NOAA Collective Bargaining Agreements
and
Memoranda of Understanding

LINE OFFICE: NESDIS (Satellite Operations Control Center) – Suitland, MD

LABOR UNION: National Federation of Federal Employees (NFFE) Local 2181

BUS CODE: 0187/0881

NOTE:

AGREEMENT

BETWEEN THE

SATELLITE OPERATIONS CONTROL CENTER

OFFICE OF SATELLITE OPERATIONS

NATIONAL ENVIRONMENTAL SATELLITE DATA AND INFORMATION SERVICE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

U.S. DEPARTMENT OF COMMERCE

SUITLAND, MARYLAND

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES,

LOCAL 2181

FEDERAL DISTRICT 1

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

AFL-CIO

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PREAMBLE

The NOAA/SOCC and NFFE Local 2181 agree that a workplace which reflects the understandings reached in this Agreement is in the mutual interests of the parties. This Agreement reflects the parties' commitment to foster a work environment that provides for the continued development of employees, and maximizes opportunities for improved employee performance aimed at accomplishing the Agency's goals and mission.

To this end, the parties are committed to working cooperatively in a reasonable and harmonious manner to attain the highest levels of public confidence, and to providing the outstanding service to which the Agency and employees are dedicated.

Further, the parties recognize that trust is the most essential ingredient in the continued improvement of the employee/Employer relationship, and the continued improvement of working conditions and work processes. A primary goal of the parties is the creation and maintenance of constructive, positive relationships.

This trust and continued improvements will be further enhanced through recognition of the worth and aspirations of each employee and through the proper treatment of employees, managers, and supervisors alike, with dignity and respect.

ARTICLE 1 PARTIES TO AGREEMENT

Section 1 - General

The parties to this Agreement are: Satellite Operations Control Center, Office of Satellite Operations, National Environmental Satellite Data and Information Service, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, Suitland, Maryland and National Federation of Federal Employees, Local 2181, Federal District 1, International Association of Machinists and Aerospace Workers, AFL-CIO. Management recognizes the Union as the exclusive representative of all employees of the bargaining unit identified in Section 2 below. The Union recognizes the responsibilities of representing the interests of all unit employees (without discrimination and without regard to Union membership) with respect to grievances, personnel policies and procedures, or other matters affecting their general working conditions.

Section 2 - Bargaining Unit and Recognition

The bargaining unit is comprised of, in accordance with FLRA Case No. WA-RP-70081 (10/20/97):

Included: All nonprofessional employees employed by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Environmental Satellite Data and Information Service, Office of Satellite Operations, Satellite Operations Control Center, Suitland, Maryland.

Excluded: All supervisors, Management officials, professional employees, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, and employees described at 5 USC 7112(b)(2), (3), (4), (6) and (7).

ARTICLE 2 RIGHTS TO REPRESENTATION

Section 1. Pursuant to 5 USC 7102, each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under 5 USC chapter 71, such right includes the right--

(1) to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 USC chapter 71.

Section 2. Any employee in the bargaining unit has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate Management officials, without intervention of Union representatives, in accordance with applicable laws, rules, regulations, or established policies, and to choose a representative in a grievance or appeal of action, except as stated in Article 10.

Section 3. Nothing in the Agreement shall require a bargaining unit employee to become or to remain a member of a labor organization, or to pay dues to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 4. Section 1 of this Article does not authorize participation in the Management of the Union or acting as a representative of the Union by a supervisor, or by an employee when the participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

ARTICLE 3 LAWS AND REGULATIONS

Section 1 - Governing Provisions

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future Government-wide laws, rules and regulations of the appropriate authorities, including mandatory (nondiscretionary) Title 5, CFR provisions as supplemented by OPM or other appropriate authority.

Section 2 - Conflicts with Agreement

Published Agency-wide policies and regulations current at the time of any automatic renewal or extension of this Agreement, which are not in conflict with this Agreement, shall then become controlling. In the

event of a conflict or incompatibility with the provisions of this Agreement, or Government wide rules and OPM regulations issued after the effective date of this Agreement, the Employer and the Union shall meet to determine to what extent there is a need to engage in impact and implementation bargaining.

ARTICLE 4 DUTY TO BARGAIN AND SCOPE

Section 1. The parties have a duty to bargain collectively on the conditions of employment affecting employees. In accordance with 5 USC 7103(14), Conditions of Employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions. Examples include, but are not limited to: hours of work; Reduction in Force; safety, health and training. The parties are subject to all applicable existing and future laws and government-wide rules and regulations, which are not in conflict with this Agreement. The parties are also subject to DOC and NOAA regulations and policies, which are not in conflict with this Agreement.

A. The Union President or designee will be notified of all changes that impact the bargaining unit.
B. Either party may initiate consultation via telephone, email, or meeting. Consultation, if held, will be conducted within 20 calendar days after notification to the Union President or designee.
C. If it desires, the Union will submit a timely and specific request to bargain, accompanied by negotiable proposals pertaining to the specified change in working conditions, within 10 calendar days following notification or consultation. Normally, bargaining will commence no later than 30 calendar days after submission of proposals unless otherwise mutually agreed to by the parties.

Section 2. In accordance with 5 USC 7114(b), the duty of an Agency and an exclusive representative to negotiate in good faith under 5 USC 7114(a) shall include the obligation--

(1) to approach the negotiations with a sincere resolve to reach a collective bargaining Agreement;
(2) to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
(3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;
(4) in the case of an Agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data--
  (A) which is normally maintained by the Agency in the regular course of business;
  (B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
  (C) which does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors, relating to collective bargaining; and
(5) if Agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such Agreement.

Section 3. When the Employer proposes to establish new or revised policies or practices relating to conditions of employment, the proposed draft or changes will be provided to the Union as soon as practicable prior to the implementation date. If Agency circumstances preclude advance notice, such as emergency situations, the Employer will provide the proposed draft or change at the earliest practicable time.

