

Negotiated Agreement

Between

**National Institute of Standard
and Technology**

U.S. Department of Commerce

and

**Washington Area Metal Trades
Council,
AFL-CIO**

March 16, 2017

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DEFINITIONS

Unless otherwise specified in the text of this Agreement, the terms set forth below having the meanings indicated:

Agency: As defined by 5 U.S.C. 71

The National Institute of Standards and Technology (NIST), Department of Commerce. (See also Employer and Management)

Agency Head: The Director, NIST or designee.

Agency Head Review: Submission of the CBA to the Department of Commerce in accordance with the provisions of 5 U.S.C. § 7114(c) and the Department of Commerce Labor-Management Relations Handbook. If the CBA is not disapproved or approved within 30 days from the date of execution of the agreement, it is automatically approved and effective.

Agreement: Refers to the current “Negotiated Agreement between the National Institute of Standards and Technology, U.S. Department of Commerce, and the Washington Area Metal Trades Council, AFL-CIO.” (also referred to Contract and Collective Bargaining Agreement (CBA))

Anniversary Date: The yearly recurrence of the effective date of the Agreement.

Bargaining Unit or Unit: All non-supervisory wage grade (WG), wage leader (WL), lithographic (XP) and lithographic leader (XL) employees in the National Institute of Standards and Technology, Office of Facilities and Property Management, in Gaithersburg, Maryland.

Collective Bargaining Agreement (CBA): Unless otherwise specified, refers to the “Agreement” as defined above.

Consultation or Consult: The process whereby the Employer and the Union discuss and/or exchange views prior to Management taking action. This process does not involve bilateral decision-making and Management’s right to act is not encumbered.

Contract: Unless otherwise specified, refers to the “Agreement” as defined above.

Council or Union: The Washington Area Metal Trades Council (WAMTC), AFL-CIO, as defined in the Preamble of this Agreement.

Day(s): Unless otherwise noted in this Agreement, day or days refer to calendar days, not work or business days.

Detail(s): A detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the detail.

Effective Date: As it relates to the CBA – see Agency Head Review. See also Anniversary Date.

Employee(s): An individual who is employed by NIST at Gaithersburg, Maryland, in the recognized bargaining unit as a non-supervisory WG, WL, XP, XL employee.

Employer: Refers to NIST at Gaithersburg. Herein also referred to as “the Institute,” “Agency,” “Management” and “NIST.”

Human Resources Office: The office within NIST that is responsible for defining and developing requirements, processes, procedures and operational policies to govern and guide personnel programs used in the delivery of NIST Human Resources-related support and services.

Also referred to as Office of Human Resources Management (OHRM).

Labor Relations Program Manager (LRPM): An employee designated by the Employer to manage the NIST labor relations program. This position is usually housed in the Office of Human Resources Management.

Management Official: An employee having authority, consistent with the Statute to act for NIST.

Negotiation: A process consistent with the intent of the Statute whereby the parties engage in joint or bilateral decision-making within the framework of the law. In this contract the terms negotiation and bargaining are synonymous.

Official Personnel Folder (OPF)/eOPF: The Official Personnel Folder (Standard Form 66) is a file containing records for an individual’s federal employment career.

eOPF - The eOPF is an electronic version of the paper OPF and a system for accessing the electronic folder online.

NIST Medical Officer: Also referred to NIST Medical Provider, NIST Medical Physician, NIST Health Unit physician.

Individual/contractor who provides medical services to NIST employees.

Parties: The parties to this Agreement include the Employer and the Union.

Seniority: Is defined as highest grade level, longest time in grade, longest time onboard NIST, and earliest service computation date; in that order.

Statute: Federal Service Labor-Management Relations Statute: Title VII, Civil Service Reform Act of 1978, codified in Chapter 71 of Title 5 of the United States Code.

Suspension: An involuntary non-duty status without pay or work for disciplinary reasons.

Temporary Appointment: An appointment given to persons who are serving in positions not expected to last more than one year. The appointment may be extended up to a maximum of one additional year for a total of 24 months.

Temporary Promotion: A promotion to a higher level position with commensurate pay for a finite period of time. The employee returns to his or her regular position after the temporary promotion ends.

Union Representative: A member of the Union holding a position within the organization such as the President, Vice President, Treasurer, Secretary, chief steward, steward.

PREAMBLE

Pursuant to the policy set forth in 5 United States Code (U.S.C.), Chapter 71 and Public Law 95-454, and subject to all applicable statutes and the regulations and the policies issued pursuant thereto by the Federal Labor Relations Authority, and the Department of Commerce (DOC), the following articles constitute an agreement by and between the National Institute of Standards and Technology (NIST) of the Department of Commerce, hereinafter called the Employer, and the Washington Area Metal Trades Council, AFL-CIO, and its affiliated local unions, hereinafter called the Council or Union. This Preamble is part of the Agreement.

The Parties agree:

- that labor organizations and collective bargaining in the civil service are in the public interest, and
- that the NIST mission can best be achieved through mutual understanding, cooperation and collaboration, and
- that the amicable resolution of disputes between employees and their employers involving conditions of employment is encouraged at the lowest levels and earliest stages, and
- that working together will promote and improve the morale of bargaining unit employees (**hereafter referred to as employees**).

ARTICLE 1
Coverage, Unit Recognition, Governing Laws and Regulations

Section 1. Recognition

A. Description of Bargaining Unit: The bargaining unit is composed of non-supervisory wage grade (WG), wage lead (WL), XP, and XL employees in the National Institute of Standards and Technology, Office of Facilities and Property Management, in Gaithersburg, Maryland.

B. The Employer recognizes the Union's right and duties associated with representing the interests of all employees in accordance with 5 U.S.C. §7114.

C. The terms and conditions of this Agreement apply only to employees within the bargaining unit.

Section 2. Positions Excluded

All management officials, supervisors, professionals and employees engaged as production facilitators, and all Demonstration Project employees (the NIST Alternative Performance Management System) as well as those described in 5 U.S.C. §7112(b)(2)-(4), (6), and (7).

Section 3. Changes in the Inclusion or Exclusion of Positions

Changes in the inclusions or exclusions of positions from the bargaining unit, including newly created positions, may be proposed by either Party. The matter will be referred to the Federal Labor Relations Authority (FLRA) as provided by 5 U.S.C. §7112(a).

Section 4. Bargaining Unit Coverage

All employees, regardless of their Union membership, are covered by the provisions of this Agreement.

Section 5. Assignment of Work

While not abrogating the Employer's right to assign work, every effort will be made by the Employer to assign employees the types of work consistent with their position and skills, subject to process and efficiencies available through technology changes that enhance safety, reduce costs, or facilitate meeting the NIST mission.

Section 6. Governing Laws and Regulations

In the administration of all matters covered by this Agreement, the Parties and employees are governed by the following:

- A. Existing and future laws;
- B. Current and future Government-wide rules and regulations (implementing 5 U.S.C Section 2302); and
- C. Existing and future Department of Commerce and NIST policies and procedures. This does not relieve the Employer from bargaining over conditions of employment consistent with the Statute, 5 U.S.C. §7103 (14).

ARTICLE 2

Matters Subject to Negotiation and/or Consultation

Section 1. Matters appropriate for negotiation between the Parties are personnel policies and practices and matters affecting changes in conditions of employment which are within the discretion of the Employer. Such matters include, but are not limited to safety, training, labor management cooperation, employee services methods of adjusting grievances, leave, promotion, demotion, pay practices, RIF and hours of work. Matters excluded from negotiation are policies, practices, and matters (A) relating to political activities prohibited under subchapter III of Chapter 73 of Title 5 U.S.C; (B) relating to the classification of any position; or (C) to the extent such matters are specifically provided for by Federal statute.

Section 2. Both Parties agree to abide by the provisions of this Agreement and to attempt to resolve all complaints or issues raised at the lowest management level. The fact that certain conditions are reduced to writing does not eliminate the responsibility of either party to meet with the other to consult and/or negotiate matters affecting changes in conditions of employment not covered by this agreement.

Section 3. Both Parties recognize that there may be certain current personnel policies, benefits, and practices not specifically covered by this Agreement, which will continue in effect for the period of this agreement, unless or until they are determined by appropriate authority to be contrary to policy, regulation, or law.

ARTICLE 3

General Provisions

Section 1. The Employer will provide the Union an employee listing on a monthly basis. Such listings shall include the name, title, series, step, grade, and rate of pay.

Section 2. Employees will not be canvassed at OPFM's direction with regard to any matter subject to negotiations or consultations unless such employees have been duly authorized by the Union to act as spokesperson in regard to such discussion.

Section 3. Except as otherwise provided in this Agreement, the Employer agrees that employees shall be assigned to one (1) first line supervisor.

