

• amendments to  
• Past Practices  
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CONTRACT

BETWEEN

THE NATIONAL TECHNICAL INFORMATION SERVICE

AND

THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES NFFE 1627

NOVEMBER 1, 1974

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PREAMBLE

1           The parties to this agreement (National Technical  
2 Information Service and National Federation of Federal  
3 Employees Local 1627) recognize that they have a mutual  
4 and cooperative interest in the effective accomplishment  
5 of the assigned responsibilities of the NTIS and that  
6 their mutual interests will be furthered by the estab-  
7 lishment and maintenance of employee-management coopera-  
8 tion pursuant to Executive Order 11491, as amended.  
9 Employees have an obvious and proper interest in the  
10 terms of their employment. It is recognized that parti-  
11 cipation of employees in the formulation and implementation  
12 of personnel policies and procedures which so vitally  
13 affect them will contribute substantially to the improve-  
14 ment and efficient administration of the public service.  
15 Also it is recognized that this interest may be best  
16 furthered when representatives of NTIS and NFFE agree  
17 to meet and consult in good faith with respect to per-  
18 sonnel policies and practices and matters affecting working  
19 conditions, so far as may be appropriate under applicable  
20 laws and regulations, including policies set forth in the  
21 Federal Personnel Manual, published agency policies and  
22 regulations, a national or other controlling agreement at  
23 a higher level in the agency, and Executive Order 11491,  
24 as amended.

25           Accordingly, and as manifested under Executive Order  
26 11491, as amended, this agreement and subsequent amendments  
27 and supplements will constitute a labor-management relations  
28 agreement between the National Technical Information  
29 Service, U. S. Department of Commerce, party of the first  
30 part, hereinafter referred to as NTIS, and the National  
31 Federation of Federal Employees, Local 1627, party of the  
32 second part, hereinafter referred to as NFFE 1627. This  
33 agreement and amendments and supplements thereto shall be  
34 applicable uniformly to represented employees of NTIS, in  
35 the Metropolitan Washington Area.

ARTICLE I - DEFINITIONS

1 (a) AGENCY: U. S. Department of Commerce, a  
2 Government corporation, and an independent establishment  
3 as defined in Section 104 of Title 5, United States Code,  
4 except the General Accounting Office.

5 (b) UNION: Local 1627, National Federation of  
6 Federal Employees.

7 (c) EMPLOYEE: An employee of an agency and an em-  
8 ployee of a non-appropriated fund instrumentality of the  
9 United States but does not include, for the purpose of  
10 formal or exclusive recognition or national consultation  
11 rights, a supervisor, except as provided in Section 24  
12 of Executive Order 11491, as amended.

13 (d) SUPERVISOR: An employee having authority, in  
14 the interest of an agency, to hire, transfer, suspend,  
15 lay off, recall, promote, discharge, assign, reward or  
16 discipline other employee(s), or responsibility to direct  
17 them, or to evaluate their performance, or to adjust  
18 their grievances, or effectively recommend such action,  
19 if in connection with the foregoing the exercise of  
20 authority is not of a merely routine or clerical nature,  
21 but requires the use of independent judgement.

22 (e) AGENCY MANAGEMENT: The agency head and all  
23 management officials, supervisors, and other representa-  
24 tives of management having authority to act for the  
25 agency on any matters relating to the implementation of  
26 the agency labor-management relations program established  
27 under Executive Order 11491, as amended.

28 (f) CONSULTATION: Oral or written discussions with  
29 representatives of the employer and representatives of  
30 NFFE 1627 for the purpose of obtaining their views or  
31 advising them of intended actions of concern to employees  
32 in the representation unit.

1 (g) GRIEVANCE: For purposes of this agreement a  
2 grievance is any disagreement between management and a  
3 unit employee over the application or interpretation of  
4 this agreement; however, questions involving the inter-  
5 pretation of published agency policies, provisions of  
6 law, regulations of the Department of Commerce, or regu-  
7 lations of appropriate authorities outside the Department  
8 of Commerce regardless of whether such policies, laws or  
9 regulations are quoted, paraphrased, or cited, shall not  
10 constitute a grievance.

11 (h) IMPASSE: The inability of the NTIS and NFFE  
12 1627 to arrive at a mutually agreeable decision concern-  
13 ing negotiable matters through the negotiation process.

14 (i) NEGOTIATION: Bargaining of NTIS and NFFE  
15 1627 on appropriate issues relating to terms of employ-  
16 ment, working conditions and personnel policies and  
17 practices with the view of arriving at a formal agree-  
18 ment.

19 (j) EMERGENCY SITUATION: An emergency situation  
20 is one which poses sudden immediate and unforeseen work  
21 requirements for NTIS as a result of natural phenomena  
22 or other circumstances beyond NTIS's reasonable control  
23 or ability to anticipate.

24 (k) OPERATING UNIT: Means an operating unit of  
25 the Department of Commerce as defined in Department  
26 Organization Orders, and in addition, the offices of  
27 the Secretary of Commerce, the offices of Secretarial  
28 Officers, and Departmental offices, as defined in De-  
29 partment Organization Order 1-1. In the context of this  
30 agreement, the operating unit is NTIS, in the Metropolitan  
31 Washington area.

ARTICLE II - GENERAL PROVISIONS

1           2.1 AUTHORITY: This agreement is made under au-  
2           thority contained in Executive Order 11491, as amended,  
3           and certification of representation from U. S. Department  
4           of Labor, Office of Assistant Secretary for Labor Manage-  
5           ment Relations, dated June 30, 1970.

6           2.2 PURPOSE: This agreement is designed to in-  
7           crease the efficiency of Government operations and to  
8           contribute to the well-being of employees by defining  
9           certain roles and responsibilities of the parties hereto.  
10          It also states policies, procedures, and methods that  
11          govern working relationships between the parties, and  
12          identifies subject matter of proper mutual concern to  
13          the parties. They have entered into the agreement pri-  
14          marily for the following reasons:

15                   (a) To advance employee participation in the  
16          formulation and implementation of personnel policies  
17          and procedures.

18                   (b) To facilitate the adjustments of griev-  
19          ances, complaints, and impasses.

20                   (c) To promote the highest degree of effi-  
21          ciency, and to define the respective rights and obliga-  
22          tions of both parties in dealing with one another.

23                   (d) To provide for systematic employee-  
24          management cooperation.

25           2.3 COVERAGE: NFFE 1627 is the representative  
26          for purposes of exclusive recognition, and pursuant to  
27          Section 10(e) of Executive Order 11491, as amended, the  
28          said organization is the exclusive representative of all  
29          the employees in NTIS, Metropolitan Washington area; the  
30          employees to consist of all non-supervisory WB and GS  
31          employees at the NTIS, but excluding managerial officials,  
32          supervisors, professionals, employees engaged in Federal  
33          personnel work in other than a purely clerical capacity,  
34          temporary employees, and guards.

1           2.4 REPRESENTATION: NTIS agrees, in order to per-  
2 mit NFFE 1627 to discharge its obligation under this  
3 agreement, that the duly accredited local representative  
4 shall be authorized a reasonable amount of time to meet  
5 and discuss matters pertaining to this agreement with  
6 the NTIS representatives and to negotiate supplemental  
7 agreements and amendments under this agreement in accord-  
8 ance with the provisions of Executive Order 11491, as  
9 amended.

10           2.5 EMPLOYEE REPRESENTATIVES (ROLE OF): In order  
11 for the employee representatives to properly and expedi-  
12 tiously carry out their respective duties in connec-  
13 tion with the relationship between the parties, the  
14 employer agrees to allow the representatives to leave  
15 their place of work to go to other work locations or  
16 offices during working hours in order to bring about a  
17 prompt and expeditious disposition of a complaint. The  
18 complaint will have been initiated by an employee or  
19 group of employees to an employee representative.

20           (a) This activity shall normally be engaged  
21 in without suffering any loss of pay or benefits of any  
22 kind. Each employee representative will be permitted  
23 to be absent from his normal duties up to 60 minutes each  
24 pay period by obtaining the permission of his immediate  
25 supervisor. Time in excess of 60 minutes in any given  
26 pay period must be approved in advance by the Branch Chief  
27 or comparable position with jurisdiction over the employee  
28 representative. The time periods used for this purpose  
29 will be entered on the employee representative's project  
30 time sheet under project number 9302.05107. 38

31           (b) Permission of the immediate supervisor  
32 will be obtained for each such absence and, so as not  
33 to interfere with work assignments, permission for each  
34 contact will be obtained from the immediate supervisor  
35 of the employee to be contacted. In both cases, permission  
36 will be granted in the absence of compelling circumstances  
37 to the contrary. Employees involved will report back to  
38 their supervisors when resuming official work duties.

1 (c) NTIS Management and the officers of NFFE  
2 1627 will develop a training program for supervisory  
3 personnel and Stewards. The purpose of the program is to  
4 insure that both supervisory personnel and Union Stewards  
5 understand the responsibilities and duties of the Union  
6 Stewards. The program will be jointly conducted by Manage-  
7 ment and Union representatives. The program will be con-  
8 ducted as it is jointly agreed to be needed, normally at  
9 least once each calendar year.

10 (d) The Chief Steward of NFFE 1627 will be  
11 permitted to consult with employee representatives or  
12 management representatives to bring about a prompt and  
13 expeditious disposition of a complaint without suffering  
14 loss of pay or benefits of any kind. The complaint will  
15 normally have been discussed with the area shop steward  
16 and local supervisor before discussion with the officers  
17 of NFFE 1627 or other management representatives. When  
18 the Chief Steward requires more than 90 minutes per pay  
19 period to carry out the responsibilities the immediate  
20 supervisor will be kept informed of the additional time  
21 required. The time periods used for this purpose will  
22 be entered on the officer's project time sheet under  
23 project number ~~988-0910~~ 38. Permission for the officer  
24 to be absent from his normal duties will be granted in the  
25 absence of compelling circumstances to the contrary.