Section 4. After the Employer and the Union have reached an Agreement regarding changes that affect the bargaining unit employees, the employees will be notified of the change by appropriate means, such as email or hard copy.

Section 5. When negotiations are taking place, the number of Union team members shall not exceed the number of Management team members. Either party may elect to bring less than the agreed to number of team members.

Section 6. If either or both parties determine that an impasse has been reached, either party may request the services of the Federal Mediation and Conciliation Service (FMCS). If mediation does not resolve the issue(s), either party may request the services of the Federal Service Impasses Panel (FSIP).

Section 7. When, during the negotiation process, either party declares an impasse, and neither party has requested the service of the Federal Service Impasses Panel (FSIP) within eight (8) calendar days, the Employer may effect the proposed change in accordance with the last proposal made by Management and appropriate notice is given to the Union as to when the changes are intended to be put into effect.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. In accordance with 5 USC 7106,

(a) Subject to subsection (b) of this section, nothing in this agreement shall affect the authority of any Management official of any Agency—

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
(2) in accordance with applicable laws--
  (A) to hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
  (C) with respect to filling positions, to make selections for appointments from--
    (i) among properly ranked and certified candidates for promotion; or
    (ii) any other appropriate source; and
  (D) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

(b) Nothing in this section shall preclude any Agency and any labor organization from negotiating—

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

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

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

ARTICLE 6 RIGHTS AND OBLIGATIONS OF THE UNION

Section 1. In accordance with 5 USC 7114(a)(1), a labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining Agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

Section 2. In accordance with 5 USC 7114(a)(2), an exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at--

any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(A) any examination of an employee in the unit by a representative of the Agency in connection with an investigation if--

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.

Section 3. The parties recognize the right of an employee or group of employees to be represented by a person designated by the Union.

Section 4. Upon request but no more than twice a year, Management will furnish the Union a list containing the names, positions, titles, and organizational codes of the employees in the bargaining unit.

Section 5. The Union is entitled to a participating representative on SOCC Councils affecting bargaining unit employees, e.g., SOCC Diversity Council; National Satellite Operations Facility Committees; Labor Management Committee.

ARTICLE 7 JOINT LABOR MANAGEMENT COMMITTEE

Section 1. A Joint Labor Management Committee (Committee) shall be established consisting of not more than three (3) representatives from the Union local and three (3) from Management. Additional participants may be invited to attend by mutual Agreement. This committee shall normally meet quarterly for the settlement of issues and the improvement of communications and cooperation between the parties. The Committee shall give consideration to such matters as: the interpretation and application of laws, rules, regulations and policies; working conditions; the promotion of education and training; safety and health issues, and the morale of the employees. Sessions may normally not exceed a two (2) hour period. Additional meetings will be held by mutual consent. Employees who are Union representatives shall be on official time.

Section 2. Agenda items will normally be exchanged in advance.

Section 3. A joint summary will be prepared identifying Agreements and action items, at the conclusion of the meeting.

Section 4. The parties shall address and resolve issues at the lowest possible level.

ARTICLE 8 UNION REPRESENTATION

Section 1. All Union representatives shall be accorded all rights and privileges necessary to fulfill their obligations to the fullest extent authorized by law, rule or regulation of appropriate authority. The Union will designate up to nine (9) stewards to provide continuous representation for employees on a facility that runs 24 hours per day, seven days per week, 365 days per year. The Union shall attempt to designate stewards in the work area that he/she closely represents. Employees desiring Union representation will seek such representation from the steward designated to represent their area. The Union will provide Management with a roster of all stewards and officers as needed.

Section 2. Union representatives will be permitted a reasonable amount of official time to perform representational duties. Official time for representational duties is subject to the supervisory release of the Union representative from the performance of work related matters. If the Union representative cannot be released due to workload considerations, the meeting or activity will be rescheduled.

Section 3. To perform representational duties, the Union President or designee is entitled to a reasonable amount of official time. Advance request and supervisory approval will occur.

Section 4. Official time recording is a bilateral system set up to meet the OPM requirement that Management maintain a record keeping system of official time used in the performance of the representational duties.

A. Union representatives, employees and Management will coordinate and maintain an accurate time and attendance record which shows the total time spent on representational duties and activities.

B. The certified time and attendance record shall be completed by the employee and the appropriate supervisor each pay period.

Section 5. Use of Official Facilities and Services

A. The Union will be provided reasonable office space and equipment to conduct representational activities.
B. The Union office space shall be reasonably private and secure to assure maintenance and confidentiality of records and conversations. Office equipment will include telephone service, electronic mail, fax, and standard office furniture. The Union will adhere to NOAA, DOC and Federal Government policies on government equipment usage.
C. Union representatives and bargaining unit employees will be allowed to use electronic mail, telephones, and fax machines to communicate with bargaining unit employees, Union members, and other officials, and Management for representational matters.

Section 6. Upon advance request and approval, National NFFE representatives shall be granted access to the Employer's premises. Such request normally shall normally identify the purpose of the visit.

Section 7. Management will allow the Union to place a link on the publicly accessible SOCC web site to publicly accessible Union information.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide a procedure for prompt and equitable resolution of grievances between the parties. This procedure is the exclusive method available to parties and employees in the bargaining unit for resolution of all issues including interpretation and application of this Agreement in accordance with 5 USC 7121.
In accordance with 5 USC 7103(a)(9), Grievance means any complaint–

(A) by any employee concerning any matter relating to the employment of the employee;
(B) by any labor organization concerning any matter relating to the employment of any employee;
(C) by any employee, labor organization, or Agency concerning–
  (i) the effect or interpretation, or a claim of breach, of a collective bargaining Agreement;
  (ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

This Negotiated Grievance Procedure does not apply to any grievance concerning:

A. Involvement in prohibited political activities (5 USC 7121(c)(1))
B. Retirement, life and/or health insurance, individual awards and recognition (5 USC 7121(c)(2)).
C. A suspension or removal predicated or accomplished in the interests of national security (5 USC 7532; 5 USC 7121(c)(3)).
D. Any examination, certification, or appointment (5 USC 7121(c)(4)).
E. The classification of any position which does not result in the reduction in grade or pay of an employee (5 USC 7121(c)(5)).

