

BASIC AGREEMENT

BETWEEN

NATIONAL MARINE FISHERIES SERVICE
NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION
UNITED STATES DEPARTMENT OF COMMERCE

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES
LOCAL #8

COVERING

CERTAIN EMPLOYEES IN
NATIONAL MARINE FISHERIES SERVICE, SEATTLE

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FOREWORD

As used in this agreement:

"Employer" means Director, Northwest and Alaska Fisheries Center, NMFS, for all Center employees of the Unit and Director, Northwest Region, NMFS, for all other employees of the Unit who are not employees of the Center.

"Union" means Local #8 of the National Federation of Federal Employees.

ARTICLE 1

GENERAL PROVISIONS

Section 1. Authority: This agreement is made under authority contained in 5 USC Chapter 71 and in accordance with the certification of representation dated June 8, 1971, granting Local #8 exclusive recognition at the National Marine Fisheries Service, Seattle.

Section 2. Recognition:

- A. The Employer hereby recognizes that the Union is the exclusive representative of all employees as defined below for the purpose of negotiation and enforcement of this agreement.
- B. The Unit is established as follows, employees of:

Northwest and Alaska Fisheries Center
Statistics and Market News Branch and the Office of Scientific
Publications, NW Region, NMFS

Employees excluded from the Unit are vessel employees, employees of the Auke Bay Laboratory, management officials, supervisors, guards, persons engaged in Federal personnel work in other than a purely clerical capacity, short term temporary (less than 90-day appointment) and all other employees under the direction of Director, Northwest Region.

Section 3. Purpose:

- A. This agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties; and identifies subject matter of proper mutual concern to the parties. They have entered into the agreement primarily for the following reasons:
 - 1. To advance employee participation in the formulation and implementation of personnel policies and procedures.
 - 2. To facilitate the adjustment of grievances, complaints, disagreements and impasses.
 - 3. To provide for systematic employee-management cooperation.
 - 4. To promote the highest degree of efficiency and responsibility in the accomplishment of their respective objectives.

- B. The Employer and the Union agreed to support certain common interests. These interests include the following:
1. An increased effort to conserve materials, supplies and equipment used by all activities covered by this agreement;
 2. To constantly strive through joint efforts to improve the quality and quantity of work produced by the organizations involved;
 3. To maintain and improve the quality of superior employee communications on technical and personnel matters of concern;
 4. To maintain and stimulate attitudes of cooperation which will increase the efficiency of all employees;
 5. To promote the judicious use of leave by every employee;
 6. To eliminate conditions which prompt grievances and misunderstandings;
 7. To help prevent hazards to life, property, and health;
 8. To make employment conditions better through joint suggestions and resolutions of problems;
 9. And, to encourage improved morale of all employees in the service.
- C. The parties hereto, having as their intent and purpose to promote and improve the efficiency and effectiveness of administration in the Federal Service and the well-being of its employees, agree to the establishment of orderly procedures, as herein provided, for joint consultation and negotiation on matters of proper mutual concern which are permitted by applicable laws, regulations and policies. It is recognized by both parties that they must exercise restraint and good judgment to establish the constructive relationship which this agreement is designed to bring about. It is further recognized that the public interest in the accomplishment of the purpose of the agency mission is paramount.

ARTICLE 2 .

MUTUAL RIGHTS AND OBLIGATIONS

Section 1. Management has the right, consistent with applicable laws and regulations:

- A. To determine the mission, budget, organization, number of employees and internal security practices of the agency;
- B. To hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- C. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
- D. With respect to filling positions, to make selections for appointments from:
 1. Among properly ranked and certified candidates for promotion; or
 2. Any other appropriate source.
- E. To take whatever actions may be necessary to carry out the agency mission during emergencies; and,
- F. To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, tour of duty, or the technology, methods and means of performing work.

Section 2. The Employer agrees, however, to negotiate, consult or advise as applicable, with the Union prior to making substantive changes in personnel policies and matters related to working conditions that are within the discretion of the Employer and are applicable to employees of the unit. Employer will submit proposed changes to the Union prior to effecting such changes and in sufficient time to allow the Union to submit in writing its proposals and views. In addition, Management agrees to bargain over implementing procedures and impact of any decision involving a retained right. To the extent that provisions of any activity, instruction, or directive within the discretion of the Employer may be in conflict with this agreement, the provisions of this agreement shall govern. The scope of negotiations includes the Employer's formulation and implementation of such policies and practices including, but not limited to:

1. Safety standards and programs
2. Work environment and work situations

3. Procedures for the disposition of employee grievances
4. The provisions by which all employees may be guided and assisted in the achievement of career goals
5. Vacation schedules
6. Policy on pay within the limits of administrative discretion permitted by law and Department of Commerce regulations
7. Application of procedures relating to promotions, disciplinary actions, appeals, reduction in force, and employee appraisal
8. Implementation of Equal Opportunity Program
9. Award Programs
10. The quality and timeliness of information to employees on such matters as government health and life insurance and retirement
11. Organizational efficiency and effectiveness
12. Organizational and employee productivity

Section 3. Employees shall have the right, freely and without fear of penalty or reprisal, to organize or join, or to refrain from joining any lawful employee organization. No employee will be required by this agreement to join or remain a member of the Union or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. No interference, restraint, coercion, or discrimination shall be practiced within the unit by the Employer to encourage or discourage membership in any employee organization. The Employer shall take such action, consistent with regulations, as may be required to ensure that no interference, restraint, coercion or discrimination is practiced within the Service to encourage or discourage membership in any employee organization.

