will occur in accordance with the statute and government-wide rules and regulations.

SECTION 4. Management agrees to notify employees in writing at least 30 days prior to the proposed transfer of function.

SECTION 5. When the agency asks the employee for a decision on whether he/she will transfer with the functions, management agrees to allow him/her sufficient time to consider all options and give a responsible answer.

SECTION 6. If the employee affected by transfer of function is qualified, Management agrees to consider an offer of a vacant position at GLERL if the employee does not wish to transfer.

SECTION 7. Management agrees to counsel and assist affected employees on matters related to outplacement assistance, retirement eligibility, and severance pay computations.

ARTICLE 25. COMMUNICATIONS

SECTION 1. The Union shall be provided bulletin board space in the facility.

A. The Union agrees to ensure that material posted will not violate or advocate the violation of any law, Executive Order, or regulation, nor contain inflammatory material or attacks upon individuals or activities of Management. The Administrative Officer and the Union President will review the postings to assure compliance with this requirement.

B. Any literature which does not conform to the provisions of this article may be removed if management views it as disruptive to the workplace.

SECTION 2. In keeping with the spirit of partnership and to foster better communication within GLERL, Management agrees to allow the Union use of GLERL's electronic mail system to communicate with members of the Bargaining Unit on matters related to GLERL internal workplace issues and activities, such as information related to changes in working conditions, notices of related meetings, and information on other issues and topics of general interest in the Bargaining Unit. In addition, Management agrees to allow the use the GLERL electronic mail system for communication between individual members of the Executive Council of the Union on matters related to general GLERL workplace issues and activities, and related to internal meetings on these topics.

A. The Union agrees to ensure that the material posted via electronic mail will not violate or advocate the violation of any law, Executive Order, or regulation, nor contain inflammatory material or attacks on individuals or activities of Management.

B. The Union agrees that transmission of information via the GLERL electronic mail system shall be in keeping with Title 5 USC, Chapter 71, Section 7114 (a)(I), that is, without regard to Union membership.

C. Specifically excluded are communications related to the internal business of the Union such as solicitation of membership, election of Union officials, collection of dues, representational matters, and similar business activities, in keeping with Title 5 USC, Chapter 71, Section 7131 (b).

D. The Director of GLERL, or his/her designee, may review, prior to transmission, all proposed Union communications that would use the GLERL electronic mail system, to assure compliance with this requirement. Any proposed transmission that does not, in the opinion

of the Director, or his/her designee, conform to the provision of this article, will not be transmitted via the GLERL electronic mail system.

SECTION 3. Management agrees to provide the Union upon request a copy of the organizational chart for GLERL.

SECTION 4. Management agrees to announce to the Bargaining Unit all awards and promotions that Bargaining Unit Employees receive.

SECTION 5. Management agrees to hold a seminar for supervisors and Union representatives in the Unit to acquaint them with the provisions of this Agreement. This seminar shall be held on official time, not to exceed eight (8) hours.

ARTICLE 26. GENERAL PROVISIONS

SECTION 1. Use of Official Facilities. Management agrees that the Union will be permitted to use official facilities and services if requested in advance and approved by Management. Management agrees to designate an employee lunch room and allow vending machines if possible. Management agrees to provide a locker room and shower for employees who have duties requiring a change from street clothing if possible.

SECTION 2. Pay for irregular or Intermittent Duty Involving Physical Hardship or Hazard and Environmental Differentials Paid for Exposure to Various Degrees Hazards, Physical Hardships, and Working Conditions of an Unusual Nature agrees to pay differential to employees in the unit for the following specific work situations:

- A. Hazardous boarding or leaving of surface craft
- B. Duty aboard surface craft
- C. Underwater duty - diving

Payment of differentials for the listed work situations will be made as authorized by and in accordance with provisions of 5 USC 5545(d) and 5548(b), and by 5 USC 5343 (c)(4).

SECTION 3. Reorganization. Reorganization means the planned elimination, addition or redistribution of functions or duties in an organization (5 U.S. Code, Chapter 33). When possible, Management agrees to notify the Union at least 30 days in advance of any reorganization affecting the bargaining unit and give the Union the opportunity to respond. Management will give full consideration to the Union's recommendations if submitted timely. Management agrees to furnish the Union with proposed changes in the organizational structure that affect the unit.