F. Non-selection for promotion from a group of properly ranked and certified candidates, or reassignment.
G. Any issue where there is no personal relief to the grievant.
H. Any issue where statutory appeal or complaint procedures have been implemented.
I. Complaints or appeals from persons outside the bargaining unit.
J. Termination of probationary, term and temporary employees.
K. Filling of any position outside the bargaining unit.
L. Interpretation of regulations from higher authorities.
M. Adverse actions as a result of RIF.
M. Non-selection for temporary promotion.

CLARIFICATION:
In accordance with 5 USC 7121(e)(1), in adverse actions (5 USC 7512), equal employment opportunity discrimination complaints (5 USC 2302(b)(1)), and removal or reduction in grade for unacceptable performance (5 USC 4303), employees may use either the negotiated grievance procedure or the statutory appeals procedures (5 USC 7701), but not both. The employees shall be deemed to have exercised their option at such timely initiation of an action under the applicable statutory procedure or the timely filing of a grievance in writing, in accordance with provisions of this negotiated procedure, whichever event occurs first.

Section 2. Time limits for processing a grievance (either before or after a grievance is filed), which raises an issue concerning laws, rules, regulations or policies, which originated outside SOCC, will be held in abeyance, pending an interpretation from the appropriate source of the law, rule, regulation, or policy.

Section 3. All time frames in this grievance procedure may be extended by mutual consent.

Section 4. All parties involved will attempt to settle grievances at the lowest possible level. Accordingly, employees are encouraged to discuss their dissatisfactions with their supervisors prior to filing a Step 1 grievance.

Section 5. STEPS OF THE GRIEVANCE PROCEDURE

A. STEP 1: INFORMAL GRIEVANCE

When an employee is aggrieved over a matter contained in Section 1 of this Article, he/she shall raise the matter with the immediate supervisor, orally and/or in writing, within 10 calendar days of the date of the action or condition giving rise to the grievance, or within 10 calendar days after the employee knew, or with reasonable diligence should have known, of the occurrence of the matter from which the grievance arose. The grievance must specifically identify the action as a grievance, the nature of the grievance, the alleged violation and state the remedial action sought.

If the employee desires, he/she may be accompanied by a Union representative, one approved by the Union, or be self-represented.

1. The Union will be invited to attend grievance meetings involving grievants who desire to be self-represented, pursuant to 5 USC 7114(a)(2). Grievance resolutions will be consistent with this Agreement, all laws, rules and regulations.
2. Following presentation of the Step 1 grievance, the supervisor shall provide an oral and/or written response, within 10 calendar days.

B. STEP 2. FORMAL GRIEVANCE

1. If no satisfactory resolution is reached during the Step 1 grievance, the grievance will be presented in writing, within 10 calendar days from receipt of the Step 1 decision/response, to the second line supervisor or appropriate Management official, by a Union representative or the employee (if self-representation is elected). This Step 2 grievance shall state the nature of the grievance, the alleged violation, the remedy sought, and the employee's choice of Union representation or self-representation.
2. Following the presentation of the Step 2 grievance, the second line supervisor or appropriate Management official shall provide a written response within 10 calendar days.

C. STEP 3. JOINT MEETING

1. If the grievance remains unresolved, the grievance shall be submitted by the employee or Union representative to the SOCC Manager or designee within 10 calendar days from receipt of the Step 2 decision/response. Within 10 calendar days of receipt of the Step 3 submission, the SOCC Manager or designee shall conduct a joint meeting with the grievant, the Union representative(s) (if used), the appropriate Supervisor(s)/Management official(s), and one other Management official who may act in an advisory role. The SOCC Manager or designee will conduct a STEP 3 meeting and other investigation as deemed appropriate.
2. The SOCC Manager or designee will be responsible for conducting necessary meetings with both parties in attendance to:
   (1) Ascertain the exact issue, relevant facts and remedial action;
   (2) Have both parties present their views on the facts and issues;
   (3) Hear and review all evidence presented by the parties;
   (4) Insure that both parties understand that all available data relating to the issue must be presented at the meeting(s) and additional information will not be considered at a later date, except as provided in paragraph 3 below.
3. Conducting a continuation of the meeting for good cause, upon request by either party and determined appropriate by the SOCC Manager or designee, for the purpose of obtaining or presenting any additional information required. Any evidence or facts obtained during the interim period by the SOCC Manager or designee or either party will be presented at the

continuation of the meeting.

4. The SOCC Manager or designee will render a written decision, including reasons, within 30 calendar days after the date of the final Step 3 meeting.

D. STEP 4 GRIEVANCE MEDIATION

The Parties agree to use the services of the Federal Mediation and Conciliation Service (FMCS). The process will be used as a non-binding attempt at grievance resolution before the invocation of arbitration.

1. Each grievance/dispute will be dealt with on an individual basis, except as outlined in Section 7.
2. The party requesting the use of mediation will submit their request to the other party within five (5) work days after receipt of the Step III decision.
3. The party initiating the request will be responsible for notifying and requesting the services of the FMCS.
4. Attendance and participation shall be by mutual consent. The parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement.
5. The recommendations of the mediator shall not be used as evidence during any official, binding third party settlement procedure.
6. The use of the mediation process will serve to suspend the time parameters for invoking arbitration until one or both parties state in writing that the mediation process has not resolved the grievance/dispute.