Section 4. The Employer shall make reasonable efforts to educate all employees to the fact that management recognizes that participation by Federal employees in the formulation and implementation of personnel policies, practices and procedures which affect them in their work, improves employee morale and contributes to the effectiveness of the public service.

Section 5. The Employer shall not discipline or discriminate against any employee because he has filed a complaint or given testimony under law. The Employer shall take such action, consistent with regulations, as may be required to ensure that this provision is not violated.

Section 6. No employee, regardless of employee organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy of the agency.

Section 7. The provisions of this article shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management rights set forth in this article through appropriate channels as provided by law.

Section 8. An employee is accountable only for the performance of official duties and compliance with Department of Commerce Administrative Order 202-735 and 735A. Within this context, the employer affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority. However, outside work engaged in by employees must not involve a conflict of interest and must not interfere with or be detrimental to the efficient discharge of the official duties of employees during the hours they are expected to be available to perform the work of the Center/Region.

The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to their performance of official duties.

Section 9. No employee will be discriminated against by either the Employer or Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, lawful political affiliation, or with regard to membership in the Union.

Section 10. No Supervisor or management official will discipline, threaten, harass, or discriminate against an employee who meets with or seeks the advice of a counsellor, management official, commission, or representative of the Union in accordance with regulations and/or the Union contract. Prior approval to leave the work site must be obtained from the immediate supervisor.

ARTICLE 3

REPRESENTATION

Section 1. The Employer agrees to recognize the stewards and designated agents authorized by the Union, subject to the conditions stated herein. The number of stewards shall be the minimum number required in order to assure that each employee in the bargaining unit shall have ready access to a representative on his work location not to exceed a total of three principal representatives and one alternate to serve in absence or unavailability of one of the principal representatives.

The Union stewards shall be employees of the Unit. The Union will supply the Employer with their names, which shall be posted on appropriate bulletin boards. The Employer agrees that Union stewards are authorized a reasonable working time during duty hours to participate in matters directly related to the work situation and/or employee grievances, not to exceed a maximum of an average of 8 hours per month per year for each steward or the alternate. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against the stewards because of the performance of such duties. Union stewards shall not use their offices for matters outside the scope of this agreement. They shall conduct their business with dispatch.

When any Union steward is required to leave the work site on appropriate matters directly related to the working conditions and/or employee grievances, permission must be requested from the supervisor to leave. The supervisor must be informed where the steward is going and time of expected return. The steward must report back to the supervisor upon return. The amount of time spent away from the work site will be reasonable and the minimum essential to conduct business authorized by this agreement. No internal Union business will be conducted on official duty time.

The President of Local #8 of the NFFE Union or such person designated by him as the agent for the Union will have the right to consult and negotiate with Management on matters covered by this agreement in accordance with 5 USC Chapter 71.

A representative of the National Office of the NFFE will be allowed the right to represent Local #8 upon its request and upon advance due notice to the Employer.

Official time recording is a bilateral system set up to meet the Office of Personnel Management requirement that management maintain a record keeping system of official time used in the performance of representational duties. An accurate daily log will be maintained by the supervisor which will show the total time spent in accordance with the format shown in Appendix I on representational duties. Union stewards are responsible for initiating and recording these entries in the daily log.

Section 2. The Labor Relations Officer, Northwest Administrative Service Office, NOAA, is designated as the principal contact point for conducting business with the Union. This designation will not in and of itself preclude the right of the Union from contacting the Chief, Personnel Division or Directors of the Fisheries Center or Northwest Region on any matters that may rightfully be brought to their attention by the authorized representative of the Union.

ARTICLE 4

CONSULTATION AND NEGOTIATION

Section 1. Both parties to this agreement have the responsibility of conducting their negotiations and consultations in good faith and otherwise in such manner as will further the purposes of 5 USC 71. They agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this agreement.

Section 2. It is agreed that the administration of all matters covered by this agreement shall be subject to the provision of applicable existing or future laws and published NOAA regulations to the extent that if any of the provisions of this agreement are not in accord with such statutes and regulations, the provision(s) shall be of no effect and new language will be developed in accordance with Article 11, Section 3.

ARTICLE 5

LABOR-MANAGEMENT RELATIONS

Section 1. Regular meetings attended by Employer and Union representatives shall be held once quarterly. In attendance will be the Personnel Officer or his designee(s) and the Local President or his designee(s). Any meeting may be cancelled by mutual consent of both parties. Special meetings may be arranged at the request of either party. The Employer and Union shall designate two additional representatives each for these quarterly meetings. A discussion agenda shall be furnished each party 24 hours in advance of meeting dates. Employees who are Union representatives will be on official time if on duty at the time of the meeting.