26 (e) The time required for both employee repre-  
27 sentatives and officers of NFFE 1627 to attend the Labor  
28 Management Consultation Meetings provided for in Article  
29 V, paragraph 5.3, is excluded from any limitations under  
30 this Article.

31 (f) Instances of abuse of this privilege will  
32 be brought to the attention of NFFE 1627. The duties and  
33 responsibilities assigned by NFFE 1627 to organization  
34 representatives shall be consistent with applicable  
35 Federal laws, Executive Orders, rules and regulations, and  
36 the provisions of this agreement.

37 2.6 Officers of NFFE 1627, employee representatives,  
38 and employees of the unit shall have reasonable access  
39 during official duty hours to all regulations and policies  
40 which are pertinent, including but not limited to the U.S.

1 Civil Service Commission Federal Personnel Manual and  
2 supplements, the U.S. Department of Commerce Personnel  
3 Manual and all regulations and directives relating to  
4 personnel policies, practices, and procedures and those  
5 relating to the conditions of employment in the unit.

6       2.7 EMPLOYEE REPRESENTATIVES (SELECTION OF): NFFE  
7 1627 shall select, not to exceed ten, employee represent-  
8 atives to assure that covered employees have ready access  
9 to a representative in the office or work location in  
10 which he is assigned. All selections and changes will be  
11 documented in writing. The names and locations of all  
12 representatives shall be posted on the bulletin boards in  
13 corridors 1000 and 1200 of the Sills Building and appropri-  
14 ate bulletin boards of the Yorktown Building. Selection of  
15 employee representatives shall be such that not more than  
16 one representative will be selected from each section or  
17 comparable work unit unless this restriction would limit  
18 the number of representatives to less than ten.

19       2.8 CONTROLLING AUTHORITY: In the administration  
20 of all matters covered by the agreement, officials and  
21 employees are governed by existing or future laws and the  
22 regulations of appropriate authorities, including policies  
23 set forth in the Federal Personnel Manual; by published  
24 agency policies and regulations in existence at the time  
25 this agreement is approved; and by subsequently published  
26 agency policies and regulations required by law or by the  
27 regulations of appropriate authorities, or authorized by  
28 the terms of a controlling agreement at a higher agency  
29 level.

30       Management officials of the agency retain the right,  
31 in accordance with applicable laws and regulations --

32       (1) to direct employees of the agency;

33       (2) to hire, promote, transfer, assign, and retain  
34 employees in positions within the agency, and to suspend,  
35 demote, discharge, or take other disciplinary action  
36 against employees;

37       (3) to relieve employees from duties because of  
38 lack of work or for other legitimate reasons;

1 (4) to maintain the efficiency of the Government  
2 operations entrusted to them;

3 (5) to determine the methods, means, and personnel  
4 by which such operations are to be conducted; and,

5 (6) to take whatever actions may be necessary to  
6 carry out the mission of the agency in situations of  
7 emergency.

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

13 2.9 VIOLATIONS: Prompt corrective action will be  
14 taken when the terms of any section of this agreement have  
15 been violated by either party. Efforts will be made to  
16 resolve complaints or violations informally by NTIS and  
17 NFFE 1627.

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

18 3.1 EFFECTIVE DATE AND TERM: This agreement shall  
19 be in full force and effect from the date of signing for  
20 two years; and thereafter automatically renewed from year  
21 to year unless ninety (90) calendar days prior to such  
22 date either party gives written notice to the other of its  
23 desire to amend, supplement or terminate the agreement.  
24 Further, the renewal clause beginning two years from the  
25 effective date is contingent upon compliance with appli-  
26 cable laws and regulations governing exclusive recognition  
27 for labor organizations.

28 3.2 APPROVAL OR REVIEW: This agreement and any sub-  
29 stantive change in the agreement are subject to review and  
30 approval as prescribed in U. S. Department of Commerce  
31 personnel regulations. The provisions of this agreement  
32 shall be applicable to all employees in the representation  
33 unit.

34 3.3 AMENDMENTS: The parties should affect amendment  
35 to this agreement if such action is necessary to reflect  
36 legal or regulatory changes. The parties agree that,  
37 pending the settlement or adjustment of any issue arising

1 between them by the means provided in this agreement, there  
2 shall be no change in the conditions of any written  
3 understanding applicable to such issue nor any interference  
4 with the program of work.

5 3.4 SUPPLEMENTAL AGREEMENTS: The parties shall  
6 proceed to negotiate supplemental agreements on matters  
7 within the scope of Executive Order 11491, as amended,  
8 which are not adequately covered by the general agreement.  
9 Either party may, with the approval of the other party,  
10 after six months from the effective date, reopen this agree-  
11 ment for supplemental negotiation. The notification must  
12 be submitted in writing at least five (5) working days in  
13 advance.

14 3.5 NEGOTIATION OF AMENDMENT AND SUPPLEMENT: The  
15 Memorandum of Understanding for Negotiation of a Collec-  
16 tive Bargaining Agreement, dated June 26, 1974, and  
17 amendments and supplements thereto, shall govern the  
18 procedures for negotiation of amendments and supplemental  
19 agreements to this contract.

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

20 4.1 UNION RIGHTS: NFFE 1627 has the exclusive  
21 rights to represent employees in the representation unit  
22 in consultations and negotiations with NTIS regarding  
23 conditions of employment and working conditions within  
24 the limits provided by this agreement. As a condition  
25 of this right of exclusive recognition, NFFE 1627 accepts  
26 responsibility for and agrees to represent in good faith  
27 the interests of all employees in the representation unit  
28 without discrimination and without regard to membership  
29 in the union. In view of the fact that NFFE 1627 is the  
30 exclusive representative of all employees in the repre-  
31 sentation unit, the employer agrees that designated  
32 representatives of NFFE 1627 will be afforded the oppor-  
33 tunity to inform the employees on activities of the union  
34 as they relate to agency personnel policies, practices  
35 and procedures and the progress of employee management  
36 relations in the representation unit, and to advise and  
37 instruct employees on basic statutes, regulations and  
38 policies of the provisions of this agreement and amend-  
39 ments as they relate to the agency and employees in the  
40 representation unit. The NTIS agrees to consult with  
41 NFFE 1627 prior to making any changes in their personnel

1 policies, practices, and procedures that are applicable  
2 to employees in the exclusive recognition unit and the  
3 NTIS further agrees to furnish a copy to NFFE 1627 of  
4 any proposed changes in aforementioned personnel policies,  
5 practices and procedures for review and consultation  
6 within one week after the receipt of such notification  
7 from higher management. NFFE 1627 will furnish its  
8 response to NTIS as soon as possible, but in no event  
9 later than three days prior to the proposed effective  
10 date.

11 4.2 EMPLOYEE RIGHTS: Each employee of the NTIS  
12 has the right, freely and without fear of penalty or  
13 reprisal, to form, join, and assist a labor organiza-  
14 tion or to refrain from any such activity, and each  
15 employee shall be protected in the exercise of this  
16 right. Except as otherwise expressly provided in Execu-  
17 tive Order 11491, as amended, the right to assist a labor  
18 organization extends to participation in the management  
19 of the organization and acting for the organization in  
20 the capacity of an organization representative, including  
21 presentation of its views to officials of the Executive  
22 Branch, the Congress, or other appropriate authority.  
23 The head of NTIS shall take the action required to as-  
24 sure that employees in the NTIS are apprised of their  
25 rights under this section, and that no interference,  
26 restraint, coercion, or discrimination is practiced  
27 within NTIS to encourage or discourage membership in a  
28 labor organization.

29 The above section does not authorize participation  
30 in the management of a labor organization by a super-  
31 visor, except as provided in Section 24 of Executive  
32 Order 11491, as amended, or by an employee when the  
33 apparent conflict of interest or otherwise by incompat-  
34 ible with law or with the official duties of the employee.

35 The NTIS shall not discipline or otherwise dis-  
36 criminate against an employee because he has filed a com-  
37 plaint or given testimony under this order; representatives  
38 of NFFE, including NFFE 1627, shall not coerce, attempt to

1 coerce, or discipline, fine, or take other economic  
2 sanction against a member of the organization as punish-  
3 ment or reprisal for, or for the purpose of hindering or  
4 impeding his work performance, his productivity, or the  
5 discharge of his duties owed as an officer or employee,  
6 regardless of employee organization membership, shall be  
7 precluded from bringing matters of personal concern to  
8 the attention of appropriate officials in accordance with  
9 applicable law, directive, regulation, or policy of the  
10 NTIS, or from choosing his own representative in a  
11 grievance or appellate action.

#### ARTICLE V - CONSULTATION

12 5.1 MANNER: Both parties to this agreement have  
13 the responsibility of conducting their consultations  
14 in good faith and otherwise in such manner as will con-  
15 form to provisions of Executive Order 11491, as amended.  
16 They agree to make every reasonable effort to resolve all  
17 differences which arise between them in connection with  
18 the administration of this agreement.