   The grievance process shall be terminated through mediation when:

   a. The Grievant decides to terminate the grievance, or
   b. Management decides to resolve the grievance by providing a remedy mutually agreeable to the parties and the employees, or
   c. Both parties and the employee agree to accept the mediator's resolution.

Section 6. A grievant may not raise new issues or seek new remedies after Step 1 of this Grievance Procedure. This does not preclude either party from suggesting new remedies to resolve the grievance. If the grievance is not timely submitted at any step, the grievance shall terminate. If the grievance response/decision is not timely provided, the grievance shall advance to the next step.

Section 7. When two or more employees have filed grievances which involve the same or similar issue(s) and/or factual situation(s), grievances shall be processed jointly.

Section 8. Grievance submissions and decisions/responses are due by 2359 on the due date.

ARTICLE 11 ARBITRATION

Section 1. Within fifteen (15) calendar days after receipt of the final decision referred to in Article 10, either party may invoke binding arbitration by notifying the other party in writing.

Section 2. Within eight (8) calendar days from the date of receipt of the written decision to invoke arbitration, the invoking party shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. Within twenty (20) calendar days after the date of receipt of the list, each party shall strike one arbitrator's name from the list of 7 and repeat this procedure until one name remains. The remaining name shall be the arbitrator.

Section 3. The arbitrator's fee and expenses shall be borne equally by the parties. The parties shall share equally the expenses of any mutually agreed upon services in connection with the arbitration. The parties shall bear their own expenses during the arbitration proceedings. Travel and other costs for Management representatives and witnesses shall be paid by Management. Travel and other costs for Union representatives and witnesses shall be paid by the Union. The arbitrator shall limit the award solely to the resolution of the issue(s) and shall not exceed his/her authority.

Section 4.

A. The parties will meet between 15-30 calendar days prior to the arbitration hearing in an attempt to arrive at a joint stipulation of the facts, issues, and exhibits of the case, and exchange respective witness lists.
B. Upon mutual Agreement, the parties may request the arbitrator to render a written decision solely on the joint submission of the parties without a hearing.
C. The arbitration hearing will normally be held on Management premises during regular business hours, Monday - Friday.
D. All bargaining unit employee witnesses at the arbitration hearing approved by the arbitrator will be on official time. No overtime or compensatory time will be authorized. Official time will be extended when required.

Section 5. Either party may file exceptions to an arbitration award with the Federal Labor Relations Authority (FLRA), under its regulations.

Section 6. The arbitrator shall not modify any provisions or terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of Management or the Union where either party has such discretion by virtue of the terms of this Agreement. The arbitrator shall only interpret the existing provision(s) of this Agreement and apply them to the specific facts of the grievance.

The award shall conform to law, rules and regulations of appropriate authorities. Questions involving the interpretation of the published NOAA policies and regulations, regulations of the Department of Commerce, or regulations of appropriate authorities outside the Department of Commerce, or provisions of law, shall not be subject to this grievance procedure until the provisions of Article 10, Section 2 have been met.

Section 7. The arbitrator shall have no authority to add to, modify, or delete any provision of this Agreement. The authority of the arbitrator will extend to the interpretation of this Agreement and to Agency regulations, provisions of law, rules or regulations of appropriate authorities outside the Agency. The arbitrator shall be without the authority to make any decisions which are contrary to or inconsistent with the terms of this Agreement or any applicable laws, rules or regulations. The arbitrator will make no findings of fact, recommendations or interpretations of this Agreement, except to the extent necessary to resolve the issue(s) before him/her.

Section 8. The arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The arbitrator's decision and award shall be binding on the parties. Either party may file exceptions to the arbitration decision and award in accordance with the rules, regulations and procedures of the FLRA.

Section 9. Any threshold issue(s) of timeliness, grievability or arbitrability raised by either party will be addressed and decided by the Arbitrator at the hearing, before the arbitrator hears the merits of the case. Any dispute over the interpretation of an arbitrator's decision or award shall be returned to the arbitrator for resolution. By mutual consent, an expedited procedure may be used. This may include proceeding directly to arbitration.

ARTICLE 13 ANNUAL LEAVE

Section 1. The earning, accrual and administration of annual leave will be in accordance with applicable laws, rules and regulations, including OPM regulations and the DOC Time and Attendance Manual.

Section 2. All requests for annual leave shall be in writing and submitted to the supervisor as far in advance as possible. Emergency annual leave requests shall be made orally to the first line supervisor prior to the start of the shift or as soon as possible thereafter. Upon return to work, a written request for emergency annual leave shall be submitted to the first line supervisor.

Section 3. Any denial of approved annual leave shall be based on staffing, workload, and other reasonable and equitable factors. Notice of cancellation of any approved annual leave requests

shall be provided in writing on the Request For Leave Form (OPM Form 71), as soon as possible.

ARTICLE 14 SICK LEAVE

Section 1. The earning, accrual, and administration of sick leave will be in accordance with applicable laws, rules and regulations, including OPM regulations and the DOC Time and Attendance Manual. Sick leave will be approved when employees are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons, in accordance with sick leave regulations.

Section 2. When requesting sick leave, employees are responsible to personally contact their first line supervisor as far in advance as possible, but prior to the start of the tour of duty, when possible. In extenuating circumstances, e.g., emergencies, such communication may be made by another person. Requests for sick leave for prearranged medical appointments will be made to the first line supervisor as far in advance as possible.

Section 3. Advanced sick leave will be administered in accordance with applicable laws, rules and regulations.

ARTICLE 15 FAMILY LEAVE

Section 1. Employees are subject to the provisions of the Family Friendly Leave Act (PL 103-88), which allows the use of sick leave in accordance with the Act, for such things as family medical care or bereavement.