Section 2. A summary will be prepared by Management of any understanding reached at these meetings. Management agrees to have the summary typed. Management and the Union will sign the summary. Only the jointly signed summary may be posted.

Section 3. It shall be the practice to initially consider and, if possible, settle each matter of dispute between Management and the Union at the point nearest to its origin and/or at the lowest level of management where authority for decision exists. Individual grievances shall not be discussed at committee meetings.

ARTICLE 6

DISCIPLINE, ADVERSE ACTIONS, APPEALS, AND GRIEVANCES

Section 1. Discipline and Adverse Actions

- A. Definitions - For purposes of this section, the following definitions apply:
1. Disciplinary action means formal corrective action taken against an employee to maintain the efficiency of the service and includes both minor and major adverse actions as defined below.
 2. Minor adverse action means written reprimand or suspension of 14 days or less.
 3. Major adverse action means removal, suspensions for more than 14 days and reductions in grade or pay.
- B. The Employer agrees that discipline will be administered in a fair and impartial manner and that no employee will be discharged or otherwise disciplined except as provided by appropriate regulations. The employee will be advised specifically as to all details of the offense with which charged so as to be able to understand the charge and defend him/herself against it. If additional information is needed, the employee will be referred to the Personnel Office for further counselling.

Section 2. Appeals

- A. Minor adverse actions are not appealable to the Merit Systems Protection Board and must be grieved under the negotiated grievance procedure.
- B. Major adverse actions and EEO discrimination complaints may only be filed in accordance with existing statutory appeals procedures.
- C. Appeals or grievances may not be filed until after the action has been taken.
- D. Termination of temporary and probationary employees are not grievable under the negotiated grievance procedure.

Section 3. Preliminary Investigation

Prior to issuing a proposed notice of disciplinary action, the immediate supervisor shall undertake discussions with the employee. Non-disciplinary/non-investigative counselling is a private matter between employee and

supervisor. However, where a meeting covers an examination of an employee in connection with an investigation which the employee reasonably believes may result in a disciplinary action, the employee has the right to request Union representation.

Section 4. Proposed Notice

- A. In the event an employee is issued a notice of proposed disciplinary action, that employee will be afforded all his/her rights and privileges.
- B. Upon request of the employee, the employer will furnish the employee with an extra copy of the proposal which he/she may give to a representative of the Union.
- C. In the event a Union representative enters a proceeding in behalf of an employee, the employee shall file a written statement of authorization with the Personnel Officer.
- D. Evidence against an employee shall be made available to the employee or designated representative for review.
- E. For major adverse actions except those involving discipline based upon unacceptable performance, an employee will be given at least 30 days advance written notice of the proposed action. In cases involving major adverse action due to unacceptable performance, an employee will be given at least 30 days to demonstrate acceptable performance. After this period, the employee will be given a 30-day advance written notice of the proposed action which identifies specific instances of unacceptable performance by the employee upon which the proposed action is based and the critical elements of the employee's position involved in each instance of unacceptable performance. The notice period may be extended for not more than 30 days. The notice period may be extended an additional 30 days only with prior approval of the Office of Personnel Management.
- F. The employee's response to the proposal shall not be required until at least 5 days after the notice is given to the employee.

Section 5. Final Notice

In the event an unfavorable final decision is issued on a major adverse action or EEO case, the employee shall be advised of the right to appeal the decision to the Merit Systems Protection Board or the EEOC, whichever is appropriate.

Section 6. Grievances

- A. Limitations and Conditions

1. The Employer and the Union recognize the importance of settling disagreements and misunderstandings promptly, fairly, and in a manner consistent with the best interests of the employees and the Employer. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.
2. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances and appeals.
3. This grievance procedure is limited to consideration of grievances over the interpretation or application of this agreement and is the only procedure available for this purpose.
4. Employees may be represented by their Unit's Union representative in the presentation of grievances at any step, provided such representation does not seriously interfere with field operations and does not require payment of travel or overtime to any employee. Where so represented, the aggrieved employee or employees may designate the Union representative to be the spokesman.
5. An employee or group of employees may present their grievances to the Employer and have them adjusted with or without the services of the Union. If presented without Union representation, such grievances may be adjusted without Union intervention, provided the adjustment is not inconsistent with the terms of this agreement and the Union has been given reasonable advance notice of the occurrence of the grievance and an opportunity to be present at any meeting between the Employer and the grievant pertaining to the grievance.
6. Employees who choose to present their own grievances without intervention by the exclusive Union are not entitled to further review or consideration beyond the opportunity to present their grievance and have it adjusted, affirmatively or negatively. A grievant who does not choose to be represented by the Union must represent himself unless the Union gives its approval of other representation. The decision of the Center Director or Regional Director is final as to the employee or employees who chose to present their grievances without the intervention of the Union.
7. Reasonable time during working hours will be allowed for employees to discuss, prepare for and present grievances including meetings with Union representatives and/or management officials.
8. Employee grievances not concerned with interpretation or application of this agreement may be presented under the procedure outlined in NOAA Personnel Handbook, Chapter 15, Grievances.