19 5.2 SCOPE AND LIMITATIONS: Subjects for consulta-  
20 tion shall be personnel policies and practices and other  
21 matters relating to the conditions of employment which  
22 are within the administrative discretion of the agency.  
23 Examples of subjects for consultation under appropriate  
24 circumstances include policies of grievances, policies  
25 on working conditions, work schedules, promotion plans,  
26 training plans, employee benefits, services of NFFE 1627,  
27 and to the extent permitted by law, the implementation  
28 of pay policies.

29 In implementing directives relating to personnel  
30 policies and practices and working conditions, NTIS  
31 shall have due regard for the subjects called for by  
32 the above paragraph. However, the obligation to meet  
33 and consult with NFFE 1627 does not include matters with  
34 respect to the mission of NTIS, its budget, its organiza-  
35 tion, the number of employees, and the numbers, types,

1 and grades of positions or employees assigned to an  
2 organizational unit, work project or tour of duty,  
3 the technology of performing its work, or its inter-  
4 nal security practices.

5         However, these limitations on consultations do  
6 not prevent NFFE 1627 or the employer from submitting  
7 its view to officials of the Executive Branch, the  
8 Congress or other appropriate authority, or from having  
9 its views considered in the formulation of laws, rules  
10 and regulations which affect federal personnel manage-  
11 ment.

12         5.3 LABOR MANAGEMENT CONSULTATION MEETINGS: The  
13 parties agree to consult and seek mutual understanding  
14 on any problems arising under this agreement or in re-  
15 lation to employee-employer relations, normally on a  
16 monthly basis. Any specific items for discussion which  
17 require research shall be provided in writing by either  
18 party at least two working days prior to the meeting.  
19 At meetings between NFFE 1627 and NTIS for monthly con-  
20 sultations, the NFFE 1627 will normally be represented  
21 by no more than four (4) of its members who are in the  
22 unit. NTIS will be represented by such representatives  
23 as it desires. A summary of the conclusions reached at  
24 these meetings will be made by NTIS; a copy furnished  
25 to the NFFE 1627. NFFE 1627 may furnish NTIS any  
26 written comment it desires as corrections or supplements.  
27 Consultation meetings shall be conducted on official  
28 time without charge to leave.

29         5.4 MEETING PLACE: Consultation meetings will  
30 normally take place at NTIS with NTIS providing appro-  
31 priate meeting place.

32         5.5 EMPLOYEE MANAGEMENT COMMITTEE: Hereafter, the  
33 Employee Management Consultation Committee will serve  
34 the purpose of representing NTIS employees to NTIS manage-  
35 ment; however, this does not preclude the Director of NTIS  
36 from setting up an NTIS Management Committee for advisory  
37 purposes.

ARTICLE VI - HOURS OF WORK, BASIC WORKWEEK, AND OVERTIME WORK

1           6.1 HOURS OF WORK AND WORKWEEK: NTIS and NFFE 1627  
2 are in agreement that the basic workweek and the basic  
3 workday are established in accord with applicable Depart-  
4 ment procedures. A guide to these hours is found in the  
5 Employee's Handbook. No changes to the hours of work  
6 shall be recommended without prior consultation with the  
7 NTIS employees.

8           6.2 CHANGE IN HOURS: The days and shift hours of  
9 shift employees' basic workweeks may be changed, provided  
10 the employee receives as much advance notice as possible,  
11 normally one week.

12           6.3 SHIFT SWAPS: Shift hours may be changed as  
13 necessary with as much advance notice as possible to al-  
14 low NTIS to fill in for an absent employee.

15           6.4 OVERTIME: For the purpose of this agreement,  
16 overtime consists of two distinct types: scheduled over-  
17 time and irregular or occasional overtime.

18                   (a) Scheduled overtime is work scheduled by  
19 management prior to the beginning of the administrative  
20 workweek in which it occurs.

21                   (b) Irregular or occasional overtime is work  
22 determined by management as necessary which was not  
23 scheduled prior to the beginning of the administrative  
24 workweek in which it occurs.

25           6.5 ASSIGNMENT OF OVERTIME: Overtime will be dis-  
26 tributed fairly among qualified employees within the  
27 organization unit.

28           6.6 REQUIRED OVERTIME: Employees will not normally  
29 be required to perform overtime in excess of eight hours  
30 within an administrative workweek. However, an employee  
31 shall receive consideration to be excused from required  
32 overtime upon the presentation of a reasonable justifica-  
33 tion.

1           6.7 EXCEPTIONS: Employees will normally not be  
2 called for overtime work when:

3                   (a) in a non-pay status,

4                   (b) in a leave-with-pay status, or

5                   (c) management determination that the em-  
6 ployee should not work overtime, as based on medical  
7 evidence from a physician.

8           6.8 CALL BACK: When an employee is called at a  
9 time outside of, and unconnected with, his scheduled  
10 hours of work, to perform unscheduled overtime work,  
11 the employee will receive a minimum of two (2) hours  
12 of overtime even though no work or less than two (2)  
13 hours of work is actually performed.

14           6.9 COMPENSATORY TIME: Wage Grade employees are  
15 not to be given compensatory time. General Schedule  
16 employees, whose basic pay is at or below the maximum  
17 scheduled rate for GS-10, have a legal right to choose  
18 between overtime pay and compensatory time off for  
19 irregular or occasional overtime work performed. The  
20 employee's choice is final and binding. General Schedule  
21 employees whose basic pay is above the maximum scheduled  
22 rate for GS-10 may be paid overtime or allowed compensa-  
23 tory time, the choice resting with the employer. The  
24 maximum number of hours of compensatory time that an  
25 employee may accumulate is 80 hours. The employee will  
26 be told that he is expected to take compensatory time  
27 off at the earliest possibly opportunity, normally within  
28 six (6) pay periods. The only compensatory time that may  
29 be carried into a new leave year is that earned during  
30 the last thirty days of the preceding leave year.  
31 Normally, compensatory time will be used before any annual  
32 leave is granted. The provisions of 6.9 above are in  
33 accordance with the Federal Personnel Manual, Chapter 550,  
34 and Department of Commerce Administrative Order 202-554.

ARTICLE VII - LEAVE AND ABSENCES

1           7.1 SICK LEAVE:

2           (a) Employees earn sick leave in accordance  
3 with applicable rules and regulations. Approval of sick  
4 leave may only be granted to employees when they are  
5 incapacitated for the performance of their duties and  
6 when they have notified their respective branch chief or  
7 higher, within one (1) hour after beginning of their shift.

8           (b) Sick leave shall be requested and approved  
9 in advance for visits to physicians and surgeons, dentists,  
10 practitioners, opticians and for the purpose of securing  
11 diagnostic examinations, x-rays, and treatments. Employees  
12 shall advise the supervisors with as much advance notice  
13 as possible.

14           (c) Medical certification will not generally  
15 be required to substantiate sick leave absences of three  
16 (3) consecutive days or less; however, medical certifi-  
17 cation may be required at the discretion of the agency  
18 for each absence regardless of duration, provided the  
19 employee receives prior notification in writing of this  
20 requirement.

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

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

4 7.2 ANNUAL LEAVE:

5 (a) Approval of an employee's request for  
6 scheduled annual leave may be granted subject to the  
7 workload and manpower requirements, provided a suffi-  
8 cient advance notice is given by the employee to enable  
9 the supervisor to arrange the request in the work  
10 schedule.

11 (b) Although the agency reserves the final  
12 right to allocate vacations, it is agreed that reason-  
13 able effort shall be made to schedule annual leave of  
14 not less than two (2) weeks duration for vacation purposes  
15 as determined by NTIS. Employees will not be charged for  
16 annual leave during any scheduled leave period when the  
17 employee is required to be on official duty. The employee's  
18 supervisor may approve a change in selection provided  
19 another employee's choice is not disturbed. In the event  
20 annual leave is disapproved, the supervisor shall set forth  
21 in writing his reason for disapproval and return with Form  
22 SF-71 to the employee.

23 7.3 COURT LEAVE: In the event an employee is sub-  
24 poenaed for jury duty or witness for the Federal Government,  
25 the NTIS shall pay him at his basic rate for the time (not  
26 to exceed eight hours per day) necessarily lost from his  
27 normal work schedule for such purposes, provided he presents  
28 the court order, subpoena or summons, if one is issued, to  
29 his supervisors as far in advance as possible. Upon return  
30 to duty, written evidence of his attendance at court is  
31 required, showing the dates (and hours if possible) of the  
32 service. If the employee is excused or released by the  
33 court for any day or a substantial portion of a day, he is  
34 expected to return to duty provided return would not cause  
35 the employee hardship because of the distance from home,  
36 duty station and the court. Decision will be made,  
37 depending upon the circumstances of each case by the super-  
38 visor. Failure to return to duty when directed may result  
39 in a charge to annual leave, leave without pay, or absence  
40 without pay or absence without leave. Further reference to  
41 Court Leave is found in Department Administrative Order 202,  
42 Chapter 630, Section 10.

1           7.4 LEAVE WITHOUT PAY:

2           (a) Employees may, within the discretion of  
3 the NTIS, be granted leave without pay in accordance  
4 with applicable regulations; for example, the NTIS  
5 recognizes the bumping and retreating rights of an em-  
6 ployee on approved leave of absence in situations where  
7 the employee is affected by reduction-in-force.

8           (b) The NTIS agrees that the Union may desig-  
9 nate employee members as representatives elected or ap-  
10 pointed to a union office or as a delegate to any union  
11 activity necessitating a leave of absence, and upon  
12 written notification and approval by the NTIS, such em-  
13 ployees shall be granted annual leave, if available, or  
14 approved leave without pay.