ARTICLE 4 Management Rights

Section 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the authority of any management official of the Agency:

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

B. In accordance with applicable laws:

1. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and,
4. To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

Section 2. Nothing in this Article shall preclude the Agency and the Union from negotiating:

A. 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;

B. Procedures which management officials of the Agency will observe in exercising any authority under this section; and

C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials. The union must identify all appropriate arrangement before bargaining may begin on those arrangements. If the union fails to identify an arrangement as an appropriate arrangement, the union may not claim it as an appropriate arrangement in any third party proceedings.

ARTICLE 5 Employee Rights

Section 1. General

Each employee shall have the right to form, join or assist the Union 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 this right. Except as otherwise provided in the Statute, such right includes the right:

- A. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to the Employer and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and,
- B. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

Section 2. Union Membership

Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay dues to the Union.

Section 3. Discrimination

A. No employee shall be discriminated or denied Union membership because of race, color, religion, national origin, sex, age (40 or older), preferential or non-preferential civil service status, political affiliation, marital status, disability. (*5 US.C. § 7103(4)(A)*)

B. No employee shall be discriminated against because of membership or non-membership in the Union or due to a member's active participation in the Union.

Section 4. Choice of Representation

Consistent with the Statute, an employee may be represented by an attorney or representative, other than the Union representative, of the employee's own choosing in any grievance or appeal action; or exercising grievance or appellate rights established by law, rule, or regulation, except in the case of grievance or appeal procedures negotiated in this Agreement.

Section 5. Representation During Investigatory Examination (Weingarten Rights)

An employee may request Union representation in connection with an investigation if:

- A. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- B. the employee requests union representation.

Section 6. Communication of Safety Incident

The Employer agrees to communicate with the chief steward on job injuries that are OSHA recordable as soon as possible but no later than the close of the following business day.

Section 7. Right to Refuse Orders/Assignments

Pursuant to 29 CFR 1960.46, an employee has the right to decline to perform his or her assigned task because of a reasonable belief that, under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

ARTICLE 6

Union Rights and Representational Responsibilities

Section 1. Exclusive Representative

The Union is the exclusive representative of the employees it represents and is entitled to act for, and negotiate Agreements covering all employees regardless of union membership.

The Parties also recognize that Union representatives, when not engaged in authorized labor management activities on official time, are expected to accomplish the duties of their regularly assigned positions.

Section 2. Employee Union Representatives

A. The Employer recognizes up to eight (8) employee Union representatives; one for each shop, who will be granted official time if otherwise in a duty status to perform their representational duties as provided for in the Statute. The Chief Steward may be collocated with any other one steward.

B. The Union will provide the Employer's Labor Relations Program Manager (LRPM) and OFPM management with a written roster of Union representatives (both NIST employees and non-NIST employees):

1. Within 30 days of signing this Agreement;
2. Within 30 days of any subsequent changes, i.e., Union elections, representative, contact information, etc.

C. The roster will contain the names of all Union representatives, and each representative's Union title, duty station address, telephone number, e-mail address and any special assignments or duties, i.e., Union signatory for payroll dues deductions.

Section 3. Non-NIST Union Representatives

The Employer recognizes that the Union may designate non-NIST employees as union representatives to participate in labor-management activities on its behalf. In such situations, the Employer agrees to facilitate access to the NIST campus and employees, to the extent permissible under campus security policies. All requests for campus access by non-NIST union representatives should be submitted in advance to allow sufficient time to coordinate access, meeting facilities, and bargaining unit employee and/or management availability.

Section 4. Information Requests

A. Consistent with the Statute, the Union may request any information which is not prohibited by law, data that:

1. is normally maintained by the Employer in the regular course of business;
2. is reasonably available and necessary for full discussion, understanding and negotiation of subjects within the scope of collective bargaining; and
3. which does not constitute guidance, advice, counsel, or training provided for Management relating to collective bargaining

B. Each request must be made in writing to LRPM with a copy to OFPM management and specify the data requested and its necessity and relevance.

C. The Union agrees to honor all requests for clarification or relevance. The Employer will make a good faith effort to provide requested information in a timely manner. If the Employer is unable to provide the information in a timely manner, it will notify the Union in writing of the reason for the delay and the expected response date.

Section 5. Participation in Investigatory Proceedings (Weingarten Rights)

Consistent with 5 U.S.C. § 7114(a)(2)(B), the Union shall be given an opportunity to be present at any examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests representation (also known as Weingarten Rights).

Section 6. Formal Discussion

The Union shall be given the opportunity to be represented at any formal discussion between one (1) or more representatives of the Employer and one (1) or more employee(s) or their

representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

Section 7. Meetings with New Employees

The Chief Steward will be notified of new employees. Within 30 days of notification, the Union representative will be permitted up to 30 minutes to meet with each newly hired employee for the purpose of explaining the role and responsibilities of the Union as well as providing the employee with a copy of the CBA. It is the Union representative's responsibility to schedule the meeting through the new employee's supervisor.

Section 8. Communication

All Employer communications will be presented to the union president, unless otherwise notified by the Union.

Section 9. Consultation - Transfer/Reassignment of Stewards

The Employer agrees that no steward or chief steward shall be transferred/reassigned from one work shift and/or shop to another without prior consultation with the Union. It is understood that the Employer retains the right to make decisions on such transfers/reassignments. Such decisions are grievable, unless the decision to transfer/reassign is appealable.

ARTICLE 7 Official Time

Section 1. Use of Official Time

A. Employee Union Representatives shall be permitted a baseline total of 250 cumulative hours per leave year of official time when otherwise in a duty status to prepare and conduct representational activities, including, but not limited to, formal discussions, discipline and/or grievance meetings, negotiations, and participation in Labor-Management meetings.

B. The amount of cumulative hours available for these activities is expandable to 500 hours, based on a one for one documentation of hours above the 2013 documented baseline (82 hours).

C. Paragraphs A and B of this section may be reopened annually for the first two years of the agreement without invoking the mid-term negotiation provision.

D. Official time spent in T & A Code TC 35 (Contract Negotiations) will not count toward the baseline.

E. Union is expected to manage the pool of hours.

F. With prior supervisory approval and based on workload and operational needs, employee Union representatives will be

excused by the Employer during official duty time to conduct representational activities.

G. The Union agrees that in the interest of efficient Government, all efforts will be made to use approved time expeditiously.

Section 2. Requests for Official Time

A. The employee Union Representative must be in a duty status to use official time.

B. The approval request must be made to the immediate supervisor or designee in writing using OPM Form 71, Request for Leave or Approved Absence, generally the day prior to the requested time and include the date, time, duration and the type of official time requested, i.e., May 2, 2013 from 1-3 p.m., 2 hours, grievance meeting (Code 38). Any verbal requests necessary to address emergent representational issues and approvals will be followed up with an OPM Form 71. If operational necessity prohibits the release of employee Union Representative at the time requested, the Employer will provide written notice of the reason for the denial and provide an alternate time within one (1) business day or as soon as practicable.

C. Each employee Union representative will record his or her official time in the Employer's time and attendance system using the below categories:

1. Contract Negotiations- T &A Code 35

Official Time used to prepare for and negotiate a basic collective bargaining agreement or its successor

2. Mid-Term Negotiations- T&A Code 36

Official Time used to bargain over issues raised during the life of a term agreement.

3. Union Grievances/Appeals- T&A Code 38

Official Time used to process grievances and appeals to various administrative agencies including the Merit Systems Protection Board (MSPB), the Federal Labor Relations Authority (FLRA), the Equal Employment Opportunity Commission (EEOC), and the courts.

4. Ongoing Labor Management Relations (LMR) Activity- T&A Code 37

Official Time spent on general LMR matters that are not covered by the other three categories. This includes, but is not limited to, meetings between management and the union to discuss general conditions of employment, labor management committee meetings, labor relations training for union representatives, union participation in formal meetings and representation during investigatory interviews.

Section 3. Approval to Meet with Employees

A. A Union representative must obtain the permission from the supervisor of any employee that he/she wishes to meet during the employee's duty time regarding a representational matter prior to meeting with that employee.

B. The employee's supervisor or designee makes the final determination on the release of the employee. If an employee is unable to meet with the union representative at the requested time due to workload or operational needs, the supervisor will provide an alternative date and/or time.

Section 4. Union Representative Training

A. The Employer shall grant up to fifty (50) hours of official time for each Union representative each leave year to attend Union sponsored training in subject matter areas within the scope of the Statute, dependent on workload or operational needs. Union representatives shall adjust their work schedule to conform with the training hours. Union representatives cannot combine hours or carry over hours into the next leave year.

B. Union representatives requesting official time for Union sponsored training will generally provide OFPM management and the LRPB with thirty (30) days advance written notice. This notice will include the name(s) of the Union Representative(s), the Union sponsored training course (to include sufficient information for the Employer to make a determination), and the training dates. Requests for training that are not approved in advance will not be granted official time. Absent exigent circumstances, the Employer will make every effort to accommodate such requests. Should the training be denied, the Employer will provide the Union representative with the reason for the denial.

Section 5. Internal Union Business

Internal Union activities (i.e., all activities not specifically related to labor-management affairs such as the solicitation of membership, elections of Union officials and collection of dues) shall not be conducted on official duty time.