9. Questions of grievability shall be presented to an arbitrator in accordance with Article 8.
 10. Issues which can be raised under this grievance procedure may not be raised under the complaint procedure of 5 USC 7116.
 11. Grievances filed under this section involving disciplinary actions will be escalated to the next higher level than the deciding official unless that official is the Regional/Center Director. The employee who does not reply to an action must begin with Step 1.
- B. Procedure: Under this Article, grievances will be processed in the following manner:

Step 1 - The employee shall discuss the matter with the immediate supervisor within ten (10) working days of the date of the action or condition giving rise to the grievance, with or without the Union representative. The supervisor will prepare a written understanding of the issues presented and get the employee to agree to the issue statement. The supervisor shall give the decision within five (5) working days after the discussion has been held with the employee.

Step 2 - If the grievance is not settled within five (5) working days, or if the employee is not satisfied with the decision of the supervisor, the employee may put the grievance in writing and submit it within five (5) working days to the appropriate Management Official (Department Head, Program Leader, Unit Director, Lab Director, Regional Supervisor, Division Chief, etc.).

The written grievance must contain:

1. The identity of the aggrieved employee and the employee's position title.
2. Specific Article and Section of this agreement that was allegedly violated.
3. Declaration of representative.
4. The details of the grievance.
5. The corrective action desired.

When this Management Official receives a written grievance from an employee covered by this agreement, the Official will inform the Union within 24 hours that a grievance has been received.

Within five (5) working days after receipt of the employee's formal written grievance, the Management Official will examine the grievance, and if it is determined that it is a matter not concerned with the interpretation or application of this agreement, the Official will inform the employee in writing and will make appropriate referral to the Personnel Office, NASO. Otherwise the Management Official will adjudicate the grievance and will inform the employee orally and in writing of the decision within five (5) working days after examining the grievance.

Step 3 - If the employee is not satisfied with the adjudication of the Management Official, then within five (5) working days from receipt of decision the employee may submit a formal written grievance to the appropriate Director, Northwest and Alaska Fisheries Center, or Director, Northwest Region. Within ten (10) days the Director shall, with the Union having the opportunity to be present, notify the employee orally and in writing of the decision.

C. Employer/Union Grievance

Grievances may be filed by Management or the Local Union President based on an action that concerns an alleged violation of the provisions of this agreement.

Employer grievances shall be initiated in writing by the Center/Regional Director and presented to the Local Union President within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Local Union President shall be rendered in writing no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.

Union grievances shall be initiated in writing by the Local Union President and presented to the Center/Regional Director within 30 calendar days of the action or condition giving rise to the grievance. Decisions by the Center/Regional Director shall be rendered in writing no later than 30 calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

Section 7. Extension of Time Limits

All time limits in this Article may be extended by mutual consent. Such extensions will be documented by the principals involved at that step prior to the expiration of the time limit. Failure of Management to observe the time limits shall be cause to advance the grievance to the next step. Failure of the aggrieved to observe the time limits shall be cause for denial of any further remedy.

ARTICLE 7
ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Arbitration shall be invoked only by the Employer or the Union. Either party, the Employer or the Union, may invoke arbitration by notifying the other party in writing within ten (10) calendar days after receipt of final decision on the grievance under Section 6, Article 6. All costs of the arbitration shall be borne by the party calling for arbitration.

Section 2. Within seven (7) calendar days from receipt of an arbitration request by either party, the Union shall meet with the Employer for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) work days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The parties shall agree upon and collectively define the specific issue for arbitration and present it in writing to the arbitrator in advance of any arbitration proceedings.

Section 4. The arbitration hearing shall ordinarily be held during the regular day shift work hours of Monday through Friday. Employees shall be in a pay status without charge to leave if they would otherwise be in a duty status while participating in the arbitration proceeding. No overtime is payable for these purposes.

Section 5. The arbitrator will be requested by the parties to render his decision as quickly as possible but not later than 30 calendar days after the conclusion of the hearings unless the parties otherwise agree. The arbitrator will furnish copies of the decision to the Union and the Employer.

Section 6. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

ARTICLE 8

IMPASSES IN NEGOTIATIONS

Section 1. When agreement cannot be reached on a matter that both parties agree is negotiable, and after serious and diligent negotiations, including obtaining advice from the NOAA Labor Relations Officer, then either party may request the Federal Mediation and Conciliation Service to furnish a mediator to meet with the parties, study the issues, and assist the parties in resolving the matters at issue. Any cost involved in obtaining the services of a mediator shall be paid by the Employer and the Union in equal share. Costs shall not exceed the maximum compensation authorized in agency regulations. When voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or other third-party mediation, fail to resolve a negotiation impasse, either party may request the Federal Service Impasses Panel to consider the matter.

ARTICLE 9

DUES WITHHOLDING

Section 1. This agreement is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensations. This agreement covers all eligible employees:

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

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

Section 2. The Union is responsible for:

- A. Informing its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked once a year;
- B. Purchasing and distributing to its members Standard Form 1187;
- C. Notifying the NOAA Labor Relations Office, in writing, of:
 1. Current authorized names and titles of officials who will make the necessary certification of Standard Form 1187 in accordance with this agreement.
 2. Any change in the amount of dues to be deducted.
 3. Any employee who is no longer in good standing within 10 days of the date of such determination.
- D. Forwarding properly executed and certified Standard Form 1187 to the NOAA Labor Relations Office on a timely basis; Management's internal distribution system will not be used for this purpose.