SECTION 4. Relocation of Unit. For the purpose of this Agreement, relocation is defined as a physical move of one or more members of the bargaining unit from one permanent work site or area to another. Management agrees to meet with the Union to discuss the move of a permanent work site and the impact of the move upon affected employees. Management agrees to give the Union an opportunity to provide input regarding specifications for new work site locations. It is agreed that employees will not normally be required to work in any work area where construction is underway unless appropriate safety measures are in place.

SECTION 5. Contracting. Management will give the Union notice of any decision to "contract out" any part of the work as far in advance as possible when such contracting could result in a reduction of the bargaining unit work

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force. Such notice will provide the rationale for making the contemplated change and will afford the Union an opportunity to negotiate on the impact and implementation. This section shall not be construed to apply to any contract in effect at the time this Agreement is approved or the renewal of such contracts.

ARTICLE 27. DUES WITHHOLDING

SECTION 1. Eligible employees who are members of the Union are permitted to pay dues through the authorization of voluntary allotments from their compensation. This Article covers all eligible employees:

- A. who are members in good standing in the Union;
- B. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;
- C. Who receive compensation sufficient to cover the total amount of the allotment; and
- D. Who are in an exclusive bargaining unit, and are members of a local Union holding exclusive recognition in that unit.

The provisions of this Article are subject to, and will be governed by applicable Federal laws, rules and regulations issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Commerce regulations, and will be modified by any future amendments thereto.

SECTION 2. The Union is responsible for:

- A. Informing its members of the voluntary nature of the system for the allotment employee organization dues and of the conditions under which the allotment may be revoked once a year;
- B. Purchasing and distributing to its members Standard Form 1187;
- C. Notifying the NOAA Labor Relations Office, in writing, of:
 - 1. Current authorized names and titles of officials who will make the necessary certification of Standard Form 1187 in accordance with this Article.
 - 2. Any change in the amount of dues to be deducted,
 - 3. Any employee who is no longer in good standing within 10 days of the date of such determination.
- D. Forwarding properly executed and certified Standard Form 1187 to the NOAA Labor Relations office on a timely basis.
- E. Promptly forwarding an employee's revocation memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization

Dues, to the NOAA Labor Relations Office when such revocation is submitted to the Union; and

F. Keeping the NOAA Labor Relations Office informed of the name, title and address of the allottee to whom remittance should be sent. Until further notice this will be:

American Federation of Government Employees Local 3908

P.O. Box 652

Saline, Michigan 48176-0652

G. Keeping the NOAA Labor Relations Office informed of the allottee to whom checks shall be payable. Until further notice this will be:

American Federation of Government Employees

Local 3908

SECTION 3. Management is responsible for:

A. Permitting and processing voluntary allotment of dues in accordance with this

Article and 5 USC 7115 ;

B. Withholding dues on a bi-weekly basis;

C. Notifying the Union when an employee is not eligible for an allotment. The NOAA Labor Relations Office is responsible for this notification;

D. Withholding new amounts of dues upon certification from the authorized Union official;

E. Transmitting remittance checks to the allottee designed by the Union, together with a listing of employees for whom deductions were made.

SECTION 4. Joint Stipulations

A. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each 12 months.

B. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the Union is not scheduled to receive a remittance

check after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.

SECTION 5. NOAA Labor Relations Office will be responsible for coordinating the actions described under this Article prior to payroll processing. The effective dates for actions under this Agreement are as follows:

Starting dues withholding	First pay period after date of receipt of properly executed and certified Standard. Form 1187 by Payroll Office. An employee must remain on payroll deductions for one year after commencement of dues withholding.
Changes in amounts of dues	First pay period after receipt of certification in Payroll Office.
Revocation by employee; Revocation may be made use of SF-1188 or by memorandum	Any time after their one year anniversary date.
Termination due to loss of membership in good standing	First pay period after date of receipt Notification in Payroll office
Termination due to loss of exclusive recognition on which allotment was based	First pay period after date of receipt of notification in Payroll Office.
Termination due to separation or movement to an area not covered by this agreement.	First pay period after date of receipt of notification in Payroll office

ARTICLE 28. CHANGES AND AMENDMENTS TO THE AGREEMENT

SECTION 1. This Agreement may be opened by mutual consent at any time for the purpose of amendment. Any request shall be in writing and must be accompanied by the amendment(s) proposed. Within 30 calendar days of receipt of such requests, representatives of Management and the Union will set a date to negotiate the matter provided that both parties mutually consent to reopen the Agreement. No changes other than those covered by the proposals shall be considered. Agreement shall be evidenced by written amendment executed by both parties. This shall be the only mechanism for effecting changes to this Agreement.