15           (c) Employees in approved leave of absence  
16 or in a leave-without-pay status shall accrue all rights  
17 and privileges in respect to retirement status and ap-  
18 propriate coverage under the Group Benefit Life Insurance  
19 and Federal Employee's Health Benefit program to which  
20 they may be entitled.

21           7.5 BLOOD DONATIONS: Employees who volunteer to  
22 donate blood to the Red Cross, or in emergency situa-  
23 tions to local hospitals, may be allowed excused ab-  
24 sence from duty for a period not to exceed four (4)  
25 hours. The excused period will not include the luncheon  
26 period. Supervisors will be notified prior to employees'  
27 departure.

28           7.6 VOTING LEAVE: All personnel are encouraged to  
29 exercise their right to register and vote. It is recog-  
30 nized that in some situations over which employees have  
31 no control, there is a legitimate need for them to be  
32 excused from work to exercise their voting rights. Ac-  
33 cordingly, regulations permit administrative approval of  
34 individual absences from work for voting purposes. Where  
35 polls are not open at least three hours either before or  
36 after an employee's regular hours of work, he may be  
37 granted an amount of excused leave which will permit him  
38 to report for work three hours after the polls open or  
39 leave work three hours before the polls close, whichever  
40 requires the lesser amount of time. Exceptional circum-  
41 stances where the general rule does not permit sufficient  
42 time will be evaluated on an individual basis.

1           7.7 MATERNITY LEAVE:

2           (a) Maternity leave is available to all appli-  
3 cable NTIS employees. In maternity cases, sick leave,  
4 annual leave, and LWOP (in that order) may be granted to  
5 cover the period which the employee is incapacitated for  
6 duty. A doctor's statement indicating the expected date  
7 of confinement and the date through which it is expected .  
8 the employee will be incapacitated for duty should be sub-  
9 mitted.

10           (b) An employee who is pregnant has an obligation  
11 to her employing agency to report pregnancy in the same man-  
12 ner as any other physical condition in which it is apparent  
13 that staffing adjustments may be needed to compensate for  
14 an anticipated absence from work.

15           (c) When there is any question about the physical  
16 ability of the employee who is pregnant to perform her job  
17 without hazard to her health, or the health of the unborn  
18 child, the agency should request that a medical certificate  
19 be furnished if one has not already been presented, and may  
20 after consultation with the employee find it desirable to  
21 discuss the employee's general condition with her physician  
22 or practitioner. The objective should be to provide  
23 gainful employment and make use of skills for as long as  
24 the employee is not incapacitated for duty and wishes to  
25 continue working.

ARTICLE VIII- TARDINESS AND BRIEF ABSENCES

26           8.1 Unavoidable or necessary absence from duty of  
27 less than one hour may be handled administratively in any  
28 of the following ways:

29           (a) by excusing employees for adequate reasons;

30           (b) by requiring additional work equivalent to  
31 the period of absence or tardiness; or,

32           (c) by charge against any compensatory time  
33 which the employee may have to his credit.

1           8.2 In the event the privilege is abused, ab-  
2 sences of less than one hour may be made a basis for  
3 a charge against annual leave or for disciplinary ac-  
4 tion. If a charge against annual leave is made, it  
5 must be in multiples of one hour. Each period of ab-  
6 sence not in excess of one hour must be considered on  
7 a daily basis. However, employee must leave work area.

8           8.3 An employee with a good attendance and punc-  
9 tuality record normally will be excused without charge  
10 to leave if his reason is acceptable to his supervisor  
11 and the occasion for such an excusal is infrequent.

12           8.4 In the event that the supervisor does not  
13 excuse such employee, they may apply for and may be  
14 granted one (1) hour of annual leave or leave without  
15 pay. This section does not preclude charging any em-  
16 ployee's tardiness to absence without leave, for the  
17 amount of his absence, or to initiating disciplinary  
18 action.

19           8.5 Absences of one hour or more must be charged  
20 to leave.

#### ARTICLE IX - HOLIDAYS

21           9.1 Employees shall be entitled to all holidays  
22 prescribed in by current or future law in addition to  
23 any special holidays designated by the President of the  
24 United States.

25           9.2 When an employee's basic work week is Monday  
26 through Friday, and a holiday falls on Saturday or  
27 Sunday, then Friday or Monday, as appropriate, shall be  
28 observed as the holiday.

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

29           10.1 The parties agree that a mutual interest exists  
30 in work and performance standards to the extent that such  
31 are both published and utilized by NTIS in the official  
32 performance evaluation of the employee. Upon request, and

1 with appropriate justification, NTIS agrees to consult  
2 with Local 1627 on pertinent content of any such standards  
3 in current use. Requests for consultation will be made  
4 by the steward to the employee's immediate supervisor.

5 10.2 Local 1627 recognizes that the assignment of  
6 work is a management prerogative; however, NTIS agrees  
7 to consider the views and recommendations of Local 1627  
8 in regard to policies and practices relating to the as-  
9 signment of work.

10 (a) NTIS agrees to exert every reasonable ef-  
11 fort to assign work to employees in the unit in a fair  
12 and equitable manner.

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

17 10.3 The parties agree that employees shall normally  
18 be assigned duties within the scope of their job or posi-  
19 tion descriptions.

20 10.4 Performance ratings shall be accomplished in  
21 accordance with the agency regulations and Federal laws.  
22 The parties agree that the performance rating is the  
23 supervisor's periodic, official evaluation of an employee's  
24 performance. Proper use of employee performance evaluation,  
25 including performance ratings, helps improve employee per-  
26 formance by:

27 (a) strengthening supervisor-employee  
28 relationship;

29 (b) identifying work standards and require-  
30 ments;

31 (c) informing employees of work standards and  
32 requirements;

33 (d) recognizing commendatory and outstanding  
34 work performance;

1 (e) recognizing and correcting work defi-  
2 ciencies; and,

3 (f) providing a guide to personnel actions.

4 10.5 It is further agreed that a proper use of  
5 employee performance evaluation, including performance  
6 ratings, may determine the need for providing employees  
7 help and/or training. Where employee performance is  
8 deficient, the NTIS shall exert reasonable effort to  
9 attempt improvement through constructive assistance to  
10 the employee.

11 10.6 NTIS management will work with officers of NFFE  
12 1627 to develop a better understanding of the NTIS Incen-  
13 tive Awards Program, provide better visibility for the  
14 Chairman and members of the Committee; and establish better  
15 communication between the Committee and the NTIS employees.

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

ARTICLE XI - DETAILS

23 11.1 The parties agree that a detail is defined as  
24 the temporary assignment of an employee to perform duties,  
25 not covered by his official position description, with the  
26 employee returning to his regular duties at the end of the  
27 detail. Technically, a position is not filled by a detail,  
28 as the employee continues to be the incumbent of the  
29 position from which detailed. A detail involves no change  
30 in employee's civil service or pay status.

31 11.2 Details are intended only for meeting temporary  
32 needs of the agency's work program when necessary services  
33 cannot be obtained by other desirable or practicable means.  
34 A detail may be made under circumstances such as, but not  
35 limited to, the following:

36 (a) Change in mission or organization.

1 (b) To meet temporary fluctuations in  
2 workloads.

3 (c) To substitute for an employee who is  
4 on extended leave.

5 (d) To perform work of a vacant position  
6 pending recruitment and assignment.

7 (e) For training purposes when there are  
8 shortages of qualified personnel or where such training  
9 is part of an established promotional or development  
10 program.

11 (f) Pending establishment of a position or  
12 authorization of a rating.

13 (g) Pending completion of security clearance.

14 (h) For a light duty assignment, substantiated  
15 by a medical doctor.

16 11.3 NTIS will make every reasonable effort to  
17 minimize the duration of details and to detail fairly  
18 with intent to enhance employee welfare and morale.  
19 Detailing employees immediately after competitive ap-  
20 pointment tends to compromise the competitive principle,  
21 and so is not permitted.

22 11.4 Except for an emergency detail of thirty (30)  
23 days or less, an employee may not be detailed for at least  
24 three months after appointment from the register. However,  
25 there is no limitation on detailing a person within the  
26 occupational category for which he is hired or within the  
27 training plan under which a person is hired. All details  
28 are limited to 120 days. However, details may be extended  
29 with prior approval of the Civil Service Commission as the  
30 circumstances warrant. Since extended details also con-  
31 flict with the principles of job evaluation, details will  
32 be confined to a maximum period of 120 days unless prior  
33 approval of the Civil Service Commission is obtained. All  
34 details to higher grade positions will be confined to a  
35 maximum initial period of 120 days plus one extension for  
36 a maximum period of 120 additional days. NTIS agrees to  
37 use temporary promotions in lieu of details where practicable.

1           11.5 Details to a higher grade position or to  
2 positions with known promotion potentials will be accom-  
3 plished in accordance with the appropriate provision of  
4 the Merit Promotion Plan.

#### ARTICLE XII - EMPLOYEE DEVELOPMENT

5           12.1 The parties agree that training development  
6 and career planning for employees is of mutual concern.  
7 The overall objective of such endeavors is to contribute  
8 to a more competent work force of employees. NTIS agrees  
9 to record and file training accomplished in the employee's  
10 official personnel folder provided the employee furnishes  
11 an official copy of such training to the Personnel Office.  
12 Local 1627 agrees to encourage employees to review their  
13 personnel folders to assure that training records are  
14 accurately recorded.

15           12.2 NTIS will inform NFFE 1627 regarding pertinent  
16 employee development programs developed exterior to NTIS  
17 and consider submitted views or recommendations with re-  
18 gard to NTIS participation in or application of such pro-  
19 grams. NTIS agrees to give serious consideration to such  
20 views or recommendations.