Section 2. Employees are also subject to the provisions of the Family and Medical Leave Act (PL 103-03), which, among other things, allows employees to use up to 12 weeks Leave Without Pay (LWOP) per calendar year for personal/family care in accordance with the Act.

ARTICLE 16 OTHER LEAVE

Section 1. Leave Without Pay (LWOP). Leave Without Pay will be administered in accordance with the terms of this Agreement, applicable laws, rules and regulations, including NOAA Personnel Handbook, Chapter 12-04.

Section 2.

A. Local Union representatives may apply for leave without pay (LWOP) to accept

temporary National NFFE Union positions. The Employer agrees to seriously consider granting such leave request, subject to mission, workload, staffing and other considerations, initially not to exceed two (2) years. Renewals for extension of the initial period will not exceed two year increments, and will in no case cause a total absence beyond four years.

B. In general, employees returning to duty from approved periods of leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws, rules and regulations.

C. LWOP may be granted for educational purposes in accordance with applicable laws, rules and regulations.

Section 3. Blood Donors

An employee is entitled to up to four (4) hours of administrative leave for the purpose of donating blood, recovery and travel, to the extent the excused time falls within the employee's scheduled work hours, in accordance with applicable laws, rules and regulations, including the Department of Commerce regulations. All requests to donate blood are subject to advance supervisory approval based on workload, mission requirements, and other considerations.

Section 4. Excused Absence and Administrative Leave

A. Employees are entitled to review their OPF on official time, in the presence of another Agency official, e.g., a supervisor or personnelist. Arrangements should be made through the employee's immediate supervisor and servicing personnel office.

B. Administrative leave may be granted in accordance with applicable laws, rules and regulations when the Secretary of Commerce or designee authorizes a suspension of operations due to unanticipated conditions such as natural disaster, national security, or events beyond the control of the Employer.

Section 5. Absent Without Leave (AWOL) is defined as unexcused absence from duty. If the employee's explanation for such absence is deemed unacceptable by the supervisor, that employee will be charged AWOL for that time period of unexcused absence (non-paid status). While AWOL is not a disciplinary action, disciplinary action may result from charges of AWOL. AWOL is administered in accordance with applicable laws, rules and regulations, including NOAA Personnel Handbook Chapter 12-05.

Section 6. Authorized employees in Reserve components of the Armed Forces of the US or National Guard who participate in an authorized activity will be granted such leave upon presentation of official documentation in accordance with applicable laws, rules and regulations.

ARTICLE 17 ADMINISTRATIVE WORK WEEK AND SHIFT EXCHANGES

Section 1. The administrative work week is from Sunday 0001 to Saturday 2400. The basic work week is identified by the current alternative work schedules (AWS) at SOCC. The Union steward will be notified of any change in the basic work week except as may be required for compliance with 5 CFR Part 610, and as supplemented by OPM. Normally, tours of duty will not be changed after the start of the administrative work week.

Section 2. Shift Exchanges
Qualified Control Room employees are permitted to exchange shifts with advance supervisory approval with proper documentation. Failure to adhere to the new work schedule may result in charges of unexcused absences (AWOL). All shift exchanges shall be made in the same pay period (so that no employee who exchanges a shift will work less than his or her normal hours in a pay period).

ARTICLE 18 OVERTIME

Section 1. Normally, overtime assignments will be based on factors that are reasonable, just and fair among qualified employees within the SOCC. An individual may work overtime only in those functional areas he/she is qualified as determined by Management.

Section 2. When determining the assignment of overtime, the supervisor will refer to a roster list of qualified employees to fill the overtime vacancy. This roster list will contain the names of qualified employees along with their respective cumulative scheduled overtime shifts (renewed each fiscal year). The supervisor will attempt to fill the shift vacancy by calling the individual with the least number of cumulative scheduled overtime shifts. If this renders negative results, the supervisor will continue calling qualified employees commencing with the next qualified person on the list. In order to avoid extending employees' shifts, on rare occasions in which there is a short term need to fill a shift, management may bypass this procedure (night shift only). This type of assignment and partial shifts of overtime hours worked (not originally scheduled as full shifts) will not count toward the employee's total cumulative shifts (hours).

Section 3. The Union will consult with the supervisor regarding overtime matters, including requests for information and/or clarification.

Section 4. Unauthorized Work
Overtime must be approved in advance by the appropriate supervisor, in accordance with established overtime assignment procedures. In order to avoid inequitable distribution of overtime, employees are not authorized to perform official duties outside of their scheduled tour of duty, without the assignment and approval by the supervisor.

Section 5. Unscheduled overtime
If the supervisor is unable to secure coverage for a shift after calling the qualified employees, the

supervisor may assign the overtime to any qualified employee (mandatory overtime).

Section 6. Scheduled Overtime
Scheduled overtime is posted in advance in the work area and is maintained by the shift supervisor. Qualified employees may sign up for scheduled overtime shifts by initialing the overtime sheet. The scheduled overtime shall remain posted for a reasonable time to allow qualified employees an opportunity to volunteer for the overtime shift(s). The overtime shift(s) will be assigned to the employee with the least number of cumulative scheduled overtime shifts. An employee may volunteer for as many OT hours as he/she chooses, and normally will be assigned that overtime, provided that employee has the least number of cumulative scheduled overtime shifts. Other factors that may be considered when assigning overtime include: (1) consecutive numbers of shifts already scheduled; (2) safety and health (e.g. exhaustion). If there are insufficient volunteers, the supervisor may assign mandatory overtime, if necessary.

ARTICLE 19 POSITION DESCRIPTIONS

Section 1. Management shall provide employees with a copy of their current position description.

Section 2. If an employee believes that his/her position description does not adequately describe actual duties and responsibilities, he/she should discuss the matter with his/her supervisor. Management will review the employee's position description and, if appropriate, will initiate action to correct the position description.