- E. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188 , Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the NOAA Labor Relations Office when such revocation is submitted to the Union; and
- F. Keeping the NOAA Labor Relations Office informed of the name, title and address of the allottee to whom remittance should be sent. Until further notice this will be:

NFFE, Local 8
 P. O. Box 15235
 Wedgewood Station
 Seattle, WA 98115

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

NFFE, Local 8

Section 3. Management is responsible for:

- A. Permitting and processing voluntary allotment of dues in accordance with this agreement.
- B. Withholding dues on a bi-weekly basis.
- C. Notifying the Union when an employee is not eligible for an allotment. The NOAA Labor Relations Office is responsible for this notification.
- D. Withholding new amounts of dues upon certification from the authorized Union official.
- E. Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made.
- F. Forwarding, as a separate submission each pay period, a copy of all revocation notices received in the Payroll office to the allottee designated by the Union.
- G. Providing the following information on the remittance listing:
 - 1. The name of each employee for whom the deduction has been authorized to be made during the current pay period.

2. For each employee or group of employees the following information will be given to the extent applicable:
 - a. Amount withheld;
 - b. No deduction because employees' compensation insufficient to permit a deduction.

Section 4. Joint Stipulation

- A. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each 12 months.
- B. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.
- C. Management may remind employees of the Annual Revocation Period and of the minimum initial allotment requirement of 12 months.

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

Starting dues withholding	Beginning of first pay period after date of receipt of properly executed and certified Standard Form 1187 by Payroll Office.
Change in amounts due	Beginning of first pay period after receipt of certification in Payroll Office.
Revocation by employee	Beginning of first pay period following March 1 of each year. Notice must be received by Payroll Office no later than C.O.B. March 1 of each year.
Termination due to loss of membership in good standing	Beginning of first pay period after date of receipt of notification in Payroll Office.
Termination due to loss of exclusive recognition on which allotment was based	Beginning of first pay period after date of receipt of notification in Payroll of loss of recognition.
Termination due to separation or movement to recognition area not covered by this agreement	First pay period after date of receipt of notification in Payroll Office

ARTICLE 10

MISCELLANEOUS PROVISIONS

Section 1. Abuse of Official Policies and Procedures

The Union agrees that if the Employer determines that employees are abusing office policies and procedures (i.e., abuse of sick, annual leave, tardiness, unauthorized use of Government equipment, etc.) the Union representative will join the Employer in efforts to alleviate the problem by seeking remedies and making recommendations.

Section 2. Excused Absence for Union Representatives

The Employer will grant Union representatives excused absence to participate in training seminars on labor-management relations at State and National Conventions of the National Federation of Federal Employees subject to the following limitations:

- A. Excused absence will be granted for those periods on the convention agenda scheduled for training representatives on matters of mutual concern to the agency and the employee but not for periods on the scheduled agenda set aside for internal Union business. The agenda must be furnished to the Employer along with any request for excused absence.
- B. Subjects of mutual concern would include such matters as working conditions, pay, employee grievance procedure, performance ratings, adverse action appeals, labor-management training, as well as agency policy and negotiated agreements pertaining to them.
- C. When the Employer has determined from the furnished agenda that attendance at State and National NFFE Conventions will also benefit the National Marine Fisheries Service, up to two Union representatives shall be granted up to eight (8) hours excused absence to attend NFFE State Convention and one employee Union representative shall be granted up to eight (8) hours excused absence to attend a National Convention. The representative must be a properly elected delegate of Local #8.

Section 3. Bulletin Board Space

- A. It is agreed that the Union may distribute notices or post bulletins at each Laboratory, Office or Field Station included in the Unit of recognition.
- B. Literature posted or distributed on Employer's bulletin boards will not contain language which is defamatory against the Employer, individuals or activities of the Federal Government.

- C. Violations of standards concerning content and distribution of literature will be grounds for revocation of this privilege.
- D. The Employer will provide the Union with not less than four (4) square feet of bulletin board in each of the following locations:
 - 1. Montlake West Building, 1st or 2nd floor
 - 2. Montlake East Building, 2nd or 3rd floor
 - 3. Marine Mammals, Sand Point
 - 4. Scientific Publications

Section 4. Organizational Efficiency and Productivity

The Union agrees to work with management to improve any conditions which may be identified by management as detrimental to organizational efficiency and productivity. The Union agrees to support efforts which are taken by management to eliminate such identified and recognized detriments.

Section 5. Safety and Health

- A. General: The Employer shall institute an effective occupational safety and health program meeting the requirements of Executive Order 12196. The Employer and the Union shall consult and/or negotiate on any proposed changes or recommendations relative to safety and health policies and/or standards.
- B. Safety Committee: The Union shall designate one (1) person to serve on a Safety Committee with the concurrence of Management. If Management determines there is a need, they will appoint additional members. The Safety Committee will perform the following functions:
 - 1. Identify any environmental conditions appearing not in consonance with EO 12196 or considered to be potentially harmful or injurious to health, safety, or comfort of employees. If it be determined that harmful or unsafe conditions exist, the committee shall immediately notify the Director (Center or Region), specifying the problem and recommended action.
 - 2. Participate in the investigation of major onsite accidents when under the jurisdiction of the appropriate Director to determine the cause thereof and determine policies for future prevention.
 - 3. Investigate, report and suggest corrective action for unsafe working conditions referred to the committee for action.