Section 6. Overtime, Travel, and Per Diem

The Employer will not pay overtime and/or travel and per diem in connection with internal Union business or Union sponsored training.

ARTICLE 8
Payroll Allotment for Withholding Dues

Section 1. General

Employees who wish to become members of the Union may authorize the deduction of union dues from their pay under 5 U.S.C. § 7115.

Union dues are the regular, periodic monetary amounts (i.e., allotments) required to maintain an employee member in good standing in his or her Union.

Section 2. Criteria for Union Dues Deduction

Union dues will be deducted by the Employer from an employee's pay beginning with the first bi-weekly pay period after the following conditions have been met:

- A. A determination by the Chief Steward or Local Union Business Manager, that the employee is a member in good standing in the Union.
- B. The employee's earnings, after all other legal and required deductions, are regularly sufficient to cover the authorized payment/allotment.
- C. That by completing the employee section and signing the Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues) and submitting it to the Union, the employee has voluntarily authorized such an allotment. The employee may have only one dues allotment in effect at any given time.
- D. The Chief Steward or Local Union Business Manager has certified the amount of bi-weekly dues to be withheld and has signed Section A of SF-1187.
- E. The Union has submitted the signed and completed SF-1187 to the Employer's LRPM.

Section 3. Employer Responsibility (SF-1187)

The Employer will:

- A. deduct specified union dues from the pay of eligible employees in accordance with applicable laws and regulations that authorize such deductions and the provisions of this Agreement.
- B. process the employee's request to deduct specified union dues from an eligible employee's pay, absent exigent circumstances, beginning with the first bi-weekly pay period after the above conditions have been met and once the completed and signed SF-1187 has been received, and reviewed, by the Employer's Human Resources Office.

Section 4. Union Responsibilities (SF-1187)

The Union is responsible for:

- A. providing the SF-1187's to the employees covered by this Agreement.
- B. informing and instructing the employees on the program for allotments for payment of union dues, its voluntary nature, and the uses and availability of the applicable forms.
- C. submitting the signed, completed SF-1187 to the LRPM.

Section 5. Transfer of Union Dues to Union

Absent exigent circumstances, the Employer will transmit the funds electronically to the Union on or around the employee's official pay date.

Section 6. Change in Dues Withholding Amount

If the union dues amount changes, the Union will notify the LRPM of such change in writing, on the Union's official letterhead and include the following information:

- A. union affiliation
- B. the amount of dues to be deducted bi-weekly
- C. the proposed effective date of the change
- D. name, signature and date of the authorized union official.

When all required documentation is submitted, reviewed and concurred with by the LRPM, the Employer's Human Resources office will process the newly certified withholding amount within 30 business days, absent exigent circumstances. The LRPM will notify the Union of any delay(s), reason(s), and anticipated effective date.

It is the responsibility of the Union to assure that each employee who has authorized an allotment is informed of any change in the allotment.

A later effective date may be established if requested by the Union in the notice of change. Changes in the union dues amount may not be more than twice each calendar year.

Section 7. Termination of Union Dues Allotment

An employee's voluntary allotment for the payment of union dues will normally be terminated within 30 business days in which any of the following occur:

- A. The agreement between the Employer and the Union ceases to be applicable to the employee, i.e., the Union ceases to have exclusive recognition; the employee is separated by retirement, reassignment, promotion to a position outside the bargaining unit, resignation, death.

- B. Receipt of a written notice from the Union to the LRPM that the employee has been suspended, terminated/expelled or has ceased to be a member in good standing of his/her local union. The Union is responsible for promptly notifying the LRPM of such action.
- C. The employee is placed in a nonpay status. Such deductions will be made in accordance with Section 9 of this Article.
- D. The employee submits a signed, completed SF-1188 (or other acceptable written, dated, and signed document) to the LRPM. An SF-1188 may only be honored once a year on the anniversary of the date the employee was authorized by the Union to join the Union (i.e., the date the Union signed the SF-1187, Section A). Such a request can only be submitted to the LRPM two weeks prior to anniversary date. Employees have the responsibility to ensure their written revocation is received by the LRPM in a timely manner.

Section 8. Union Dues Reports

Within 15 business days after the close of each pay period the Employer will normally provide the Union with a report by pay period of employee members who have authorized an allotment for union dues. Each report will include:

- A. the name of each employee member,
- B. Pay Plan, e.g. Wage Grade,
- C. the amount of dues deducted for each employee member, and
- D. the total number of deductions made.

The LRPM will notify the Union of any reason(s) for delays and anticipated submission date.

Section 9. Non-Payment of Union Dues

When an employee is in a nonpay status for the entire pay period, no withholding from future earnings will be made to cover that pay period. In the case of an employee who is in a nonpay status for only a part of such pay period, and the earnings are not sufficient to cover the full withholding, no deduction will be made. In this connection, all other legal and required deductions have priority over deductions for union dues.

When an employee's timecard was submitted after NIST's deadline for the submission of timecards to the National Finance Center (NFC) and has resulted in a manual payment, NFC and NIST do not withhold funds for union dues or other optional deductions. Payments to the union would be the employee's responsibility.

Section 10. Errors in Union Dues Deductions

If a questionable deduction for union dues was made, the employee will follow normal payroll inquiry procedures regarding this deduction. The Human Resources Office will recheck the amount authorized by the employee on his/her SF-1187. If the amount in the payroll master record is incorrect, the employee will submit a corrected SF-1187, in accordance with Section 2 of this Agreement. Retroactive adjustments of union dues are a matter to be settled between the employee and the Union.

Section 11. Periodic Reports

On occasion the Union will request additional reports, in writing, to reconcile union dues reports. Such reports are anticipated to be no more than once a quarter during the fiscal year. These reports will include Employee Division, series, grade, wage step and dates of changes. When requested, the LRPB will make every effort to provide this information within 15 business days.

ARTICLE 9 Communications and Facilities

Section 1. Bulletin Board

The Union shall be granted use of up to 12 bulletin boards for posting of official Union material in areas mutually agreed to by Union and Management. The Union agrees that the material posted on the bulletin board will be reasonable in size, reflect official matters, and not prohibited by applicable laws, rules or regulations. The Union agrees to discuss any objection by the Employer to posted material.

The bulletin board shall be the official physical place for the display of Union material or notices, literature, and correspondence. The Chief Steward shall be responsible for the content of the bulletin board. Content will not (1) violate Federal laws/regulations; (2) violate Departmental regulations/orders; or, (3) include items that are offensive or immoral. The Union will maintain the bulletin boards.

Section 2. Office Space and Furnishings

The Employer will provide a locked private office that is typically 136 square feet or larger, a standard office module, to the Union for carrying out its representational duties. The Employer agrees to furnish the space with available furniture stock and equipment within the office footprint. The Union will be responsible for locking and securing their materials. In addition, a computer, telephone and photocopier/printer/fax machine will be provided for official representational Union business.

Section 3. Distribution of Union Material

The Union may distribute material on the premises in work areas to individual employees before and after scheduled working hours subject to internal security requirements, or in break areas during non-duty time as long as the work of others is not disrupted.

Section 4. Telephone Usage

Union representatives may have access to Government telephones for representational purposes authorized by this Agreement. Cumulative periods of time (exceeding one hour during duty hours) spent on the telephone for representation activities must be recorded as official time.

Section 5. Meeting Space

With reasonable advance notice from the Union, the Employer will make meeting space available to the Union as necessary for representational union activities during duty hours, provided no additional costs are involved and use of the space does not interfere with business operations. The Union shall be responsible for the proper use and care of any space that is made available.

Section 6. E-mail Use

Union representatives may have access to the NIST email system for representational purposes authorized by this Agreement or by Statute. However, the union agrees to comply with Office of Information Systems Managements Rules of Behavior requirements during use.

Section 7. Employee Information

Upon Union request, the Employer will provide a list of employees after any major organizational changes or not more than quarterly, including name, position title, grade level, and organizational element and designation as permanent or temporary.

Section 8. Meetings

Union Stewards will be afforded the opportunity upon request, with management approval, to meet with a specific workgroup for a period of up to 30 minutes during regular work time to discuss employee issues of concern. For this purpose, a work group is defined by trade or function.

ARTICLE 10

Labor Management Meetings

Section 1. Labor Management Committee

I. General

The Parties agree to establish a Labor-Management Committee (hereafter Committee) for the purpose of exchanging information and for discussing matters of mutual concern and interest in the broad area of personnel policy and practices and other matters affecting working conditions within NIST.

The Committee will not be a venue for negotiations nor to present specific grievances. Accordingly, the Parties' participation in Committee activities and discussions do not constitute waiver of any rights or the elimination of procedures established by this CBA and/or the Statute.

The Parties agree that the Committee will enlist the assistance of the Federal Mediation and Conciliation Service (FMCS) to assist the Committee in the creation of their Committee bylaws and provide relevant training to help ensure Committee efficiency and success. This does not preclude the Co-Chairs from utilizing other training sources through mutual consent.