21           12.3 NFFE 1627 agrees to assist the NTIS in encour-  
22 aging and counseling employees in their self-development  
23 to improve their career potentials. Such assistance  
24 includes consideration of both training offered during  
25 working hours and on the employee's own time.

26           12.4 The NFFE agrees to arrange for an indoctrina-  
27 tion session or sessions to familiarize union officers  
28 and stewards with the terms and operation of this agree-  
29 ment. The NTIS agrees to do likewise for its management  
30 and supervisory personnel.

31           12.5 The NTIS agrees to extend consideration to the  
32 reimbursement of expenses incurred by the employee in the  
33 attendance at work-related training courses on his own  
34 time. NTIS's sponsoring of such training courses and sub-  
35 sequent reimbursement must be in accordance with existing  
36 regulations and policies.

### ARTICLE XIII - POSITION DESCRIPTIONS

1           13.1 Each employee will be provided a copy of the  
2 position or job description to which assigned. If the  
3 position description is lost or misplaced the Office of  
4 Personnel or the supervisor will immediately provide a  
5 copy of the position description to the employee..

6           13.2 NTIS agrees to annually review all position  
7 descriptions, and when deemed necessary, to amend or  
8 submit a redescription of the assigned duties for classi-  
9 fication review.

### ARTICLE XIV - PROMOTIONS

10           14.1 A copy of the Merit Promotion Plan will be  
11 made available to each NTIS employee. NTIS will provide  
12 orientation sessions, when deemed necessary, to acquaint  
13 all interested employees with the provisions of the plan.  
14 These sessions will begin as soon as possible after the  
15 revised Merit Promotion Plan has become effective.

16           14.2 NTIS will notify NFFE 1627 of its intent to  
17 expand an announcement. Concurrent with the expansion  
18 notice, NTIS will consider the views, if any, of NFFE  
19 1627 regarding the availability of additional candidates.

20           14.3 Each complaint arising out of the operation of  
21 the Merit Promotion Plan will be handled in accordance  
22 with Grievance Procedures described in D.O. 202-770 or as  
23 appropriate, the equal employment opportunity procedures  
24 prescribed in Department of Commerce Administrative Order  
25 202-713 dealing with complaints based on discrimination.  
26 However, any complaint involving the application or in-  
27 terpretation of any provision of this Article will be  
28 resolved in accordance with the Negotiating Grievance  
29 Procedure. Non-selection from a group of properly ranked  
30 and certified candidates cannot be grieved. Action  
31 required to be taken by NTIS under provisions of statute  
32 or instructions of the Commission cannot be grieved.

1           14.4 Merit promotion announcements will show the  
2 minimum Civil Service Commission qualification standards  
3 including essential selective placement factors on which  
4 an applicant's qualifications are evaluated in terms of  
5 the skills, knowledge, abilities, and potential needed to  
6 perform the job for which the applicant is being considered.  
7 Any additional selective placement factors to a vacancy  
8 notice will reflect the minimum requirements. However,  
9 they may not include inappropriate selective placement  
10 factors for determining eligibility. Examples of appropri-  
11 ate and inappropriate factors are:

12                   (a) Appropriate:

13                           (1) Knowledge of a language other than  
14 English.

15                           (2) Knowledges and abilities pertaining  
16 to a certain program or mission, when these cannot be  
17 readily acquired after promotion.

18                           (3) Proven ability in a functional area  
19 (for example, ability to "meet and deal," "ability to  
20 write").

21                           (4) Geographic mobility (when organiza-  
22 tional requirements, career patterns, and logical pro-  
23 gression require willingness to move geographically).

24                   (b) Inappropriate:

25                           (1) Additional general or specialized  
26 experience.

27                           (2) Quality of experience inappropriate  
28 to the grade and type of position to be filled.

29                           (3) Additional formal educational require-  
30 ment (including a particular educational level or degree).

31                           (4) Requirement designed solely to elimi-  
32 nate the need for a brief period of training and adjust-  
33 ment (unless the period would be so long as to burden  
34 unreasonably the operations of the agency).

1 (5) Requirement which unduly restricts  
2 the number of eligible candidates, or which is intended  
3 to favor a particular candidate.

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

10 If a selective placement factor is used, the  
11 justification for its use shall be kept with the pro-  
12 motion records.

13 14.5 A merit promotion opportunities announcement  
14 may not be modified after the promotion process is under  
15 way unless an inappropriate announcement has been released.  
16 Modified announcements will be in accordance with Section  
17 14.10 of this Article and all employees eligible under the  
18 modified announcement shall be considered for promotion.

19 14.6 NTIS agrees to consult with NFFE 1627 on any  
20 revisions or amendments to the Merit Promotion Plan.

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

21 15.1 NTIS Management will make every reasonable  
22 effort within its control and authority to avoid or  
23 minimize the effects of a RIF. When it becomes apparent  
24 that a RIF will become necessary, preliminary determina-  
25 tion concerning the extent to the RIF, the rights of  
26 employees likely to be affected, and other similar con-  
27 siderations involved in RIF planning will be made promptly.  
28 NTIS will consider cross-training when practicable to add  
29 to the flexibility of work force assignments and to mini-  
30 mize the effect of a potential RIF.

31 15.2 NTIS agrees to furnish NFFE 1627, as soon as  
32 possible, information concerning any proposed RIF. The  
33 number of personnel, the title, grade and series of posi-  
34 tions involved, and the reasons for the RIF shall be  
35 included. Upon receipt of such information, NFFE 1627

1 agrees to assist NTIS Management in promulgating such  
2 information among concerned employees in order to dispel  
3 rumors and promote employee morale.

4 15.3 Retention registers and sub-registers prepared  
5 for RIF purposes will be available for inspection and  
6 note taking to NFFE 1627 upon request.

7 15.4 RIF will be conducted in accordance with ap-  
8 propriate regulations and policy giving full considera-  
9 tion to the maximum retention of employees.

#### ARTICLE XVI - GRIEVANCES

10 16.1 DEFINITION: See Article I(h) for definition.

11 16.2 GRIEVANCE PROCEDURES:

12 (a) The only grievance procedure open for unit  
13 employees with grievances concerning the application or  
14 interpretation of this agreement is the negotiated grievance  
15 procedure explained below. It shall be available to all  
16 unit employees.

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

21 16.3 INFORMAL PROCEDURE: The dispute or grievance  
22 shall first be taken up by the aggrieved employee or  
23 employees, the Steward if selected by the employee or  
24 employees, and the appropriate supervisor or lowest ad-  
25 ministrative official who has authority to take correc-  
26 tive action. The supervisor or administrative official  
27 must give his answer within two (2) working days.

28 16.4 FORMAL PROCEDURE: If no satisfactory settle-  
29 ment is reached between the employee and the supervisor,  
30 the grievance shall be reduced to writing on a form  
31 mutually agreed to by NTIS and NFFE 1627 and submitted by  
32 the employee within five (5) working days to the appropriate  
33 division chief who shall meet with and resolve the grievance  
34 with the Steward and the aggrieved employee(s) within five  
35 (5) working days after receiving the written grievance.

1           16.5 PROCEDURAL RULES:

2           (a) The aggrieved employee(s), his representa-  
3 tive and witnesses (if NTIS employees) will be granted  
4 official time while they are serving in that capacity.

5           (b) Grievances which are not taken up with an  
6 employee's appropriate supervisor within fifteen (15)  
7 working days, where possible, after the occurrence of the  
8 matter out of which the grievance arose shall not be  
9 presented or considered at a later date. All time limits  
10 specified in this article shall be exclusive of Saturday,  
11 Sunday or holidays. Reasonable extensions may be mutually  
12 agreed upon.

13           16.6 ARBITRATION:

14           (a) In the event grievances are not resolved  
15 in accordance with the provisions of Section 16.3 and  
16 16.4 above, NFFE 1627 may refer the grievance to arbitra-  
17 tion. The request for arbitration will be valid only if  
18 signed by the Union President and filed with the personnel  
19 office within fifteen (15) work days of the receipt of the  
20 decision in Section 16.4.

21           (b) Within five (5) work days from the date of  
22 receipt of a valid arbitration request, the parties shall  
23 attempt to select an arbitrator. If the parties are unable  
24 to agree upon an arbitrator, they shall request the Federal  
25 Mediation and Conciliation Service to submit a list of  
26 seven (7) impartial persons qualified to act as arbitrators.  
27 A brief statement of the nature of the issue in dispute will  
28 accompany the request, to enable the Service to submit the  
29 names of arbitrators qualified for the issues involved. The  
30 request shall also include a copy of the collective bargaining  
31 agreement or stipulation. In the event that the entire agree-  
32 ment is not available, a verbatim copy of the provisions  
33 relating to arbitration shall accompany the request. The  
34 parties shall meet within three (3) work days after the receipt  
35 of such list to select an arbitrator. If they cannot agree  
36 upon one (1) of the listed persons, the Employer and the  
37 Union will each strike one (1) arbitrator's name from the list  
38 of seven (7) and shall repeat this procedure until only one  
39 name remains. The remaining name shall be the only and duly  
40 selected arbitrator. The grievant may withdraw his grievance  
41 at anytime prior to or after actual convening of a hearing or  
42 submission of the case to the arbitrator.

1 (c) The arbitrator's fees and expenses shall be  
2 borne equally by the Employer and the Union. The fee and  
3 other costs shall not exceed those authorized by applicable  
4 regulations. Further, the Employer and the Union shall share  
5 equally the expenses of any mutually agreed upon services in  
6 connection with the arbitration hearing.