4. Meet at regularly scheduled intervals and compile a written report at each meeting describing the committee's and fellow workers' contributions to safety.
- C. Safety Inspections: There shall be a semi-annual safety inspection of all areas occupied by the employees, and a Union representative shall have the right to participate in the inspection. When scheduled safety inspections are made pursuant to OSHA or other statutes or regulations in areas where unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspecting team. The Employer agrees to provide the Union with information on safety inspections, serious accidents, and occupational illnesses within the limitations of the Privacy Act and security requirements.
- D. Health and Safety Policies:
1. The Employer will attempt in good faith to provide safe and sanitary working conditions and equipment in consonance with EO 12196.
 2. As determined by the Employer and as allowed by law and interpretations of the CG suitable protective clothing, equipment and safety devices for employees engaged in activities requiring same will be provided. Cleaning and repair of issued clothing shall be provided by the Employer.
 3. The Employer agrees to insure, to the extent possible, adequate lighting, heat, and ventilation in work areas, and shall not require employees to work in unnecessarily crowded, dark, cold, or unventilated areas. Regarding the adequacy of light, heat, ventilation, and space in any work area, Management will consider and respond to recommendations of the Safety Committee.
 4. Only authorized employees will be permitted or required to operate machinery or equipment or to perform work that could cause injury to an inexperienced operator or endanger other employees.
 5. The Employer and Union shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. The Employer assures that no degradation or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.
- E. On-The-Job-Injury or Illness: Employees should report to their supervisor all injuries or illnesses which occur on the job, no matter how slight.

- F. Management will make reasonable efforts to accommodate smokers and non-smokers to their mutual satisfaction. Employees objecting to tobacco smoke will not be intimidated or harassed by Management or by other employees.
- G. Vessels chartered by NMFS (Northwest Fisheries Center or Region) upon which employees are to be stationed shall be reasonably safe and modern in design. These vessels shall be well equipped for emergencies and their operators will be competent and experienced personnel. Reasonable effort will be made for cooks and food handlers to meet health standards of public health authorities. Vessel charters of more than 3 days shall have an operating hot water shower for bathing. Each employee shall have his/her own bunk and a reasonable amount of space adjacent to the bunk for storage of personal effects when on an overnight charter. The above provisions do not apply in extreme emergencies involving human life and safety.

ARTICLE 11

DURATION OF AGREEMENT

Section 1. This agreement shall be in full force and effect for a period of three (3) years from the date of approval, effective August 18, 1980. It shall be automatically renewed from year-to-year thereafter unless written notice of a desire to cancel or renegotiate the agreement is served by either party upon the other between the 105th and 60th day period prior to the date of expiration of the agreement.

Any notice to renegotiate given under the provisions of this Section shall be accompanied by a copy of the proposed new agreement or revisions. The party receiving a notice may deliver a counterproposal to the other party within 30 days after receipt of such notice. In the event of failure of the respondent party to submit a counterproposal within the 30-day period herein provided, the existing Labor-Management Agreement shall be considered as having been filed as said party's counterproposal.

Section 2. By request of either party, amendments to this agreement may be negotiated at the end of the first and second anniversary year of the life of this contract in accordance with the procedures of Section 1 of this Article.

Section 3. Amendments to the agreement may be required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the effective date of this agreement. In this event, the parties will meet for negotiating new language that will meet the requirement for such higher authority. Additionally, by mutual consent of both parties, this agreement may be opened at any time for amendment. No regulation or policy will be enforced or administered in a manner which gives it retroactive effect, unless otherwise provided for by law.

Section 4. Termination of this agreement will not, in and of itself, terminate the recognition granted the Union; however, the parties agree that upon termination of this agreement, all terms and conditions agreed to herein shall cease to accrue.

ARTICLE 12

DISTRIBUTION OF AGREEMENT

The Union and the Employer agree to share the costs of printing 50 copies of this agreement. Twenty-five (25) for the Union, and twenty-five (25) for management. The Employer agrees to furnish copies of any amendment or Memorandum of Understandings to the Union that may be developed during the life of this agreement.

In witness whereof, the parties have entered into this Basic Agreement on this

FOR THE EMPLOYER:

FOR THE UNION:

actg Thomas E. Kruse
Director, Northwest Region
NMFS, Seattle

Robert H. Shippers
President, Local #8
National Federation of Federal
Employees

actg Murray J. Dwyer
Director, Northwest & Alaska
Fisheries Center, NMFS, Seattle

Auburn Yon
Negotiating Team Member, Local #8
National Federation of Federal
Employees

Carroll McCutcheon
Chief, Personnel Division
NASO, NOAA

Vesta Hovine
Negotiating Team Member, Local #8
National Federation of Federal
Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL MARINE FISHERIES SERVICE
AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL #8

The parties hereby agree to extend the negotiated agreement for an additional three year period effective August 18, 1983. The agreement shall be automatically renewed from year-to-year thereafter, unless written notice of a desire to cancel or renegotiate the agreement is served by either party upon the other between the 105th and 60th day period prior to the date of expiration of the agreement.