Each Party will appoint their own Co-Chair from the Committee membership who manages committee operations.

II. Membership

The Committee will be made up of 3 members from Management and 3 members from the bargaining unit. By mutual consent the Parties may elect to expand the Committee to include additional Committee members. LRPM and Union equivalent may participate in these meetings as non-voting members.

III. Committee Selected Topical Discussions

When the Committee determines that it would be beneficial to gain input from individuals with subject matter expertise, the Committee may identify other individuals from NIST management or the Union leadership and request them to conduct a presentation or participate in order to answer Committee questions and/or address concerns.

IV. Schedule

The Parties agree to meet at least quarterly or by mutual consent of the Parties. Meetings can be postponed or waived by mutual consent.

V. Agenda and Meeting Minutes

A. The Co-Chairs will alternate hosting the meeting and be responsible for ensuring that meeting minutes are recorded.

B. Meeting minutes will be provided to the Parties within 14 days of the conclusion of the meeting and will be approved at the next regularly scheduled meeting.

C. The agenda may include: reading and approving prior meeting minutes, safety concerns, divisional reports, programs, processes and efficiencies, training needs and other issues and/or concerns.

Section 2. Labor Management Forum

The Parties agree to participate in the NIST Labor Management Forum according to the Executive Order 13522.

ARTICLE 11 Equal Employment Opportunity

Section 1. The Parties agree that they will work cooperatively to assure that under Federal law all employees have equal employment opportunities and that no one is discriminated against because of a protected status.

Section 2. The Union agrees to become a positive force in this endeavor and to become a partner with the Employer in the explanation and implementation of ideas and programs whereby equal employment opportunities will be achieved.

Section 3. The responsibility for counseling employees who allege discrimination based on protected status under Federal law is administered through the NIST Civil Rights and Diversity Office.

ARTICLE 12 Position Description Changes

Section 1. Consistent with OPM and/or DOC policy and regulations, when any change in a job description, job requirement, or job grade level results in a personnel action effecting a downgrading of an employee in the unit, such personnel action not be effected without prior (30 calendar days) written notice. The employee will be provided with reasons for the action. An extra copy of such notice will be provided to the employee so that he or she can notify the Union or a representative of the Union if he or she wishes the Union can consult with the Employer on any issues in connection therewith.

Section 2. When an employee alleges inequities in his/her job description, he/she will bring it to the attention of the supervisor before going to Human Resources.

Section 3. The Union may at times consult with the Employer, or present its views in writing on broad classes of positions, assignments, or grade levels or related matters. When the Union's views are presented in writing, a response in writing will be promptly furnished by the Employer.

ARTICLE 13 Wage Surveys

NIST does not conduct wage surveys. Within the Washington, D.C. wage survey area, such surveys are normally lead by the Department of Defense. When NIST is informed of such surveys the Institute, in turn, will inform the Union.

ARTICLE 14 Merit Assignment Program

Section 1. General

NIST follows Office of Personnel Management (OPM) regulations and policies to include implementing DOC guidance and instructions. The NIST Merit Assignment Plan (MAP), as contained in the NIST Directive 0 326.01, is incorporated into this Agreement by reference. If NIST Directive 0 326.01 is revised, NIST will provide a copy of the revised document to the Union along with notice of an opportunity to negotiate on the changes insofar as they are negotiable under this Agreement and 5 U.S.C. 71. If changes are recommended to the NIST directive, and are negotiable, the revised Directive will not apply to covered employees until negotiations have been completed and agreement is reached.

Section 2. Vacancy Announcements

Merit Assignment Plan announcements will be open for acceptance of applications for employees no less than 10 days.

Section 3. Rating Panel

Rating panels will be used for non-supervisory wage grade vacancies occurring in the units covered by this Agreement when there are three or more NIST employee candidates referred by OHRM for such vacancies. The selecting official will form a three person panel to review and interview applicants as well as provide recommendations to the selecting official.

Section 4. Evaluation and Ranking

OPM minimum qualification standards will be used when determining basic eligibility. The standard used may not be modified after the vacancy announcement has been posted unless an inappropriate standard was used.

Applicants will be rated to determine whether they meet minimum standards for eligibility by evaluation of their experience, education, and training. The OPM job-element procedures will be used to evaluate applicants. The crediting plan to be used in evaluating applicants with respect to the factors specified in the vacancy announcement will be developed jointly by the supervisor of the vacant position and the servicing Human Resources Specialist.

Section 5. Referral

The MAP Certificate will list the names of the best-qualified competitive candidates for the vacancy to be filled. NIST defines best-qualified competitive candidates as candidates that receive an overall score in the "Gold" range.

Section 6. Confidentiality

OHRM will not notify the current supervisor that his or her employee is receiving active consideration by a selecting official.

Section 7. Selection

Selecting Officials will comply with Merit Principles and shall not violate Prohibited Personnel Practices. No selecting official may show or give preference to any job candidate based upon factors not pertinent to the candidate's qualifications for performing work at a higher level.

Section 8. Distribution

OHRM will make NIST Directive 0 326.01, Merit Assignment Program, available on the NIST intranet.

ARTICLE 15 Details and Temporary Promotions

Section 1. Details

Details may be used to meet emergencies occasioned by abnormal workload, change in mission or organization, unanticipated absences, etc. at the employee's current pay.

A. Detail opportunities will be announced to the work unit in writing. Detail opportunities will list the job-related qualifications and performance attributes (i.e., relevant experience, knowledge, skills, and training) determined to

be necessary to perform the detail and be based upon OPM Qualification Standards.

B. The detail selection will be made based on seniority from the group of candidates that management determines meet the qualification and performance attributes identified in A. above. Subsequent selections will be made on a rotating basis not to exceed 30 days in duration.

C. If there are no volunteers, management will choose the best qualified employee for the assignment.

The procedures in this section apply except when management can demonstrate that the position to which an employee must be detailed requires unique skills and abilities that are not possessed by any other qualified employee.

Section 2. Temporary Promotions

A. A temporary promotion of 120 days or less to a higher level position may be done noncompetitively.

B. Temporary promotions for more than 120 days must be competitive, i.e., via job announcement. Prior service during the preceding 12 months under non-competitive time limited promotions and non-competitive details to higher graded positions count toward the 120 day total.

C. A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates.

Section 3. Temporary Promotions into leadership positions

A. Temporary promotions are for one or more pay periods and will start at the beginning of a pay period. The temporarily promoted employee's wages will be adjusted to the position being performed beginning with the first and ending with the last day of the temporary promotion.

B. The Employer will keep employees informed and notify them from time to time of the availability of temporary promotions so as to determine the interest in such promotions. A roster will be prepared by work unit using length of service at NIST and a minimum of one year at the journeyman/full performance work level as criteria.

Section 4. Termination of Temporary Promotion

A temporary promotion may be terminated at any time at the discretion of the Employer. Likewise, the employee may also request to return to his or her regular, permanent position. When terminating a temporary promotion, the employee will return to his or her regular, permanent position and wage.

ARTICLE 16

Reduction-In-Force (RIF)

Section 1. General

The Parties recognize that employees may be adversely affected by Reduction-In-Force (RIF). The Employer will consider available alternatives to RIFs such as attrition, reassignment, furlough, hiring freeze, and early retirement.

Transfer of function and/or reorganizations may result in the initiation of a RIF action.

All RIFs will be conducted in accordance with applicable laws and Government-wide regulations.

Section 2. Union Notification

The Employer will notify the Union as far in advance as possible of the decision to conduct a RIF, transfer of function, or reorganization where employees may be adversely affected.

After issuance of the RIF notice(s), the Employer will make available to the Union for examination the following information on RIF's:

- A. retention registers as developed;
- B. records applicable to individual actions;
- C. staffing authorizations;
- D. pay retention guidelines; and/or
- E. directives requiring official RIF, subject to regulatory or statutory exclusion.

Section 3. Rights of Employees

After receipt of a RIF notice, employees affected by a RIF have the right to inspect RIF records that pertain to their individual action(s), in so far as it is permissible under the provisions of laws and regulations. In reviewing these records, the employee may be assisted by a Union representative. Such reviews will be requested in writing at least 5 days in advance and include the name of the Union representative, if any, who will accompany the employee.

Employees have access to their eOPF to review their employment history. Employees who believe that their RIF notice contains errors or is inconsistent with their employment history may submit these matters in writing to OHRM within 30 days of receipt of the notice.