ARTICLE 29. DURATION AND TERMS OF THE AGREEMENT

SECTION 1. This Agreement shall be in full force and effect for a period of seven (7) years from the date of approval in Agency Head Review or after 31 days if no action is taken on the review, whichever comes first. It shall be renewed from year to year thereafter unless written notice of a desire to terminate renegotiate or review the Agreement or any part of the Agreement is served by either party upon the other not more than 105 days and not less than 60 days prior to the date of expiration of the Agreement.

SECTION 2. A Memorandum of Understanding shall be executed by the parties that will specify the ground rules to be used in the renegotiation or revision of this Agreement.

SECTION 3. This Agreement represents the total Agreement between the parties and supersedes and modifies all past policies and practices.

SECTION 4. The present Agreement will remain in full force and effect during any renegotiations of said Agreement and until such time as a new agreement is approved, but not beyond a maximum of 120 days following terminal date of this Agreement.

SECTION 5. Upon termination of this Agreement all the terms, conditions, and practices established by this Agreement shall cease to exist or to be enforceable.

SECTION 6. Should any part of any provision of this agreement be rendered or declared invalid or illegal by reason of any existing or subsequent public law or regulation made necessary by a change of public law, the invalidation of such part or provision of this Agreement shall not invalidate any of the remaining parts or provisions of this Agreement, and they shall remain in full force and effect

Union Initials ____ Agency Initials ____

SIGNATURES/APPROVALS

The parties agree that the date of the last signature shall be the effective date of the Agreement (and/or in any event it shall become effective within 30 days unless acted upon earlier by the head of the agency). Accordingly, in approval of this Agreement, the parties hereby affix their signatures:

Agency:

Union:

Chief Negotiator Date
Great Lakes Environmental Research
Government

Chief Negotiator Date
Laboratory American Federation of
Employees Local 3908

ATTACHMENT 1. GROUND RULES FOR NEGOTIATIONS

**Memorandum of Understanding
Ground Rules for Negotiations**

This memorandum of understanding (MOU) is pursuant to the provisions of 5 U.S.C. Chapter 71 and shall serve as the procedural ground rules governing the conduct of negotiations between the **Great Lakes Environmental Research Laboratory (GLERL)** and the **American Federation of Government Employees Local 3908 (AFGE 3908)**, collectively referred to as the "*Parties.*"

The Parties agree to the following procedures for the purpose of negotiating a CBA.

1. This Memorandum of Understanding is to be interpreted in accordance with all applicable laws, rules, and regulations. These ground rules may not address every item that may arise during the negotiation process and may be altered or modified by the written agreement of both parties.
2. The term agreement shall be negotiated in accordance with applicable law and regulation.
3. Schedule of Negotiations.
 - a. The parties agree that negotiations will be conducted according to the following schedule, with negotiation on ground rules not to exceed 6 weeks and negotiation of CBA limited to 6 months or less:

Proposed:

-
- b. The parties shall meet in accordance with the above schedule until one notifies the other that assistance of mediator from the U.S. Federal Mediation and Conciliation Service has been requested by the filing of an FMCS Form F-7 and service on the other party.