7 (d) The process to be utilized by the arbitra-  
8 tor may be one of the following:

9 (1) "A stipulation of facts to arbitrator"  
10 can be used when both parties agree to the facts of the  
11 issue and a hearing would serve no purpose. In this case,  
12 all facts, data, documentation, etc., is jointly submitted  
13 to the arbitrator with a request for a decision based upon  
14 the facts presented.

15 (2) "An arbitrator inquiry" can be used  
16 when a formal hearing would serve no purpose. In this case,  
17 the arbitrator would make such inquiries as he deemed nec-  
18 essary (e.g., inspecting work sites, taking statements, etc.).

19 (3) "A submission to arbitration hearing"  
20 should be used when a formal hearing is necessary to develop  
21 and establish the facts relevant to the issue. In this case,  
22 a formal hearing is convened and conducted by the arbitrator.

23 (e) If the parties cannot agree on the process,  
24 the arbitrator shall decide the process, except that if one  
25 party requests a hearing, then the arbitration hearing will  
26 be the process utilized.

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

32 (g) The arbitrator shall have the authority to  
33 define the explicit terms of this agreement as set forth.  
34 He shall have no authority to add or modify any term of  
35 this agreement. The arbitrator's decision(s) shall be  
36 final and binding; and his remedy shall be effected in its  
37 entirety, to the extent that it is not limited by statute  
38 or higher level regulations.

1 (h) Questions that cannot be resolved by the  
2 parties as to whether or not a grievance is on a matter  
3 subject to the grievance procedures in an existing agree-  
4 ment, or is subject to arbitration under that agreement,  
5 may be referred to the Assistant Secretary for decision.

6 (i) Within ten (10) days after receipt of  
7 the arbitrator's decision, the parties to the arbitration  
8 will notify one another in writing whether or not they are  
9 filing for an exception to the Federal Labor Relations  
10 Council (FLRC) in accordance with council procedures. An  
11 exception to the arbitrator's decision must be filed with  
12 FLRC within twenty (20) calendar days following receipt of  
13 the award. If no exception is filed, the arbitrator's de-  
14 cision and remedy will be effected immediately.

#### ARTICLE XVII - DISCIPLINARY ACTIONS

15 17.1 In all cases of proposed disciplinary actions  
16 having an adverse impact, the employee will be given the  
17 opportunity to reply orally or in writing or both, using  
18 the assistance of a NFFE 1627 representative, if desired,  
19 in making his reply.

20 17.2 In all cases of written disciplinary action  
21 taken by NTIS against any employee covered by the Agree-  
22 ment, the NFFE 1627 shall be notified of the action  
23 taken by NTIS as soon as possible after the employee is  
24 notified, unless the employee certifies in writing that  
25 NFFE 1627 shall not be notified.

26 17.3 Prior to making a determination that a proposed  
27 notice of disciplinary action, adverse action or letter  
28 of reprimand is indicated as warranted; the immediate  
29 supervisor may undertake preliminary investigations and  
30 discussions with the employee concerned. Employees of the  
31 Unit are entitled to NFFE 1627 representation of all in-  
32 vestigations or discussions beginning with the period at  
33 which the adverse action, disciplinary action or letter of  
34 reprimand becomes formal. NTIS will acquaint the employee  
35 of his right to representation in all instances.

1           17.4 In the event an employee is issued formal  
2 notice of a proposed disciplinary action, the appropriate  
3 official, upon the employee's request within the prescribed  
4 time, shall hold a meeting with the employee for the pur-  
5 pose of discussing the matter. If the employee desires,  
6 he may be accompanied to the discussion by his NFFE 1627  
7 representative or a fellow employee. Persons having  
8 pertinent information may participate as desired by the  
9 employee on time allowed. It is further agreed that upon  
10 request of the employee necessary and pertinent records  
11 of NTIS as relied upon as the basis for the proposed dis-  
12 ciplinary action shall be made available for review.

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

16           17.5 In the event the employee is issued a notice  
17 of final decision on a disciplinary action which is un-  
18 favorable to the employee, such notice shall normally be  
19 delivered to the employee at least twenty-four (24) hours  
20 prior to the effective date of the disciplinary action.  
21 The action may be appealed or grieved, depending upon the  
22 nature of the action. However, appeals from adverse actions  
23 must be instituted at the NTIS level no later than 15  
24 calendar days after the effective date of the action.

25           17.6 When an employee is advised of his right to  
26 grieve on disciplinary actions not covered by part 752  
27 of the Civil Service Regulations, he shall also concurrently  
28 be advised of appeal rights (if any) to pursue the matter.

29           17.7 NTIS agrees that no personnel of the activity  
30 shall be assigned to perform work as a collection agent  
31 for debts allegedly due by an employee to any private  
32 individual or firm. Willful failure without sufficient  
33 excuse or reason to honor valid debts, including tax de-  
34 linquencies, or court judgements, or to make and adhere to  
35 reasonable arrangements for settlement of such debts, will  
36 constitute grounds for disciplinary action by NTIS.

ARTICLE XVIII - SAFETY

1           18.1 SAFETY RESPONSIBILITY: The NTIS to the full  
2 extent of its authority will provide a safe work place  
3 for its employees and comply with applicable Federal,  
4 State and local laws and regulation relating to safety.  
5 Each supervisor will take prompt and appropriate action  
6 to correct any unsafe condition or action which is re-  
7 ported to him.

8           18.2 FUNCTIONS: To assist in the positive imple-  
9 mentation of the program, a joint employee-management  
10 safety committee will be established. The committee will  
11 consist of the Assistant Director, Operations Division, or  
12 his representative (who shall be the chairman), the Safety  
13 Officer, and two designated representatives from NFFE 1627,  
14 or their alternates, one from each building.

15           To assist in the positive implementation of safety,  
16 NFFE 1627 will cooperate in a program to encourage em-  
17 ployees to practice safety. NFFE 1627 shall assist in  
18 reporting and correcting, where possible, negligent or  
19 intentional injury to person or property, including un-  
20 authorized use of any equipment; negligence, or careless  
21 workmanship, habits in performance of duty which may re-  
22 sult in safety hazards; or unhygienic practices which annoy  
23 or jeopardize the health of others.

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

30           18.3 PUBLICITY: In furthering the development of  
31 the NTIS safety program, the NTIS and NFFE 1627 will co-  
32 operate in the improvement of safety procedures by insuring  
33 the dissemination of information on the various safety  
34 activities to all employees.

ARTICLE XIX - EQUAL OPPORTUNITY

1           19.1 EQUAL OPPORTUNITY: The NTIS and NFFE 1627  
2 agree to cooperate in providing equal opportunity for  
3 all qualified persons, to prohibit discrimination because  
4 of age, sex, race, creed, color, or national origin, and  
5 to promote the full realization of equal opportunity  
6 through a positive and continuing effort.

7           19.2 NON-DISCRIMINATION: It is agreed between the  
8 parties that in the policies and practices of NFFE 1627  
9 there shall continue to be no discrimination against any  
10 employee because of age, sex, race, creed, color, or  
11 national origin, and NFFE 1627 invites all employees to  
12 share in the full benefits of employee organization mem-  
13 bership.

14           19.3 FUNCTIONS: Through procedures established  
15 for employee-management cooperation, each party agrees  
16 to advise the other of outstanding equal opportunity  
17 problems of which they are aware. The NTIS and NFFE 1627  
18 will jointly seek solutions to such problems through co-  
19 operative efforts.

ARTICLE XX - VOLUNTARY ALLOTMENT OF UNION DUES

20           20.1 Effective with the first pay period occurring  
21 after the execution of this agreement, the employer shall  
22 deduct union dues from the pay of all employees who  
23 voluntarily authorize such deduction and who are employed  
24 within the appropriate unit for which the union holds ex-  
25 clusive recognition, in accordance with the provisions set  
26 forth herein.

27           20.2 Union dues (the regular, periodic amounts re-  
28 quired to maintain an employee in good standing in his  
29 union) shall be deducted by the agency from the employee's  
30 pay each payroll period when the following conditions have  
31 been met:

32           (a) The employee either is a member in good  
33 standing of his union, or has signed up for membership in  
34 his union, subject to the payment of his first month's dues  
35 through voluntary allotment as provided herein.

1 (b) The employee's earnings are regularly  
2 sufficient to cover the amount of the allotment.

3 (c) The employee has voluntarily authorized  
4 such a deduction on Standard Form 1187 supplied by the  
5 union.

6 (d) The Treasurer of NFFE 1627 has completed  
7 and signed Section A of such form on behalf of the union.

8 (e) Such completed form shall be transmitted  
9 to the Payroll Office of the agency.

10 20.3 The Union shall supply to the employees in-  
11 volved Standard Allotment Form 1187. The Union shall be  
12 responsible for the distribution of such forms to its  
13 members and for completion of Section A thereon, including  
14 the certification of the current amount of the Union's reg-  
15 ular dues to be deducted each biweekly pay period.

16 20.4 Deduction of dues to the Union shall begin with  
17 the first pay period which begins after receipt of properly  
18 completed and signed Standard Form 1187 by the Payroll  
19 office of the employer.

20 20.5 The amount of the union dues to be deducted each  
21 biweekly pay period on behalf of the union shall remain as  
22 originally certified to on such allotment forms by its  
23 authorized union official until a change in the amount of  
24 such deduction is certified to by the authorized official  
25 of the union and such certification of change is duly trans-  
26 mitted to the Payroll office of the employer.