Section 4. Employee Notification

If it becomes necessary, that the original written notice information needs to be supplemented by additional information, the information will be provided in writing to the employee not less than 10 days prior to the effective date of the action. The written notice will provide the following information:

- A. the specific action to be taken;
- B. the reason(s) for the action;
- C. the effective date of the action;
- D. the employee's competitive area, competitive level, subgroup, service computation date, and the last three annual performance ratings of record within the last four years;
- E. the place where the employee may inspect the regulations and records pertinent to his/her case and the procedures to be followed;
- F. the reasons for retaining a lower standing employee in the same competitive level because of a continuing exception, if applicable;
- G. the reasons for retaining a lower standing employee in the same competitive level for more than thirty (30) calendar days because of a temporary exception, if applicable;
- H. grade and pay retention information, if applicable;
- I. notice of eligibility for reemployment and other placement assistance;
- J. information on benefits (i.e., severance pay, unemployment compensation, health and life insurance, lump sum payments); and
- K. the employee's grievance rights.

Section 5. Employee Assistance

In accordance with the above, the Employer shall provide the following information to employees:

- A. on-line resources regarding vacancies; and
- B. access to placement programs, which will include counseling for employees on opportunities and alternatives available to impacted employees.
- C. consistent with OPM and Department policies and regulations, an employee separated by reduction-in-force

shall be given the opportunity to be placed on the DoC's Reemployment Priority List for two years.

Section 6. Use of NIST Facilities

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of RIF under this Article will be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment:

- A. telephone and fax;
- B. reproduction equipment;
- C. NIST computer access;
- D. counseling and review of job resources; and
- E. use of the NIST e-mail system.

Section 7. Time for Transitional Activities

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of a RIF under this Article and who are otherwise in a duty status are provided with reasonable time to:

- A. preparing, revising, and reproducing, job resumes and/or job application forms;
- B. preparing for employment interviews within the Department and/or other job prospects;
- C. using the telephone to locate suitable employment; and
- D. reviewing job bulletins, announcements, etc.
- E. be fully counseled by the Employer of all placement programs available to RIF'd employees.

Time provided for these activities shall be with prior supervisory approval and not substantially interfere with the performance of duties.

Section 8. Training

Subject to budget and staffing restrictions, the Employer shall provide training to employees whose positions are abolished or significantly re-engineered as a direct result of organizational restructuring, work elimination, a Commercial Activities Study, introduction of new duties, transfer of work, or implementation of new technology before expecting employees to perform new or greatly altered duties.

Section 9. Reassignment or Change to Lower Grade Notice

Upon receipt of specific notice that the employee is offered a reassignment or change to lower grade or will be released from his/her competitive level, the employee has 7 days in which to accept or reject the offer made. If a position with a higher representative rate or grade (but not higher than the rate or grade of the employee's current position) becomes available in the local commuting area on or before the effective date of the RIF, the Employer will make the better offer to the employee. This offer will not extend the notice period.

Section 10. Impact of Details

During a RIF, an employee who is on detail will not be released from the position to which they are detailed but from the employee's permanent position of record.

Section 11. Transfer of Function

When a transfer of function occurs, the Employer may either:

- A. solicit volunteers for transfer from among those employees in positions that have been identified for transfer. If there are not enough volunteers from among those affected employees, the Employer will solicit volunteers from the competitive area; or
- B. offer the transfer to the employees who are occupying the positions being transferred.

If the Employer chooses the first option, and the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, the losing competitive area shall give preference to the volunteers with the highest retention standing.

When possible, affected employees who do not volunteer to be transferred shall be reassigned to vacant positions for which they are qualified within the competitive area, or separated at the conclusion of the transfer.

ARTICLE 17

Performance Evaluation

Section 1. General

Department Administrative Order (DAO) 202-430, Performance Management System, establishes the performance management system for Federal Wage System employees.

Section 2. Objectives

The objective of such a performance evaluation and rating system are:

A. Establish critical elements and related performance standards for each covered position, which will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position.

B. Use performance plans documented on Form CD-430, Performance Management Record, to communicate organizational, NIST and Departmental goals and objectives and identify accountability for their accomplishment.

C. Use the results of performance appraisals as a basis for training, rewarding, reassigning, promoting, assisting employees in improving Level 1 and Level 2 performance, and reducing in grade, or removing employees when such action is warranted.

Section 3. Performance Standards

Performance standards should be specific, measurable, achievable, realistic and timely. Employees are encouraged to participate in the development of their performance plans. The Union may be invited by Management to comment on general performance plan development. Rating officials are responsible for the development for the performance plans and approving officials are responsible for the approval of performance plans. It is agreed that performance standards must be generally, but not exclusively, consistent with OPM job series requirements.

Section 4. Privacy

All performance reviews and rating discussions will be accomplished with the employee in private.

Section 5. Performance Reviews

At a minimum, rating officials must conduct two formal performance reviews with each of their employees, one review annually and one (progress) review at approximately the midpoint of the appraisal period. Informal performance discussions will take place between the supervisor and employee. Such informal discussions should be frequent enough to raise the employee's awareness of performance issues that would preclude the employee from reaching at least a Level 3 rating.

Employee performance will be evaluated using the generic performance standards found in Appendix A of the Form CD-430, and supplemental performance standards that focus on results for individual critical elements in CD-430(b). The rating official's appraisal will include work performed, observations, feedback from customers/clients, and an evaluation of the employee's work and results achieved.

Progress Review

Each progress review includes a discussion about the employee's progress toward meeting the critical elements included in the employee's performance plan which should align with the organizational goals; identification of any performance deficiencies or recommendations for improvement; a review of the plan to determine whether there is any need for changes in the plan based on changes in responsibility or other circumstances; and a discussion of developmental/training goals or objectives.

The employee has the right to comment verbally or in writing on any aspect of the progress review within 10 days and such written comment shall accompany the progress review. Upon conclusion of the progress review, the employee should initial the progress review form but is not required to do so. Signing indicates only receipt of the progress review and does not indicate concurrence.

At the employee's request, the rating official will provide the employee with a copy of the Progress Review page of the CD-430 after the rating official has signed the form.

Annual Performance Appraisal

Employee performance will be evaluated using the generic performance standards found in Appendix A of the Form CD-430, and supplemental performance standards that focus on results for individual critical elements in CD-430(b). Consistent with NIST's performance management operating guidance, employees are encouraged to submit their accomplishments to the rating official for consideration normally by October 1 of each year. The rating official's appraisal will include work performed, observations, feedback from customers/clients, and an evaluation of the employee's work and results achieved.

The annual performance appraisal includes a discussion about the employee's performance in meeting the critical elements included in the employee's performance plan, identification of any accomplishments and performance deficiencies and may include a discussion of developmental/training goals or objectives.

The employee has the right to comment verbally or in writing on any aspect of the appraisal within 10 days and such written comment shall accompany the appraisal. Upon conclusion of the meeting, the employee should sign the performance appraisal form (CD-430) but is not required to do so. Signing indicates only that the appraisal meeting was conducted and does not indicate concurrence or waive grievance rights.

The employee will receive a copy of the form after the rating official and approving official have signed the form.

Section 6. Opportunity to Improve

If at any time during the performance cycle an employee's performance falls below a level 2 in one or more critical elements, the employee must be afforded a formal opportunity to demonstrate acceptable performance.

ARTICLE 18 Presentation of Awards

The Employer agrees to give formal expressions of employee recognition to employees in the work unit in public ceremonies which will include at least the coworkers of the unit. Also, such ceremonies will be conducted at such times as to ensure timely presentation of the forms of recognition.

The Employer agrees all awards will be implemented fairly and without favoritism.

ARTICLE 19 Training

Section 1. Position Specific Training

The Parties recognize that the training and development of employees are essential to efficient operation. Each employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential value through self-development and training. The Parties encourage employees to take advantage of training and educational opportunities which will add to their skills and qualifications. Subject to budgetary constraints, training opportunities shall be offered to employees considering:

- A. the training needs of NIST in order to bring about more effective performance at the least possible cost;
- B. the training needs of individual employees as they relate to overall NIST program objectives.

Section 2. Training Requests

Requests for training will be submitted, discussed, and endorsed by the supervisor prior to being sent to the appropriate management official for final approval. Approval or disapproval of training request(s) will be communicated in writing to the employee. If disapproved, the employee will be notified in writing of the reason for disapproval.

Training nominations and/or approval will be evaluated on meeting position specific required training first, and then current and career path positions. Training opportunities will be distributed equitably and fairly among qualified employees based on the following factors: mission need, availability of resources, timeliness of request, expected availability of future opportunities and other relevant factors.

The choice of subject matter, areas for training, selection of employees, and assignment of training priorities is a function of the Employer. Training will not interfere with operational requirements as determined by the Employer.

Section 3. Work Schedules

Employee's work schedule will be adjusted to conform to the training and/or travel schedule with supervisory approval.

Section 4. Commerce Learning Center (CLC)

Employees are responsible for adhering to the policy established for use of the CLC courses. Employees must obtain prior approval from their supervisor before taking CLC courses during duty hours.

Section 5. Changes in Technology

The Employer agrees that when for any reason technological changes take place that require additional knowledge and/or skill on the part of its employees. Employees will be given the opportunity to acquire any knowledge and skill necessary to handle the technology change. The Employer agrees to furnish the necessary instructions during regular duty hours and employees will not suffer any loss of pay or benefits during training.