- c. Negotiations will commence on scheduled dates from _____ to _____ which will include a mutually agreed upon lunch break of 30 minutes.
 - d. Breaks other than caucuses will be at the mutual agreement of the parties.
4. Official Time and Scheduling of Union Team Members.
 - a. Pursuant to 5 U.S.C. 7131(a), time spent by the union during normal business hours of the Agency negotiating the contract shall be "official time" for time and attendance purposes. This includes any mutually agreed upon caucus during negotiations as well as any time the Parties are participating in a mediation session with the Federal Mediation and Conciliation Service (FMCS) or a session directed by the Federal Service Impasses Panel (FSIP). Union negotiators will be on official time during the course of scheduled negotiation weeks, to exclude mutually agreed upon breaks. The parties understand that official time may not be approved in excess of 40 hours in any given week of negotiations and that overtime may not be granted for representational purposes under any circumstances.
 - b. Union representatives must comply with official time reporting and other related requirements in accordance with existing collective bargaining agreements.
 - c. The Union will be entitled the number of Agency negotiators.
5. Travel for Negotiators. The parties shall bear travel costs, if any, for their respective team members.
6. Negotiating Team Members.
 - a. The Agency has determined to use 3 negotiators on its bargaining team.
 - b. The union may have an equal number of negotiators as specified in 4 (above)
 - c. The union may have non-unit representatives if it so chooses. All such non-unit representatives will carry out their functions at no cost to the Agency. Non-unit union representatives serving on the team agree to follow any Agency rules applicable to access to Agency facilities and use of Agency equipment, supplies and the like.
 - d. The Agency will notify the Union at least fourteen (14) calendar days prior to the beginning of negotiations of the number of negotiators assigned to the Agency team to include the identity and contact information of the chief negotiator.

- e. The Union will notify the Agency at least fourteen (14) calendar days prior to negotiations as to the names of the individuals comprising the Union negotiating team to include the identity and contact information of the chief negotiator.
 - f. Only those designated as chief negotiator may make an agreement on behalf of a Party. Changes in the designation must be in writing and provided to the other Party prior to the start of a negotiation session.
 - g. Negotiators may be replaced by alternates who will have the same rights to speak for the members they replace. The Union chief negotiator will give advance notice of a substitution so as to allow for appropriate reliefs.
 - h. A Subject Matter Expert (SME) may only participate during discussions of their area of expertise, and may only advise and answer questions. Once a SME's area of expertise has been addressed, the SME must depart the room.
 - i. If either party wishes to invite an observer to attend, that party will assume all related costs of the observer. No more than one observer from each party may attend by mutual agreement.
7. Exchange of Proposals.
- a. All Proposals will be exchanged no less than fourteen (14) calendar days prior to commencement of negotiations.
 - b. The parties agree to exchange proposals by email attachment between the chief negotiators.
 - c. The parties agree to use a Microsoft Word format normal style in Calibri 12 point font for proposals with no special formatting.
8. Location of Negotiations and Available Facilities.
- a. Negotiations will take place at GLERL's Ann Arbor facility in the Michigan-Huron Conference Room.
 - b. The Union shall be provided a caucus room during negotiations.
9. Negotiating Procedures.
- a. The order of the discussion of proposals during negotiation will be alternated. This may be determined by the flip of a coin. During negotiations the parties agree to exchange proposals in paper and electronically.
 - b. The parties agree to make proposals available in a Microsoft word format using Microsoft word format normal style in Calibri 12 point font for proposals with no special formatting.
 - c. Either party may table a proposal, or any part of a proposal, one time. Any additional tabling of a proposal requires mutual agreement to table.

- d. These ground rules are designed to assist the parties in the negotiations and may not prohibit a proposal or counter proposal whether in the form of a single issue or package of issues. After the initial exchange of proposals, no new subject or proposals shall be submitted unless mutually agreed to by both Chief Negotiators.
 - e. The parties agree to provide each other within no more than fourteen (14) days any new proposal not exchanged initially. After that date, new proposals may be accepted only at the mutual agreement of the parties.
 - f. Either party may call a caucus. The Union will leave the negotiating room and may meet in the space provided or, if the meetings are held electronically, in a meeting call established by the respective parties for caucuses. The length of the caucus will be determined by what is reasonable by the party calling the caucus. However, if the caucus exceeds one (1) hour, the parties will meet to discuss the possibility of tabling the issue or meeting at a later date when the party calling the caucus is better equipped to continue negotiations.
 - g. Copies of required Agency rules, regulations, policies, or law will be made available to the Union by the Agency within a reasonable time after being cited by the Agency or a request is made by the Union. Likewise, any rule, regulation, policy or law cited by the union as supporting its proposals will be made available to the Agency by the union within a reasonable time after a request is made. Direction to a website shall be considered to satisfy this obligation.
 - h. All proposals and counter proposals will be reduced to writing at the request of either party.
 - i. As proposals are agreed upon, the chief negotiator for each party will initial the language, thereby certifying that an agreement has been reached subject to agreement on the whole Article. Reopening of an agreed subject must be done by the mutual assent of both parties.
 - j. The parties will retain a signed copy of the agreed to proposals upon signing.
 - k. Each party shall keep its own notes. Verbatim and electronic recording of negotiations sessions or meetings between the Parties pursuant to the negotiations is not permitted.
10. Negotiability.
- a. Negotiability disputes shall be handled in accordance with law and appropriate regulation.
 - b. Any matter in which a declaration of non-negotiability has been made is severed from negotiations. If the provision is later found to be negotiable, the term agreement shall be reopened solely to permit negotiation on the provision in question.