27 20.6 Any such change in the amount of any employee's  
28 regular dues with resultant change in the amount of the  
29 allotment for such employee per biweekly pay period shall  
30 become effective with the deduction allotment made on the  
31 first pay period beginning after receipt of the Notice of  
32 Change by the Payroll office of the agency or a later date  
33 if requested by the union. Changes in the amount of the  
34 union's dues shall not be made more frequently than once  
35 each twelve (12) months.

1           20.7 An employee's voluntary allotment for payment  
2 of his union dues shall be terminated with the start of  
3 the first pay period following the pay period in which any  
4 of the following occur:

5           (a) Loss of exclusive recognition by the union.

6           (b) Transfer of the employee outside of the  
7 union's recognized bargaining unit.

8           (c) Separation of the employee for any reason,  
9 including death or retirement.

10           (d) Receipt by the employer or notice that  
11 the employee has been expelled or has ceased to be a mem-  
12 ber in good standing of his union.

13           20.8 An allotment for the deduction of an employee's  
14 union dues may also be terminated by the employee through  
15 submission to the Payroll office of the employer of a  
16 Standard Form 1188 properly executed in duplicate by the  
17 individual employee. A termination of allotment under this  
18 section shall be effective with the first full pay period  
19 following either March 1 or September 1, whichever is the  
20 earlier provided the revocation is received by the Payroll  
21 office of the agency by such date. Upon receipt in dupli-  
22 cate of any such properly executed Standard Form 1188 (or  
23 individual substitute) by the appropriate official of the  
24 employer, such official shall immediately transmit the  
25 duplicate of such form to the union through the Treasurer  
26 of the Union.

27           20.9 The union having members on voluntary allot-  
28 ment of their union dues shall promptly notify the Payroll  
29 office of the agency in writing when any such member of the  
30 union is expelled or for any reason ceases to be a member  
31 in good standing. Such notices from the union shall be  
32 transmitted to the Payroll office of the agency.

33           20.10 The agency through its Payroll office shall  
34 transmit to the Treasurer of the Union within three (3)  
35 working days after each payday, the following:

36           (a) A list in duplicate for the union identi-  
37 fying the union by name and local number and shall list

1 the name and Social Security number of each employee  
2 member of the union on voluntary allotment, and the amount  
3 of the allotment deduction made for each such employee mem-  
4 ber. Each such list shall include the total monetary amount  
5 of all such allotment deductions made from the members of  
6 the union together with the total number of each allotment  
7 deduction. Each such list shall also include any allotment  
8 deductions which are terminating with the pay period  
9 covered and the reason for each such termination.

10 (b) A check drawn on the Treasury of the  
11 United States and made payable to the union in an amount  
12 equal to the grand total of all such monetary allotment  
13 deductions made less two cents for each deduction.

14 20.11 This Agreement for voluntary allotment of union  
15 dues shall become effective with the effective date of the  
16 currently negotiated agreement between the agency and the  
17 union and shall continue in full force and effect for as  
18 long as the union continues to be recognized by the agency  
19 on an exclusive recognition basis for the employees involved.  
20 It may be amended or modified by the agency and the union  
21 from time to time by mutual agreement of the agency and the  
22 union as may be required to appropriately reflect changes  
23 made in the regulations and directives pursuant to which it  
24 was negotiated.

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

25 21.1 FACILITIES: The NTIS agrees to provide suitable  
26 space at the work stations of the Union President and  
27 Secretary-Treasurer for the storage of NFFE 1627 records.  
28 Applicable supervisors will provide for suitable privacy,  
29 when necessary, for discussions between NFFE 1627 repre-  
30 sentatives or stewards and individual employees. the NTIS  
31 agrees to make available sufficient facilities, including  
32 normal utilities, for NFFE 1627 meetings outside regular  
33 working hours. NFFE 1627 will submit requests for union  
34 meeting facilities in advance to preclude space scheduling  
35 conflicts. NFFE 1627 will assume responsibility for the  
36 proper care and use of the space so made available.

1           21.2 INTERNAL MAIL SERVICE: The internal mail service  
2 of the NTIS shall be available for use by NFFE 1627 to com-  
3 municate between NFFE 1627 and the employer and NFFE 1627  
4 representatives.

5           21.3 BULLETIN BOARDS: Reasonable space on NTIS  
6 official bulletin boards shall be available for use by the  
7 union in accordance with the agency regulations governing  
8 these boards. NFFE 1627 will be solely responsible for the  
9 posted material, in terms of accuracy and adherence to  
10 ethical standards. NFFE 1627 will be responsible for removing  
11 their material which is no longer current and pertinent.

12           21.4 REPORTS, LISINGS AND INSTRUCTIONS: NTIS agrees  
13 to provide private access for NFFE 1627 to the Federal Per-  
14 sonnel Manual, Department of Commerce regulations, NTIS  
15 instructions pertinent reports, instructions, and listings  
16 which are reasonably required for the conduct of union-  
17 management business.

#### ARTICLE XXII - USE OF OFFICIAL TIME

18           22.1 LIMITATION: Solicitation of membership, the  
19 collection of dues, or other internal business of NFFE 1627  
20 shall be conducted during the non-duty hours of the employ-  
21 ees concerned. NFFE 1627 shall be granted permission to  
22 solicit membership among employees outside of their working  
23 hours. Suitable space for such solicitation will be provided  
24 upon request of NFFE 1627 representatives as long as such  
25 request for space does not conflict with existing department  
26 regulations. The request for space must be made one week in  
27 advance. Also, upon request, NFFE 1627 will be granted  
28 authority to conduct a membership drive (before and after  
29 duty hours, at lunch period and coffee breaks) twice per  
30 calendar year, for thirty (30) consecutive work days.

31           22.2 APPROVED ACTIVITIES: Activities approved by the  
32 NTIS or jointly sponsored by the employer and NFFE 1627  
33 which are of quasi-official or public service nature or which  
34 may contribute to the training or morale of the employees  
35 in the representation unit involved will:

36                   (a) Actively promote clear communications  
37 through employee understanding of management policies and  
38 procedures;

1                   (b) Actively promote, as individual members,  
2 the equal employment opportunity program of the agency  
3 and serve as a focal point for positive equal employment  
4 activities;

5                   (c) Actively promote employee attendance and  
6 avoidance of tardiness and abuse of coffee breaks, good  
7 employee leave practices, and employee understanding of  
8 the agency's leave program;

9                   (d) Actively promote high level employee  
10 performance and morale and employee understanding of the  
11 agency's performance evaluation and incentive awards pro-  
12 grams;

13                   (e) Actively promote employee understanding  
14 and support for the agency's cost reduction and suggestion  
15 programs;

16                   (f) Actively promote employee understanding  
17 and support for the agency's policies on employee re-  
18 sponsibilities and conduct, and discipline;

19                   (g) Actively promote employee understanding  
20 and support for the agency's position classification and  
21 merit promotion programs; and,

22                   (h) Actively promote employee support for  
23 Government endorsed charitable drives such as the Com-  
24 bined Federal Campaign and Blood Donor Program.

25                   These activities may be conducted on official time.  
26 The use of this time by individual employees is subject  
27 to control by their supervisors.

28                   22.3 UNION TRAINING SESSIONS: Upon specific request  
29 and approval, a reasonable amount of administrative leave,  
30 but not to exceed sixteen (16) hours per year may be  
31 granted to officers, or their designated representative of  
32 NFFE 1627, to enable them to attend meetings, briefings,  
33 and orientations for the purpose of receiving information  
34 relating to matters of mutual concern to the NTIS and NFFE  
35 1627.

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

#### ARTICLE XXIII - ORIENTATION

5 23.1 All new employees in the unit shall be in-  
6 formed that NFFE 1627 is the exclusive representative of  
7 employees. They shall be furnished a copy of this agree-  
8 ment and informed that a list of the officers and repre-  
9 sentatives of NFFE 1627, including the names and work areas  
10 of NFFE 1627 Chief Steward and Shop Stewards referred to in  
11 Article 2.6 of this agreement, is posted on the official  
12 bulletin boards.

13 23.2 The President of NFFE 1627 shall be furnished  
14 information as follows regarding all new employees:

- 15 (a) Full name
- 16 (b) Position and grade
- 17 (c) Duty station and location
- 18 (d) Date entered on duty

19 23.3 Representatives of NFFE 1627 shall be afforded,  
20 during working hours, an opportunity to confer and consult  
21 with new employees to inform them on the scope of union  
22 activities at NTIS, Springfield, Virginia.

23 23.4 Management and supervisors' briefings will be  
24 held to review the agreement and the methods and the means  
25 of implementation.

#### ARTICLE XXIV - EMPLOYEE SERVICES

26 24.1 LUNCHEON FACILITIES: The NTIS will provide  
27 unit employees with a suitable area in which to eat their  
28 lunch undisturbed. NTIS reserves the right to make an-  
29 nouncements.

ARTICLE XXV - CONTRACTING OUT FUNCTIONS

1           25.1 CONTRACTING OUT FUNCTIONS: NFFE 1627 shall  
2 be consulted prior to contracting out any NTIS functions.

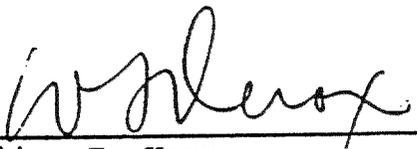
ARTICLE XXVI - DISTRIBUTION

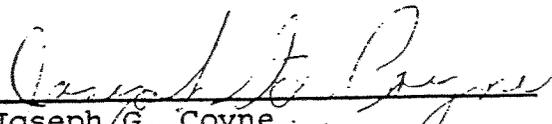
3           26.1 COPIES: The NTIS shall make prompt distribution  
4 of copies of this agreement, and of any amendments of or  
5 supplements to this agreement, to all employees in the  
6 representation unit, to their supervisors, and to all other  
7 interested management officials. In addition, twenty-five  
8 (25) copies shall be furnished to NFFE 1627.