Section 6. General Training Opportunities

Training opportunities on topics such as health, safety, and retirement planning will be offered periodically subject to scheduling and budgetary constraints.

ARTICLE 20 Jurisdiction Amongst Trades and Crafts

Section 1. Disputes

It is agreed that in the event of a dispute over jurisdiction between employee crafts within the unit, the Union will make every effort within its power to bring the disputing crafts together, will provide them with all possible assistance, and will prevail upon them to reach an agreement that is equitable to all concerned. In the process, the Union will communicate to the Employer any agreement reached by the disputing parties and the Employer will assign work in accordance with such agreement provided it is consistent with the best interests of the Government. This will not prevent the Employer from implementing multi-craft work units. Multi-craft work units are comprised of multiple trades (e.g. Electrician, Plumber, Carpenter) working together as a unit in the function of their individual trades. Nothing in this Article shall act to restrict the accomplishment of work pending resolution of any dispute.

Section 2. Communication

When, because of workload or other reasons, the Employer proposes to issue significant job order assignments contrary to trade lines historically accepted by NIST, the Union will be advised of the intended action and given an opportunity to express its views to the Employer.

Section 3. Apprenticeship Programs

The Employer may establish or support apprenticeship programs and determine what standards should be used as the basis for those programs. For new apprenticeship programs after this agreement is effective NIST employees shall receive preference in their application to such programs. The Employer may use as guidance the standards recommended by the Federal Committee on Apprenticeship, those used by apprenticeship programs registered with the Institute of apprenticeship of the U.S. Department of Labor, or any other standards it determines are suitable.

Section 4. Consultation

The Employer will consult with the Union on the establishment of other meaningful training programs.

ARTICLE 21 Tools

Section 1. The Employer will furnish required, basic, and specialized tools needed for employees to perform their duties.

Section 2. Employees will not:

- A. use their personal tools in the performance of their duties;
- B. remove NIST issued tools from NIST premises unless for work-related reasons and with the approval of the supervisor, i.e., no personal use of NIST issued tools.

Section 3. Tools furnished by the Employer that are damaged on the job shall be replaced or repaired by the Employer with comparable tools of quality. Employees have a responsibility to use tools with reasonable care. Failure to do so can result in disciplinary action.

ARTICLE 22 Safety & Health

Section 1. General Statement

The Employer will maintain an occupational loss prevention and health program consistent with the applicable standards of the Occupational Safety and Health Act (OSHA) of 1970. The Employer will continue to make every reasonable effort

to provide and maintain safe and healthful working conditions and the employees will cooperate to that end. The Union will encourage the employees to work in a safe manner.

Section 2. Notification

The Union may subscribe to the IRIS reporting system or such other systems as may be used in the future to receive notifications of safety incidents that have occurred at NIST.

The Union understands that the Agency's priority actions in an incident or emergency situation are to contain the area, get emergency assistance for the employee and then secure the site. However, upon completion of these actions the Union will be notified as soon as practicable of the incident.

The Employer agrees that the Union may participate in any incident investigation that would impact employees. Employees have the right to have union representation during any incident investigation.

Section 3. Safety Advisory Committee

A. The Parties agree to establish a Safety Advisory Committee (hereafter Committee) for the purpose of exchanging information and for discussing matters of mutual concern and interest in the broad area of safety policy and practices and other matters affecting working conditions within NIST.

B. The Committee will not be a venue for negotiations nor to present specific grievances. Accordingly, the Parties' participation in Committee activities and discussions do not constitute waiver of any rights or the elimination of procedures established by this collective bargaining agreement and/or the Statute.

C. Each Party will appoint their own Co-Chair from the Committee membership who manages committee operations.

D. The Committee will be made up of 3 Management representatives and 3 employees. The Union shall designate the 3 individuals, one of which is a Union representative.

E. The Parties agree to meet at least quarterly or by mutual consent of the Parties. Meetings can be postponed or waived by mutual consent.

F. Two (2) employee members of the Committee will serve on the OFPM Strategic Safety Team to share their concerns and recommendations to ensure consistency.

Section 4. Incident Reporting

Employees (or someone else knowledgeable) are required to report to their supervisor any accident; injury, major or minor; or illness that occurs in the performance of his or her duty as

soon as practically possible (expectedly within one hour after the incident occurs) and then report to the NIST Health Unit as appropriate. The Employer will provide: (1) the employee with appropriate forms to be completed that documents the accident or injury (2) CA-16 as appropriate; and, (3) assistance to the employee or other representative with the completion of the forms, if needed.

Section 5. Agency Responsibility - Correcting Conditions

NIST agrees that it will mitigate and/or abate any unsafe or unhealthful working conditions in accordance with OSHA regulations. Where the unsafe conditions are immediately dangerous to life and limb and the repairs necessary to correct the unsafe conditions are of such an extensive nature that immediate repairs cannot be made to render the area safe, the employees shall not be exposed to the hazard.

A Management Official in conjunction with a safety representative will determine whether the job or task is safe or determine how the job can be performed safely.

Section 6. Employee Rights/Responsibilities

A. The detection of unsafe and unhealthful working conditions at the earliest possible time and the prompt correction of related hazards at the lowest possible working level are essential elements of the Agency's Safety and Health Program. Any employee who is assigned duties which he/she reasonably believes could possibly endanger his/her health or well-being shall notify the supervisor of the situation and record the unsafe or unhealthful working conditions in accordance with OFPM procedures. If the supervisor cannot abate or mitigate the unsafe working conditions, the supervisor shall delay the assignment and refer the matter through the proper channels for appropriate action.

B. No employee will be subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of unsafe or unhealthful working conditions or other participation in Agency Occupational Safety and Health Program activities.

C. An employee has the right to decline to perform his or her assigned task because of the reasonable belief that the task poses an imminent risk of death or serious bodily harm, coupled with a reasonable belief that there is insufficient time to seek effective mitigation measures and/or abatement procedures.

D. Employees will be given an opportunity, with supervisory approval, to attend and participate in safety committee meetings and safety related activities.

Section 7. Personal Protective Equipment

NIST will provide personal protective equipment (PPE) to protect the employees from safety and health hazards. The

Employer shall provide and require the use of protective equipment, such as protective equipment for eyes, (including prescription eyewear), face, head, and extremities; protective clothing, respiratory devices; and protective shields and barriers as determined by hazard assessment. Some examples of hazards are electrical, chemical, radiological hazards or mechanical irritants that are capable of causing injury or impairment in any part of the body through absorption, inhalation or physical contact. Hazard assessment/determination will be made in accordance with OSHA regulations.

Employees who are provided with PPE are required to wear such equipment when performing duties necessitating such PPE. Furthermore, when not performing such duties, they are required to have PPE readily available.

Management will consider Union input on PPE selection and purchase providing that it does not delay or interfere with the acquisition and issuance of PPE. These discussions could occur at Safety and Health Committee meetings and Labor Management Committee meetings. The Union acknowledges that final product selection will be made in accordance with Federal Acquisition regulations.

Insulated coveralls and/or other inclement weather clothing will be provided where needed based on mutual agreement and supported by hazard assessment.

Based on OSHA standards, the Safety Officer and supervisor will evaluate and determine the need for safety shoes. Determination will be made based on individual craft specialties. The Employer will assist in defraying the cost of safety shoes by providing a shoe allowance. All Employees required to wear safety shoes will be given a shoe allowance of \$165 for the first year the contract. The allowance will increase annually \$5.00 per annum for the remaining two years of this contract. Reimbursement will occur once per fiscal year on or about March 1. New hires will receive a pro-rated shoe allowance based on their entry-on-duty (EOD) date.

The Employer is responsible for laundering and maintaining PPE equipment.

Section 8. Ergonomic Hazards

NIST agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomic related injuries. Additional information is available from NIST/OSHE, OSHA Safety and Health Guidelines, and other available literature.

NIST agrees to the maximum extent possible to provide equipment (chairs, tables, work-stations, etc.) which after evaluation has been determined to be necessary to meet the employee's documented ergonomic needs. It is also agreed to the extent possible when equipment is purchased, that

instructions should be provided by the vendor on how to safely and properly operate the equipment.

Section 9. Work Alone Protocol

Working alone can occur during normal working hours, as well as in the evening, at night, and on the weekend. While it is not always hazardous to work alone, it can be when certain circumstances are present. The determination to allow an employee to work alone is primarily based upon the result of the analysis that has been conducted for a particular type of work activity by the employee.

The analysis shall take into consideration the hazards of the work activity, how well the hazards are controlled through the application of engineering and administrative controls, the use of PPE, and the ensured availability of emergency assistance when needed.

In those instances, in which an employee must work alone either because of an emergency or the work location is isolated, management will make appropriate arrangements to check with the employee periodically, either via telephone, radio, or visual inspection. During other-than-normal duty hours, OFPM employees on call-back assignments will report to the Central Utility Plant shift supervisor to make appropriate safety-check arrangements as described above.