- c. Per 5 U.S.C. §7106(b) the Agency elects to open negotiations to the fullest extent permissible under the law. Including, but not limited to, the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; the procedures which management officials of the agency will observe in exercising any authority under 5 U.S.C. §7106; or the appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.
11. Mediation. Only after the parties mutually agree that negotiations require mediation may the parties request the services of the Federal Mediation and Conciliation Service. While the parties are waiting for such services, the parties shall continue with the negotiations unless impasse has been reached on all outstanding issues.
 12. Impasse. Only after the parties mutually agree that mediation has failed to produce a term agreement and that further mediation would be fruitless, then the parties may jointly request the assistance of the Federal Service Impasses Panel (FSIP) on proposals over which agreement cannot be reached. The parties agree to be bound by FSIP rules governing an impasse.
 - a. Should the parties agree to assistance from the FSIP, the term of the entire agreement shall be one year.

*5 U.S.C. §7119(a)(4): Any agency and any exclusive representative in any appropriate unit in the agency, through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the agency and the exclusive representative may determine appropriate techniques, consistent with the provisions of section 7119 of this title, to assist in any negotiation.

*5 U.S.C. §7119(b)(1)-(2): If voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or any other third-party mediation, fail to resolve a negotiation impasse--

(1) either party may request the Federal Service Impasses Panel to consider the matter, or

(2) the parties may agree to adopt a procedure for binding arbitration of the negotiation impasse, but only if the procedure is approved by the Panel.

13. Execution.
 - a. The parties agree that upon tentative term agreement on all matters, the Agency will provide a completed draft agreement to the union for review.
 - b. The Union and the Agency chief negotiators shall meet and resolve any details incident to finalizing the agreement.
 - c. Once finalized, such agreement shall be executed by a dated signature of the chief negotiators. The last dated signature shall be the execution date.

14. Finalization of the Agreement. Once the parties have reached agreement on all proposed language, the Employer will prepare a final draft version for the union's review. Upon approval, the Employer will finalize the agreement and it will be subject to execution by the Union President (or his/her designee) and the Director of GLERL (or her designee). The date signed by the Union President and the Director of GLERL (or her designee) will be annotated on the agreement and this date shall be the official date of execution.

Agency Head Review.

(1) After the agreement has been executed, it will be forwarded by Office of Human Capital Services, Labor and Employee Relations Division, for Agency Head Review as allowed by Chapter 71, Title 5 U.S.C. In the event DOC does not disapprove the agreement within 30 days, the agreement will become effective pursuant to Chapter 71, Title 5 U.S.C. If DOC disapproves the contract or any portion, the parties will begin immediately to resolve the disapproved Articles. This does not prevent the union from challenging before the Authority the negotiability of any provision declared non-negotiable by the agency head.

(2) The process for addressing each of the areas disapproved will be handled in accordance with the procedures outlined in these ground rules. Only those areas disapproved will be reopened for negotiations, unless upon mutual agreement, the matter is directly or tangentially related to an area that was disapproved.

15. EFFECTIVE DATE. Once the agreement has been approved by the agency head or absent disapproval by the Agency Head within 30 days of execution, the agreement shall become effective. The effective date shall be identified on the collective bargaining agreement.

Agency:

Union:

Chief Negotiator Date
Great Lakes Environmental Research
Government

Chief Negotiator Date
Laboratory American Federation of
Employees Local 3908