FOR THE EMPLOYER:

[Signature] 6/7/83
Director, Northwest Region Date
NMFS, Seattle

[Signature] 6/10/83
Director, Northwest and Date
Alaska Fisheries Center
NMFS, Seattle

[Signature] 6-28-83
Chief, Personnel Divison Date
WASC, NOAA

FOR THE UNION:

[Signature] 6-6-83
President, Local #8, Date
National Federation of
Federal Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL MARINE FISHERIES SERVICE
AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES, LOCAL #8

The parties hereby agree to extend the negotiated agreement for an additional three year period effective August 18, 1986. The agreement shall be automatically renewed from year-to-year thereafter, unless written notice of a desire to cancel or renegotiate the agreement is served by either party upon the other between the 105th and 60th day period prior to the date of expiration of the agreement.

FOR THE EMPLOYER:

FOR THE UNION:

[Signature] 7/17/86
Director, Northwest Region Date
NMFS, Seattle

Hubert H. Shipman 7-17-86
President, Local #8 Date
National Federation of
Federal Employees

[Signature] 7/17/86
Director, Northwest and Date
Alaska Fisheries Center
NMFS, Seattle

Carol McCutcheon 7-18-86
Chief, Personnel Division Date
WASC, NOAA

F/NAWC 1
F/NAWC KATHARIS A. SCHMITZER



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE

Northwest and Alaska Fisheries Center
Office of Center Director
2725 Montlake Boulevard East
Seattle, Washington 98112

Date : June 27, 1983

To : AT/PER - Robert P. Gajdys

From : F/NWC - William Aron *WA*

Subject: Alternative Work Schedule - Compressed Schedule

We have amended the ground rules of the Center's compressed work schedule plan as you suggested. A copy of the amended plan and the signed memorandum of understanding is attached.

Attachment

cc: F/MB - Crowell
AT/WC2 - McCutcheon

JUN 28 1983
PERSONNEL DIVISION



MEMORANDUM OF UNDERSTANDING

Between

NATIONAL MARINE FISHERIES SERVICE
 NORTHWEST AND ALASKA FISHERIES CENTER

And

NATIONAL FEDERATION OF FEDERAL EMPLOYEES
 LOCAL 8

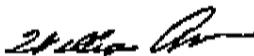
In accordance with the Federal Employees Flexible and Compressed Work Schedule Act of 1982, P.L. 97-221, and pursuant to the terms of NOAA Circular 82-45 subject: Guidelines for Alternative Work Schedules, dated August 19, 1982, the NMFS Northwest and Alaska Fisheries Center, and NFFE Local 8 acting as the exclusive bargaining representative for certain employees of the Northwest and Alaska Fisheries Center, agree as follows:

1. The labor agreement between the parties, dated August 18, 1980, is amended to include the attached "Ground Rules" and any provisions of the agreement between the parties that contravene the attached "Ground Rules" for an alternative work schedule at the Northwest and Alaska Fisheries Center shall be inapplicable during the period of the AWS.

2. The Northwest and Alaska Fisheries Center will adopt and operate under the document attached to this memorandum of understanding entitled the "Ground Rules for Alternative Work Schedule at the Northwest and Alaska Fisheries Center" which describes in detail the ground rules and procedures which shall govern the alternative work schedule. The alternative work schedule described in the attached ground rules will commence on June 26, 1983 and may be terminated by the Assistant Administrator for Fisheries at any time.

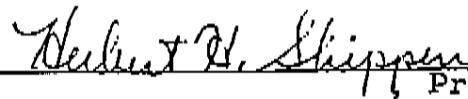
Agreed: Date June 20, 1983

Date June 22, 1983



_____, Director

Northwest and Alaska
 Fisheries Center



_____, President

National Federation of
 Federal Employees
 Local 8

GROUND RULES FOR ALTERNATIVE WORK SCHEDULE
AT THE
NORTHWEST AND ALASKA FISHERIES CENTER

Program Authorization and Background

On July 23, 1982, the President signed into law the Federal Flexible and compressed work schedule Act of 1982 (Public Law 97-221). The Act authorizes agencies in the Federal government to use flexible and compressed work schedules for a period of three years after the date of its enactment.

Subject to the provision of Public law 97-221, OPM and DOC regulations and other conditions set forth in NOAA Circular 82-45, authority to approve flexible and compressed work schedule programs is delegated to NOAA's Assistant Administrators. The Deputy Administrator reserves the authority to approve or disapprove any schedules which involve curtailment of office hours or any schedules which may have substantial impact on other Major Line Components.

Any NOAA program may be terminated prior to a scheduled date of termination if it is determined that the program is not in the best interest of the public, the NOAA organization, or NOAA employees. Authority to terminate programs shall be the same as those for approval and be consistent with negotiated agreements where appropriate.