When an employee is working alone and believes the situation or circumstances requires a second person: a) during normal working hours, they shall stop work, call their first-line supervisor and request a second person; or b) during out-of-hours, they shall stop work, contact the Central Utility Plant shift supervisor, and request a second person.

Section 10. Exposure to Hazardous Materials

It is the policy of NIST to protect employees from exposure to hazardous material through the use of engineering controls, PPE and administrative practices to ensure compliance with all applicable regulations.

In instances, when an employee is exposed or believes he/she has been exposed to a hazardous material, the employee shall report the incident to his/her supervisor as soon as practicable and subsequently report to the NIST Health Unit for medical evaluation. Exposed employees will be provided periodic reexaminations, if medically necessary, or in accordance with NIST guidelines that allow for additional or more comprehensive testing.

ARTICLE 23 Accommodations

Section 1. The Rehabilitation Act of 1973, as amended.

The Employer must provide reasonable accommodation to qualified employees or applicants with disabilities unless the accommodation would create an undue hardship on the operation of the agency. A person with a disability is qualified for a job if s/he can perform the essential functions of that job with or without the reasonable accommodation.

Section 2. Temporary Assignments Related to Off-the Job Illness/Injury

An employee who is recuperating from a non-job related illness or injury and is temporarily unable to perform the essential functions of his/her assigned position may submit a written request to his/her supervisor for temporary assignment to productive duties commensurate with the employee's qualifications that may be performed during the recuperation period. The employee shall provide a medical certificate signed by a licensed/registered physician, or other practitioner, attesting to the illness or injury; the probable length of the employee's inability to perform; and a detailed assessment of the employee's capabilities and limitations. All requests will be reviewed and approved by the NIST Health Unit physician prior to and as part of a management determination. The Employer will attempt to accommodate employees provided work is available and does not exceed 30 (thirty) calendar days. In cases where the prognosis is for a full recovery, a request may be considered for a longer period not to exceed an additional 60 (sixty) calendar days. Such requests must be submitted for review and final approval by the appropriate OFPM Division Chief.

Section 3. Temporary Assignments Related to On-the-Job Illness/Injury

Assignments for on-the-job illness/injury are covered under Article 24, Workers' Compensation.

ARTICLE 24 Workers' Compensation

Section 1. Counseling

When an employee suffers or alleges illness or injury in the performance of duties, the supervisor will advise the employee to contact the NIST Workers' Compensation Program (WCP) as soon as possible. The Coordinator will inform the employee of his/her rights under the Federal Employees Compensation Act. These rights include the following:

- A. the employee's right to file for compensation benefits;
- B. the procedure for filing claims under the Office of Workers' Compensation Program (OWCP), Department of Labor; and
- C. the option to use compensation benefits, if approved, in lieu of sick or annual leave for absences related to the OWCP accepted claim.

Section 2. Employee Obligations

Should an employee choose to file a claim under the OWCP, then:

- A. All claims must be made in compliance with OWCP requirements.
- B. As soon as possible after experiencing a job related injury or illness; the employee must report the injury to his/her supervisor and the NIST Health Unit.
- C. The employee will timely complete and file the appropriate forms and supporting documentation with the employee's supervisor.
- D. It is the employee's responsibility to obtain all supporting medical documentation.
- E. The employee will comply with established NIST leave requesting procedures.
- F. The employee will keep his/her supervisor abreast of work availability status, to include when the employee is medically cleared to report or return to duty.
- G. An employee may be disciplined, up to and including removal, for filing a false OWCP claim.

Section 3. Processing of Claims

The Employer will process completed and submitted claims in a timely manner in accordance with applicable laws, rules and regulations.

Section 4. Return to Duty

An employee who has suffered an on-the-job illness/injury may return to duty upon providing medical documentation to his/her supervisor that he/she is capable of returning to work.

If the employee can only return in a limited capacity, the medical documentation must include information on the duration of the employee's limited capacity, and all restrictions, if any, placed upon the employee. Every effort will be made by the Employer to place the employees who are released to return to work in a light duty status provided work is available.

A separate letter indicating the actual date that an employee is medically cleared to return to work in a full duty capacity must also be provided if this information is not included in previously submitted medical documentation.

The supervisor and the NIST WCPC, with support, as needed, from the NIST Medical Officer, will ensure that the employee's return to duty is in compliance with applicable OWCP, Department, and NIST policies.

ARTICLE 25

Smoking

Section 1. Smoking Cessation

Management will provide smoke cessation classes at NIST for employees who wish to stop smoking. An employee who wishes to take smoke cessation training should make a request through the supervisor. Training will be during regular work time; no overtime can be paid for attendance at this training. Management will provide no more than one smoking cessation class for an individual employee per year and no more than two classes during an individual employee's employment at NIST.

Section 2. Smoking Areas

Smoking will be permitted within NIST campus in accordance with Federal and Department of Commerce guidelines. Examples of non-smoking areas include government vehicles, courtyards, and all indoor building spaces. Employees are responsible for complying with Federal and DOC guidelines which may change over the terms of this agreement.

Section 3. Smoking Practices

The Employer will allow employees that smoke to continue their smoking practices consistent with this article so long as their smoking practices do not interfere with performance of the work, emergencies or safety.

ARTICLE 26

Leave

Section 1. General

Employees shall earn and use leave consistent with Federal laws, Government-wide regulations and Agency rules and regulations. Employees may use their accrued leave subject to their supervisor's approval. All requests, except for leave under emergency conditions, must be submitted in advance.

Section 2. Leave Request/Notification

Employees are responsible for requesting leave and receiving leave approval from their first line supervisor or designee. Employees must speak to the supervisor or provide a call back number for the supervisor to return the call to discuss the employee's leave request. Verbal requests for leave are not approved until the first line supervisor or designee has approved the absence.

Planned absences: Employee shall submit OPM Form 71 or webTA leave request to their first line supervisor a minimum of three work days or when practicable prior to the requested date. Based on events there may be situations where requests cannot be made within the notification period. In these exceptions, there may be workload conflicts that could affect the supervisor's ability to approve the request. Absences of a work week or more need to be submitted to the first line supervisor a minimum of 4 weeks prior to requested date for consideration or as defined in section 4.D. of this article.

Emergency absences: Employees are responsible for notifying their first line supervisor or designee before the start of the work shift but normally not later than one (1) hour after the start of the employee's regular work start time. Emergency absences include, but are not limited to, incapacitating illness or injury of the employee or covered family member. Verbal requests made by telephone must be followed up in writing using the established leave requesting procedures and methods, i.e., OPM Form 71 or webTA leave request, upon return to work. If the employee is unable to make the notification due their incapacitation, a person knowledgeable about the employee's situation will notify the appropriate first level supervisor of the need for emergency leave within the one hour of the beginning of the work shift.

Section 3. Leave Restriction

When it is determined by a supervisor that an employee is misusing their leave, the employee may be required to comply with additional leave requirements that are more stringent than those applied to other employees. This is called a leave restriction. An employee who is being placed on a leave restriction is notified in writing of the procedures, and the possible results of noncompliance. The necessity for the leave restriction notice may be reviewed in three months but no longer than every six (6) months. The employee will be notified in writing when the restriction is lifted.

Section 4. Annual Leave

A. Employees must request and obtain annual leave approval from the supervisor or his/her designee.

B. All requests for emergency annual leave must normally be made before the start of the work shift, but no later than one

(1) hour after the start of the employee's regular tour of duty for that day. An employee must contact his/her supervisor or his/her designee via telephone whenever practicable to request emergency annual leave.

C. Employees whose annual leave requests are denied shall be provided with written reasons for the denial from the supervisor or his/her designee.

D. Should there be several leave requests for the same time period, the supervisor will consider the employee's tenure with the work unit, operational, workload, and staffing requirements. In developing the work unit's leave schedule, once a leave request is approved, the employee may not change the approved leave request if it disturbs another employee's approved leave, unless that employee agrees to the change.

Section 5. Sick Leave

A. General

Consistent with Federal laws, Government-wide regulations, and Department and NIST policies and guidance, sick leave is a period of approved absence with pay from official duty. Sick leave is authorized when an employee:

1. Is incapacitated for duty as a result of physical or mental illness; injury, pregnancy or childbirth;
2. Receives medical, dental, or optical examinations or treatment;
3. Would endanger the rest of the workforce by being present on the job after exposure to a contagious disease as determined by a health care provider or public health authorities;
4. Makes arrangements necessitated by the death of a family member or arranges for the funeral of a family member, including ceremonies up to one year after the death;
5. Provides care for a family member (1) who is incapacitated as a result of mental or physical conditions, including pregnancy, childbirth and before/after care of the mother; (2) who requires assistance to medical, optical, dental examinations or treatments; or (3) with a serious health condition; (See Title 5 CFR 630 for definition of family member)
6. Must be absent from duty for purposes relating to his/her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed;
7. Participates in a drug or alcohol counseling program, or other counseling program which is under the auspices of a licensed practitioner and which has been prescribed as treatment by a licensed practitioner; or

8. Requires time to replace or repair a prosthetic device, or train in the use of an aid, e.g., a Seeing Eye dog.

B. Documentation

A supervisor may grant sick leave when supported by evidence administratively acceptable. Regardless of the duration of the absence, a supervisor may consider an employee's certification as to the reason for his or her absence as evidence administratively acceptable. However, for an absence in excess of 3 workdays, or for a lesser period when determined necessary by a supervisor, the supervisor may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence. If the supervisor requires medical documentation for an absence that is less than three work days, the supervisor must notify the employee of the need for medical documentation at the time of the leave request or as soon as possible.