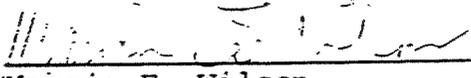
9           In Witness whereof the parties hereto have caused this  
10 basic employee-management cooperation agreement to be ex-  
11 ecuted on this           first           day of November, 1974.

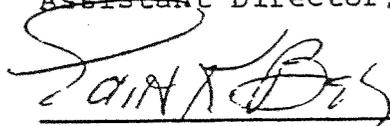
SIGNATORIES:

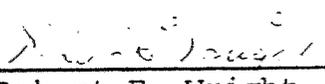
FOR THE EMPLOYER:

  
\_\_\_\_\_  
William T. Knox  
Director, NTIS

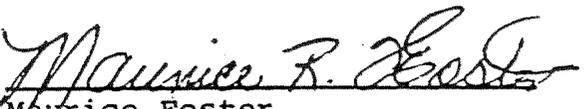
  
\_\_\_\_\_  
Joseph G. Coyne  
Assistant Director, Administration  
Chief Management Negotiator

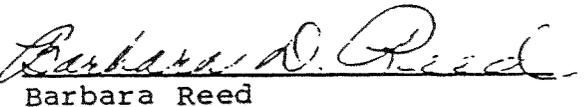
  
\_\_\_\_\_  
Marvin E. Wilson  
Assistant Director, Operations

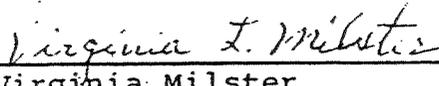
  
\_\_\_\_\_  
Edith Beh  
Chief, Input Division

  
\_\_\_\_\_  
Robert E. Wright  
Chief, Administrative  
Services Division

FOR NFFE 1627:

  
\_\_\_\_\_  
Maurice Foster  
President, NFFE 1627

  
\_\_\_\_\_  
Barbara Reed  
Chief Union Negotiator

  
\_\_\_\_\_  
Virginia Milster  
Vice-President

  
\_\_\_\_\_  
Albert Scott  
Union Negotiator

EFFECTIVE DATE: NOVEMBER 1, 1974

**NEGOTIATED AGREEMENT**

**PARTIES: NATIONAL TECHNICAL INFORMATION SERVICE  
DEPARTMENT OF COMMERCE**

**AND**

**NATIONAL FEDERATION OF FEDERAL EMPLOYEES  
LOCAL 1627**

**SUBJECT: GRIEVANCE AND ARBITRATION PROCEDURES**

**THIS AGREEMENT BETWEEN THE PARTIES SERVES TO AMEND THE  
NEGOTIATED AGREEMENT BETWEEN THE PARTIES OF NOVEMBER 1,  
1974. THE ORIGINAL ARTICLE XVI OF THE NOVEMBER 1, 1984  
CONTRACT IS REPLACED BY THE ARTICLES HEREIN AGREED TO  
AND IDENTIFIED AS ARTICLE XVI, GRIEVANCE PROCEDURE AND  
ARTICLE XVII, ARBITRATION.**

Article XVI  
Grievance Procedure

Section 1

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

The Administration and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and maintain the efficiency of the Administration. To accomplish this, the parties will attempt to settle grievances expeditiously and at the lowest level of supervision. Employees and their representatives will be free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 USC and this Agreement, in seeking adjustments of grievances.

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

Section 2

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

- a. health or safety dangers;
- b. violations of the law, rules or regulations; or
- c. other such compelling situations.

Section 3-Coverage and Scope

A. A grievance means any complaint:

1. by an employee or employees concerning any matter relating to the employment of the employee(s);
2. by the Union concerning any matter relating to the employment of employee(s); or
3. by any employee, the Union or the Administration concerning:
  - a. the effect or interpretation, or a claim of breach of this collective agreement; or
  - b. any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

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

- i. Those matters concerning:
  - a. any claimed violation of 5 USC Chapter 73, Subchapter III, relating to prohibited political activities;
  - b. retirement, life insurance, or health insurance;

- c. a suspension or removal for reasons of national security;
- d. any examination, certification, or appointment;
- e. the classification of any position which does not result in the reduction of grade or pay of an employee;
- f. termination of an employee during the probationary period;
- g. non-selection for promotion from a group of properly ranked and certified candidates; or
- h. any "proposed" actions under CFR, Title V Parts 752, adverse actions, and 432, reduction in grade and removal of an employee based on unacceptable performance (actions taken under CFR, Title V, Parts 752 and 432 may be grieved).

C. The parties, by mutual consent, may consolidate employee grievances at any step, when an employee or employees file separate grievances which present the same or similar issues. The time period for a decision on a consolidated grievance will be within 10 working days of the date that the latest grievance was received or of the date when a Step 1 or Step 2 decision was or should have been issued on the latest grievance. The failure of either party to agree to consolidate grievances when there are four or more grievances which present the same or similar issues shall be subject to arbitration.

#### Section 4

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

#### Section 5

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

#### Section 6

Except as covered in Section 9, a written grievance must be received by the employee's immediate supervisor within 15 working days after the occurrence of the incident or event from which such grievance arose, or the date the employee first became aware of the matter. Failure to meet this time limit waives the right to grieve. Once the employee and/or Union elect to file a grievance under this Article, that specific incident raised in the grievance may not be raised or pursued under any other procedure or subsequent grievance.

A. Step 1.

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

B. Step 2.

*Step starts here*

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

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

D. Step 3.

*below AD*

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

E. Any grievance not satisfactorily settled through the negotiated grievance procedure may be referred by the Union or Management to arbitration as provided for in this Agreement.

F. All time limits in this Article may only be extended by mutual written consent.

- G. Failure of the Administration to observe the time limits stated in this grievance procedure shall, at the election of the grievant, advance the grievance to the next step. This election must be made within 10 days of the date on which the decision should have been made.
- H. Grievance decisions will be served directly upon the employee either by mail or in person with a copy to the union representative. The grievant's signature does not indicate acceptance or rejection of the decision. Proof of service shall be: (1) a return post office receipt executed by the person served; or (2) a written acknowledgement from the person served when hand delivered.

### Section 7

Issues between Local Union and Local Management shall be raised in writing within 15 working days of the incident giving rise to the issue or the date the moving party became aware of it. The issue shall be discussed informally within 10 working days between the Local Union Representative and the office manager or designee. An answer shall be issued within 10 working days of the meeting. If the issue is not resolved, either party may invoke arbitration. Such a request shall be delivered to the other party's designee within 10 working days after a decision is issued by the charged party or if no decision is issued within 20 working days after the written complaint is initiated.

### Section 8

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

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

If the employee elects to file under the negotiated procedure, he/she shall proceed under Section 6 of this Article within 19 working days and must attach a copy of the counselor's notification to the grievance. The EEO counselor will advise the employee with whom the grievance may be initially filed. For the purpose of this

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Section, <sup>v</sup> Step 1 official is the official who took the action which gave rise to the allegation of discrimination or his/her designee. If this official is also the Step 1, 2, or 3 official identified in Section 6, the grievance will be entered at that step of the grievance procedure. If the official is the Step 3 official or higher, that official will have 15 working days to attempt to resolve the matter and issue a decision. If the matter is not resolved, the grievance will have 5 workdays to elect to have the matter reviewed by a higher appropriate authority identified by the Administration. That official will have 25 work days to either resolve the matter or render a final decision. If the matter is unresolved after this step, the Union may proceed to arbitration in accordance with this Agreement.

## **XVIA. ARBITRATION:**

### **Section 1**

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

### **Section 2-Selecting an Arbitrator**

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

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

### **Section 3**

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

### **Section 4**

The arbitrator's fees and expenses will be borne equally by the Employer and the Union. The fee and other costs shall not exceed those authorized by applicable regulations. Further, the Employer and the Union shall share equally the expenses of any mutually agreed upon services in connection with the arbitration hearing.

### Section 5

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

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

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

### Section 6

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

### Section 7

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

### Section 8

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

**Section 9**

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

# NTIS—NFFE Negotiated Grievance Form

## Section 1:

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

Name: \_\_\_\_\_

Title/Grade: \_\_\_\_\_

Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

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

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

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

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

Representative's Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

Negotiated Grievance Form (Con't)

**Section 2:**  
**To be completed by the Step 3 official.**

Date Grievance Received: \_\_\_\_\_

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

\_\_\_\_\_  
Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

**Section 3:**  
**To be completed by NFFE.**

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

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

\_\_\_\_\_  
Signature/President NFFE Local 1627 \_\_\_\_\_ Date \_\_\_\_\_

Agreement and Approvals  
Articles XVI and XVII  
Between NTIS and NFFE

National Federation of  
Federal Employees

Penny Gleason  
Penny Gleason  
Chief Negotiator

Robena J. Brown  
Robena J. Brown  
Negotiator

David P. Funsten  
David P. Funsten  
Negotiator

NTIS  
Department of Commerce

Thomas P. Bold, Jr. 5/13/85  
Thomas P. Bold, Jr.  
Chief Negotiator

Jeffrey D. Caplan 5/13/85  
Jeffrey D. Caplan  
Negotiator

Stephanie Hall 5/13/85  
Stephanie Hall  
Negotiator

Joseph F. Caponio  
DR. JOSEPH F. CAPONIO  
DIRECTOR, NTIS