Section 3. When an employee believes he/she is improperly classified, he/she shall first bring the matter to the attention of his/her supervisor. If the employee desires, the immediate supervisor will refer the employee to the appropriate Management official to request a desk audit (NOAA or DOC). The employee will be provided a copy of the desk audit findings. If the employee is not satisfied with the findings, he/she may appeal the decision pursuant to 5 CFR 511.604 for General Schedule employees (OPM).

ARTICLE 20 DETAILS / TEMPORARY PROMOTIONS

There may be times when Management has a need to temporarily fill positions via detail in the organization. Under these circumstances, employees will gain experience performing duties of other positions, be it of a similar or higher pay band. When this occurs for more than 30 days, it will be documented. For details of 120 days or less, when employees are detailed to a higher graded position, Management has the option to temporarily promote employees noncompetitively.

Prior to temporarily detailing or promoting an employee for more than thirty days, management will solicit and consider interest from candidates who could reasonably qualify for the position.

ARTICLE 21 PERFORMANCE PLANS, APPRAISALS, AND AWARDS

Section 1. Performance Appraisals

A. The Performance Appraisal System within the DOC Demonstration Project will be administered in accordance with applicable laws, rules and regulations, including the DOC Demonstration Operating Procedures.

B. Performance Standards and Elements (Performance Plan) will be provided to an employee within 30 days of assignment to that position. An Individual Performance Plan will be provided to an employee within 30 days of assignment to that position.

C. Performance appraisals will be completed in a timely fashion.

Section 2.

A. In order to receive a performance rating of record, an employee must occupy a position for at least 120 days.

B. If an employee's Performance Rating is changed after completion and delivery to the employee, the change will be documented in writing and signed by the appropriate supervisor.

C. The evaluation given employees by their supervisor shall be prepared in accordance with the following:

1. Prior to rating, the employee will provide a list of accomplishments performed during the current rating period.
2. The employee's job performance will be discussed at the mid-term and end of each rating period, at a minimum.
3. The supervisor will discuss with the employee any performance shortcomings as soon as practicable and/or at the mid-term discussion. This discussion will include identifying the specific areas for improvement.
4. The annual performance evaluation will be in written form. All performance evaluations will be reviewed and approved by the appropriate Management official.

Section 3. Performance Improvement Plans.

Correction of unacceptable performance will be in accordance with 5 CFR Part 432, or 752, as appropriate.

Section 4.

A. An employee who has been promoted from a lower pay band during the rating cycle, but has more than 120 days experience in his/her new position, is eligible for pay increases and/or bonuses.

B. An employee who receives a cash bonus for a "cash-in-your-account" or Special Act award is not precluded from receiving a cash bonus for performance.

ARTICLE 22 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Discipline means corrective action(s) intended to maintain the efficiency of the Service and to encourage employee conduct and performance compatible with the appropriate and lawful goals, practices, policies and procedures of SOCC, NOAA and Department of Commerce.

Section 2. Disciplinary action must (1) be based on just cause, (2) be consistent with laws, rules and regulations governing such actions, and (3) be fair and consistent. When a formal disciplinary action (except Letters of Reprimand), is grieved, the grievance will commence with the second step of the grievance procedure, within 10 days of receipt of the decision letter. Participation in rehabilitation programs will be viewed favorably in consideration of disciplinary action against an employee.

Section 3. Prior to issuing a notice of proposed disciplinary action, the Employer shall obtain and consider the pertinent facts. Disciplinary action will be initiated within a reasonable time following the incident or misconduct giving rise to the potential discipline, or following the time when the Agency became aware of the incident or misconduct.

Section 4. Counseling and warning sessions involving bargaining unit employees can be a useful method of correcting behavior and should be conducted privately. In accordance with the terms of 5 USC 7114(a)(2), the employee is not entitled to Union representation during counseling sessions. However, upon request by the employee, a Union representative may be allowed to attend the counseling session if, at the discretion of the supervisor, there is a benefit to such Union attendance.

Section 5. A notice of proposed adverse action against an employee shall be in writing and shall inform the employee:

A. Of the specific reason(s) for the proposed action;
B. Of the name of the Management official to whom the Employee may respond;
C. That the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
D. That the employee's timely response will be considered by the deciding official;
E. That the employee may be represented by a Union representative;
F. Of the employee's status during the notice period, if other than status quo;
G. That the employee and/or representative shall be granted a reasonable amount of official time to review the materials relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 6.

A. The employee will have at least 10 days from receipt of the proposal to reply to the Management official. Time extensions may be granted.
B. The deciding official is the signator of the decision letter. The deciding official may be at a higher level than the proposing official.
C. After considering the evidence, the employee's response (should the employee respond), and any mitigating factors, including the Douglas Factors, Management

shall take appropriate action.

Section 7. Final Decision

A. The effective date of an adverse action will be no sooner than 30 days from receipt of the proposal letter.

B. The decision letter will contain appropriate appeal rights. The employee option shall be deemed to have been exercised when the employee initiates an action in writing under either an applicable statutory procedure, the appellate procedure, or timely files a grievance under the negotiated grievance procedure, whichever occurs first.

Section 8. A letter of reprimand will be removed from the employee's Official Personnel Folder not later than three (3) years from the date of issuance.

Section 9. The Employer will attempt to render a decision on a proposed action within a reasonable time from the date of receipt of the employee's response, or the suspense date established for such response, in the event the employee does not respond.

ARTICLE 23 TRAINING

Section 1. The training and development of employees are an important part of the SOCC program for efficient operations. The choice of subject matter, areas for training, selection and assignment of training priorities, are a function of Management. The Employer agrees to provide adequate training for employees to carry out their assignments. The Employer agrees to provide cross-training opportunities to employees when funding and mission requirements permit. The Employer agrees to provide training opportunities on a fair and equitable basis to all employees.