NWAF's Alternative Work Schedule Program

The 5-4-9 work program is instituted for the Northwest and Alaska Fisheries Center. A maximum of 9 hours per day may be worked under this program. This allows a compressed work week of 9 days per pay period. Under this program, an employee has 1 non-workday during the bi-weekly pay period by working 9 hours per day for 8 days and 8 hours for 1 day.

Duration of the Program

The Northwest and Alaska Fisheries Center will begin the 5-4-9 Compressed Work Schedule on the approved starting date. The schedule will continue for the duration authorized under P. L. 97-221. During this period, if the schedule becomes a hindrance to meeting the mission of the Center effectively, the program may be terminated by the Center Director upon approval by the Assistant Administrator for Fisheries and consistent with union agreement.

Work Schedule

Employees may select an arrival time between 6:30 a.m. and 9:00 a.m., and a departure time nine and one-half hours later, 4:00 p.m. to 6:30 p.m. The employee will begin and end at the same time each day except for the eight-hour day which will end one hour earlier. The lunch period will remain 30 minutes a day. All employees will be scheduled to work Tuesday through Thursday each week. Every effort will be made by management to schedule meetings on these days.

Participation

Employees of the Center have the option to participate. Participation in

this program is open to all full-time and part-time employees. Request for participation must be submitted to the supervisor.

The work schedule of participants within the work team under the supervisor will be coordinated so that the mission of the group, the laboratory and ultimately the Center, are not impaired. Final approval for the initial request for participation in the program rests with the supervisor in concurrence with the Division/Laboratory Director. Should an employee be denied participation in the program, the official disapproving the request must write a letter to the employee outlining the reasons for denial. A copy of the letter will be filed in the appropriate offices, such as the Center Director and Laboratory/Division Director.

Basic Work Requirement

For a full-time employee, the basic work requirement is 80 hours for the bi-weekly pay period. The 80 hours may be distributed across the ten workday period according to the ground rules of this program.

For a part-time employee, the basic work requirement is the total hours as established by the appointment, such as 32 or 35 hours. In all cases, the basic work requirement must be worked or accounted for by leave during the bi-weekly pay period.

No regular duty hours will be scheduled on weekends or between 6:30 p.m. and 6:30 a.m.

Degree of Flexibility

The employee may choose the work periods (days and hours) subject to the needs of the office and the ground rules of this program. The employee may also select the 30 minute lunch period taken between 11:30 a.m. and 1:30 p.m.

When first implemented, the selected schedule will remain fixed for a minimum of four pay periods. Thereafter, a selected schedule will remain fixed for a minimum of eight pay periods. Request to change the schedule must be submitted to the supervisor for approval no later than one pay period prior to the start of the new schedule.

Overtime Pay

Worktime officially ordered in advance in excess of nine hours on a nine-hour workday, eight hours on an eight-hour workday, or 80 hours in a bi-weekly pay period is overtime work.

Overtime work is covered by overtime pay in accordance with applicable provisions by law.

Travel, Training and Sea/Field Duty

Employees participating in this program will revert to the standard eight-hour workday schedule while in travel status. While on sea/field duty or in training the employee will adapt the schedule of the temporary duty station or training facility. When an employee on a compressed schedule is required to work the standard eight-hour workday schedule for only part of the

pay period, the employee and his/her supervisor will make individual adjustments in work hours on a case by case basis to obtain 80 hours of work during that pay period. Authorized travel on a scheduled non-workday will be treated the same as travel on weekends.

Holidays

A full-time employee who is relieved or prevented from working on a day designated as a holiday is entitled to pay with respect to that day for work hours scheduled. When a holiday falls on the first or second nonworkday, the workday preceding the holiday shall be designated as the "in lieu of" holiday. When the holiday falls on the third nonworkday, the next workday shall be designated as the "in lieu of" holiday.

For a part-time employee, if a holiday falls on a day during his/her work schedule, the employee is entitled to pay for the number of hours he/she was scheduled to work on that day. A part-time employee is not entitled to an "in lieu of" holiday if a holiday falls on a non-workday.

Leave

Time absent during a scheduled workday will be charged to annual leave, sick leave, available compensatory leave, or other type of absence as appropriate, e.g., court leave, voting leave, LWOP, AWOL, etc. The absence during the scheduled workday may not be made up by the employee during non-scheduled hours.

An employee called to military or court leave in advance of the pay period in which he/she must be absent, will work a standard eight-hour per day schedule during that period. If an employee does not have advance notice he/she will receive compensatory leave for any hours already worked during that pay period in excess of the standard eight hours per day, and will work a standard eight-hour per day schedule during that period.

Time Accounting

All employees will be required to file work schedules with their immediate supervisors, division/laboratory administrative sections and their timekeepers. Employees may start the workday on the half or whole hour but must work the full day in whole hour increments. The supervisors certify that the time reported was actually worked and that all leave taken is properly recorded. The use of time sheets or Standard Form 71 for reporting short periods of leave is at the discretion of supervisors.

2. Hubb

LOCAL No. 8

NATIONAL FEDERATION OF FEDERAL EMPLOYEES



15235 WEDGEWOOD STATION
P. O. BOX 4352 - - SEATTLE, WASHINGTON 98115

March 10, 1975

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