Section 2. The employee is responsible for applying reasonable effort, time, and initiative toward increasing his or her potential value through self-development training. The parties, therefore, agree to encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed to increase their efficiency in the performance of their duties and NOAA's mission.

Section 3. Jointly developed Individual Development Plans are used by Management and employees to achieve work related goals. IDPs should address relevant training interests of both the employee and Management, including objectives and goals. IDPs may be revised.

Section 4. Training is not an employee entitlement. Therefore, merit promotion procedures Must be followed in selecting employees for training that is given primarily to prepare them for advancement beyond the "reasonable" assumption of duties, or which is required for promotion.

Section 5. Employees shall advise his/her supervisor in writing of additional training, education, and/or skills attained for inclusion in the employee's Official Personnel File.

Section 6. Employees shall have access to training information, current listings, brochures, job related training courses, and supervisory referrals.

Section 7. Upon written request, Management will provide a written explanation for non-selection for training.

Section 8. The Employer agrees to grant reasonable official time (if otherwise in a duty status) to SOCC employees who are Union officers and stewards for the purpose of attending Union sponsored and other training sessions, provided the training is of mutual benefit to both parties. Other considerations include staffing, workload, work schedule, and other training history information. A written request for official time will be submitted as far in advance as possible by the Union President to the SOCC Manager. The request will contain information about the duration, purpose, agenda, location, and nature of the training.

ARTICLE 24 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The parties shall not discriminate because of age, race, color, sex, national origin, religion, disability or sexual orientation. The parties shall promote equal employment opportunity through the various programs. EEO-related resources include: the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Americans with Disabilities Act, and other applicable laws, rules and regulations.

Section 2. Upon request, the Union shall be provided existing Equal Employment Opportunity (EEO) related documents which detail regulatory or procedural guidance including affirmative action plans. All entitlements to employees and Union representatives for EEOC complaint processing shall be in accordance with EEO laws, rules and regulations.

ARTICLE 25 SAFETY AND HEALTH

Section 1. The parties will cooperate in providing and maintaining safe working conditions for employees, consistent with NOAA and DOC regulations, and applicable laws, rules and regulations. The Union will fully cooperate and encourage employees to work safely and report unsafe conditions to the attention of their supervisor for appropriate action.

Section 2. The parties encourage employees to participate in NOAA Health Programs and other services provided by the Health Unit.

Section 3. The parties will cooperate with each other in coordinating and maintaining fire alarms, fire extinguishers, other emergency and safety equipment, and emergency evacuation plans, in accordance with applicable laws, rules and regulations.

Section 4

A. Employees will report all injuries received on the job as soon as possible to their supervisor.
B. The employee will fill out the employee portion of the required form as soon as possible and within the time limits established by the Department of Labor. Management shall obtain and provide an explanation of the benefits and options available to employees under the Office of Workers Compensation Program. The employee, having completed the employee portion of the form, will submit the form to their supervisor. This will serve as official notice to the supervisor of the injury. The supervisor shall complete his/her portion of the form and file it as soon as possible. The SOCC Manager shall make the Union aware of any injuries resulting from unsafe conditions to any bargaining unit member as soon as practicable. The employee's name will only be released with the consent of employee.
C. The Employer will assist the employee in securing necessary documents.
D. This section does not preclude the employee or Union from using any other legal means available to settle Workers Compensation disputes.

ARTICLE 26 REDUCTION IN FORCE

Section 1. All Reduction in Force (RIF) activities will be in accordance with 5 CFR Part 351, DOC Demonstration Project Operating Procedures, this Article, and applicable laws, rules and regulations.

Section 2. In accordance with 5 CFR 351.201(a)(2), a RIF action is defined as any action taken by the Employer to release a competing employee from his/her competitive level by furlough of more than 30 calendar days, separation, demotion, or reassignment requiring displacement, when such action is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, and individual's exercise of reemployment or restoration rights, or reclassification due to erosion of duties when such erosion occurs within 180 calendar days of a formally announced RIF in the competitive area.

Section 3. Specific notices to affected employees will be issued at least 60 calendar days prior to the effective date of the RIF. Consistent with 5 CFR 351.801 and with OPM approval, the notice may be less than 60 days. RIF actions which are appealable to the Merit Systems Protection Board (MSPB) are excluded from the negotiated grievance procedure.

Section 4. In the event of an actual RIF, the Employer will notify and consult with the Union President or designee regarding relevant RIF information, e.g., retention register utilization.

Section 5. The parties will cooperate with each other in attempting to minimize the adverse effects of a RIF on bargaining unit employees. These attempts may involve placing employees in existing vacancies, return to employment opportunities, etc. Employees affected by a RIF may review all releasable relevant records, documents, regulations, and the retention register.

Upon request, written explanations will be provided to affected employees.

ARTICLE 28 TRANSFER OF FUNCTION OR RELOCATION

Transfer of Function, Relocation of Personnel, Reorganization
Prior to notification to employees of a permanent transfer of function, the Union will be notified at least sixty (60) days in advance of any relocation of employees inside or outside the commuting area. Except in such emergencies where Management exercises its right under 5 USC 7106 (a)(2)(D), the Union will be notified of any permanent transfer of function, inside or outside the commuting area, at least 60 days in advance in order to exercise its rights under 5 USC 7106 (b)(2) and 5 USC 7106 (b)(3). Otherwise, Management will give the Union notice as soon as possible.

Management will inform and consult with the Union regarding any changes in personnel policies, practices or working conditions affected by this action. The parties will attempt to assist in the placement of employees who decline the relocation or reassignment.
This notification will include:

A. The reason for the proposed action;
B. The approximate number and list of affected positions.
C. A current organizational chart, as well as the proposed organizational chart;
D. The anticipated effective date of the action.

ARTICLE 29 GENERAL PROVISIONS

Section 1. Any requests by the Union for facilities, services, or information not specifically authorized by the terms of this Agreement shall be made to Management in writing, in advance, setting forth the reasons therefore, and Management shall provide the request within reasonable time, subject to:

a. Availability of the requested facility, service, or information;
b. A demonstration of need by the Union.
c. Payment by the Union of any costs over and above normal operating expenses.

Section 2. The Union agrees to provide the SOCC Manager with a current roster of all elected officers and stewards, designating areas of representation, on an annual basis and when any change in the roster occurs.

Section 3. The parties agree to raise concerns on matters of workplace energy conservation, cleanliness, and environmental concerns.

ARTICLE 30 BULLETIN BOARDS AND PUBLICATIONS

Section 1. A bulletin board shall be made available in a designated area (currently the kitchen)

for the display of Union literature, correspondence, notices, etc.

Section 2. Postings will not contain items relating to partisan political matters or propaganda against or attacks upon Management, individuals, or other activities of the Federal Government. Management reserves the right to remove any Union posting that negatively reflects on any person or entity.

Section 3. Management will prepare and print this Agreement. Management will be responsible for the distribution of the contract.

ARTICLE 31 VOLUNTARY DEDUCTIONS FOR UNION DUES

Section 1. This Article is for the purpose of permitting eligible bargaining unit employees. to pay membership dues through the authorization of voluntary payroll deductions. This Article covers all eligible bargaining unit employees:

a. Who are members in good standing in the Union;
b. Who voluntarily complete Standard Form 1187, Request for Payroll Deductions for Labor Organization Dues;
c. Who receive compensation sufficient to cover the total amount of the allotment; and
d. Who are members of the Union holding exclusive recognition.

The provisions of this Article are subject to, applicable Federal laws, rules and regulations including those issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Commerce.

Section 2.

a. Any eligible bargaining unit employee may submit an SF-1187, "Request for Payroll Deductions for Labor Organization Dues," obtained from the Union or servicing personnel office. The employee shall forward the completed SF-1187 to a Union representative.
b. A Union representative, including the Secretary/Treasurer of NFFE National, will complete and certify each SF-1187, and forward the completed SF-1187 to SOCC Administrative Staff.
c. The SOCC Administrative Staff shall certify the employee's eligibility for dues withholding, and forward to the appropriate office for processing.
d. Each pay period, employee deductions will be withheld and remittance will be made to a designated Union account. A corresponding dues deduction roster of employees, including the amount of the deductions and the employees' social security numbers, will be provided to the Union.
e. Only one change in the amount of standard dues per bargaining unit may be made during any calendar year, by written notice to the SOCC Administrative Staff.
f. An employee may voluntarily revoke his/her automatic dues withholding by completing an SF-1188, "Cancellation of Payroll Deductions for Labor Organization Dues," or letter,

and submitting it to the SOCC Administrative Staff. The SOCC Administrative Staff will forward it to the appropriate office for processing. The SOCC Administrative Staff will provide a copy of the SF-1188 or letter to the Union. Revocations must be received by the SOCC Administrative Staff by October 1 in order to be processed. Timely-received revocations will be effective at the beginning of the second full pay period after October 1. Only employees who have had dues withheld for one full year as of the effective date of the revocation may cancel their dues withholding.

Section 3. Automatic dues withholding shall be terminated:

A. at the beginning of the second full pay period after October 1, in which the employee submitted a written notification, e.g., SF-1188 or letter, to voluntarily cancel dues;

B. at the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;

C. on the effective date of the action during which an employee is separated or assigned to a position outside the bargaining unit;

D. at the end of the pay period during which the SOCC Administrative Staff receives notice from the Union that the employee has ceased to be a member in good standing;

E. at the end of a pay period in which this Agreement ceases to be applicable to the employee.

ARTICLE 32 CONTRACTING OUT

When contracting of functions normally performed by bargaining unit employees is being considered by Management and when this consideration leads to the conclusion that bargaining unit employees will be adversely affected, Management agrees to notify the Union of the contracting out activity and to discuss the reasons.

ARTICLE 33 AMENDMENTS TO AGREEMENT

This Agreement may be opened at any time for amendment by mutual agreement. The initiating party will submit issues, concerns and/or specific bargaining proposals. A response will be provided within 30 days. Bargaining, if appropriate, will occur. If parties cannot reach agreement after reasonable time period, either party may choose to end negotiations, and return to status quo.

ARTICLE 34 PARKING

Parking regulations employees shall be in accordance with applicable laws, rules and regulations, including Department of Commerce (DOC) regulations and NOAA (DAO) Administrative Order NAO 217-8, dated August 12, 1992.

ARTICLE 35 DURATION AND TERMS OF AGREEMENT

Section l. This Agreement shall be in full force and effect for a period of four (4) years from the date of approval by DOC or 30 days after execution of this Agreement in accordance with 5 USC 7114(c)(1), (c)(2), and (c)(3). It shall automatically be renewed for three (3) years on each third year anniversary of the effective date thereafter, unless written notice of a desire to renegotiate and/or revise this Agreement is served by either party upon the other between the 105 and 60 day period prior to the date of expiration of this Agreement. The present Agreement shall remain in full force and effect during the renegotiation of this Agreement and until such time as a new Agreement is executed and approved.

Section 2. Any notice given under the provisions of this section shall be accompanied by a copy of the proposed new Agreement, changes or revisions, or a list of specific articles to be addressed. The party receiving notice may submit a counterproposal at a mutually agreed upon time.

Timothy Walsh SOCC Manager	Richard Freeman President, NFFE Local 2181
Roy Crockett SOCC Shift Supervisor	Gary McBrien Recording Secretary, NFFE Local 2181
Jean Hutcherson Acting Chief, Consulting Services Division	William Fenaughty NFFE National

Execution Date

Ratification Date

_____

Approval Date