1. In all cases of sick leave used, the supervisor may require medical certification (in addition to the leave request made via webTA or the OPM Form 71) as acceptable evidence supporting the absence.

2. Consistent with paragraph B. above, supervisors may also request medical certification about a family member's need for personal care and/or psychological comfort in excess of three work days. In these instances, the health care provider must certify that: (1) the family member requires physical and/or psychological care; (2) the family member would benefit from the employee's care or presence; and (3) the period of incapacitation the employee is needed to care for the family member.

3. The employee is responsible for providing all requested medical certification within 15 calendar days after the date the supervisor requests such certification. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time, but no later than 30 days after the date of the request. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave. In all instances, it is incumbent upon leave-approving officials to determine that the circumstances of the absence justify a grant of sick leave.

Section 6. Advanced Leave

Employees are expected to manage their leave such that a sufficient amount is available when needed. Advancing leave is at the discretion of the division chief or above. An employee's request for advanced leave must be justified in writing and submitted through the first line supervisor for approval. The

approval of advanced leave is considered on a case by case basis.

A. Advanced Annual Leave

At the discretion of the division chief or above and in accordance with NIST and Department policies, employees may be advanced annual leave that they will accrue through the end of the current leave year or the expiration of the temporary/term appointment, whichever is first.

An employee may not be advanced annual leave if it is known that the employee will retire, separate, or resign before the date when he/she will have earned the leave to pay back the advancement.

Upon separation, employees must repay any remaining advanced annual leave balance in accordance with Department policy and regulations.

B. Advanced Sick Leave

At the discretion of the division chief, or above and in accordance Federal regulations and NIST and Department policies, the amount of sick leave advanced to a full-time employee who has completed a probationary or trial period in the Federal Government may not exceed 240 hours. Part-time employees or those with uncommon tours of duty may be advanced sick leave on a pro rata basis.

Probationary employees may not receive advance sick leave in excess of 13 days (104 hours). Temporary employees may not receive advanced sick leave in excess of the amount which they will earn during their period of employment.

It is expected that employees will maintain sufficient accrued leave to cover absences resulting from routine medical appointments and minor illnesses. Advanced sick leave may only be given for serious medical issues, not for routine care and appointments during the time that the employee is repaying the advancement.

Sick leave cannot be advanced when it is known that the employee will retire, separate, or resign before sufficient leave will be earned to repay the advancement.

Section 7. Leave under the Family and Medical Leave Act

Under the Family and Medical Leave Act (FMLA), employees are entitled (under specific circumstances) to a total of up to 12 weeks (480 hours) of unpaid leave during any 12-month period. (See Title 5 CFR 630) This entitlement applies to all employees who have completed at least 12 months of Federal service, regardless of type of appointment or pay schedule. The specific circumstances where this unpaid leave is granted include:

- The birth of a son or daughter and the care of this child;
- The placement of a son or daughter with the employee for adoption or foster care;
- The care of an employee's spouse, child, or parent who has a serious health condition; or
- The employee's own serious health condition that makes the employee unable to perform the essential functions of his or her position.

Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. The employee may choose to substitute annual leave and/or sick leave for FMLA leave, consistent with the requirements of law and regulation. The amount of sick leave that can be used to care for a family member is limited.

Consistent with Federal laws and regulations as well as implementing Department and NIST guidance:

- An employee is required to provide notice of his or her intent to take FMLA leave no less than 30 days before the leave is to begin or, in an emergency, as soon as practicable. In order to do so, the employee must request leave from his or her supervisor by completing OPM Form-71, Application of Family and Medical Leave, or submitting a leave request through the Leave Module of webTA. An employee cannot be placed on FMLA leave or subtract leave from the employee's entitlement to FMLA leave until the employee has given confirmation of his or her intent to invoke his/her entitlement.
- The employee's supervisor may require that the employee supply written medical certification from a health care provider. If so, the employee must provide acceptable medical certification, signed by the health care provider, no later than 15 calendar days of supervisor's request. If the employee cannot do so despite diligent and good faith efforts, the employee must provide it within a reasonable time under the circumstances, but no later than 30 calendar days after the day of the supervisor's request.

Section 8. Restoration of Leave

Most employees can carry a maximum of 240 hours of annual leave from one leave year to the next. "Use or lose" annual leave is the accrued annual leave above the maximum carry over amount. Employees must use their excess annual leave by the end of the leave year or they will "lose" (forfeit) it.

In some cases, an employee may be able to get the lost leave restored, but only if it was forfeited because of:

- An exigency of the public business
- The employee's sickness
- An administrative error

The employee must have had the annual leave scheduled for use in writing before the start of the third biweekly pay period prior to the end of the leave year.

For leave purposes, a leave year begins on the first day of the first full biweekly pay period in a calendar year. A leave year ends on the day immediately before the first day of the first full biweekly pay period in the following calendar year.

When "use or lose" leave has been approved by the supervisor and is subsequently canceled by management prior to the employee actually taking the leave, the employee will be advised of the cancellation and the reason for such cancellation in writing per regulation. The excess annual leave will then be considered for restoration in accordance with applicable rules and regulations.

Section 9. Court Leave

The Employer will grant court leave in accordance with applicable rules, laws, and regulations.

Court leave is an approved absence from official duties, without loss of or reduction in pay or leave, and is provided to an employee who is summoned, in connection with a judicial proceeding, to:

- perform jury duty in a federal, state, or municipal court; or
- serve as a witness, in a nonofficial capacity, for the United States, the District of Columbia, or a state or local government.

An employee must submit a copy of the document supporting court leave to the supervisor as part of the leave request.

Court leave is not appropriate for personal, civil matters, e.g. landlord disputes, car accident.

Section 10. Military Leave

Military leave will be granted in accordance with applicable rules, laws, and regulations. Employees absent on military leave are entitled to receive both their regular civilian pay and military pay and allowances, to which they may be entitled, during a period of active duty as a member of a reserve component of the Armed Forces or the National Guard.

Section 11. Excused Absence/Administrative leave

An excused absence is an absence from duty without loss of pay and without charge to the employee's accrued leave. It is synonymous with the term "administrative leave" and is distinct from absence for officially sanctioned purposes from the employee's usual work site or regular duties. Excused absence will be provided and be consistent with Department and NIST regulations. An example of an excused absence is the case of blood donations.

Blood Donations

Consistent with Department and NIST regulations, employees who donate blood to the Red Cross or who donate in emergency situations to local hospitals or blood-banks of nonprofit institutions may be granted up to four hours excused absence from duty to make the donation (not including the lunch period). The four hours include time required to reach the donation site and return (if appropriate), as well as the time for actually donating blood and recovery.

In order for an employee to take blood donation leave, the employee must request absence from the supervisor using OPM Form 71 or webTA. Requested time must be within the remaining 4 hours of an employee's tour of duty. Time in excess of four hours may be granted at the employee's request, as annual leave, sick leave, accrued compensatory time, or LWOP.

Voting

Employees scheduled to work on any election day who are eligible to vote in such election shall be granted time off to vote consistent with Department and NIST policies and regulations (in accordance with Departmental policies and applicable regulations), and such employees shall suffer no deduction in pay for time so spent.

Tardiness or brief absences

Tardiness or brief absences of one hour or less from duty during the work day may be handled administratively by the supervisor as follows: (1) excusing the employee for adequate reasons; (2) charging (in fifteen minute increments) against annual leave or sick leave, as appropriate; (3) by placing the employee on leave without pay (in fifteen minute increments) in the absence of accrued annual leave or sick leave; or (4) by recording the absence or tardiness as AWOL if abuse is evident.

Section 12. Leave Without Pay (LWOP)

LWOP is granted at the discretion of management, except in the following cases:

A. when requested by a reservist or National Guard member for military duties. Employees may request such leave after their

military leave has been exhausted, in accordance with applicable laws, rules and regulations;

B. when requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of his/her claim for employee compensation by the OWCP;

C. when an employee has been approved under FMLA; and/or

D. when a disabled veteran requests LWOP for medical treatment.

ARTICLE 27

Basic Work Schedule and Hours of Work

Section 1. General Work Schedules

A. The basic work week will consist of 40 hours scheduled in either five contiguous eight hour days or compressed work schedule, i.e., four contiguous ten hour days or 5/4-9 days, Monday through Saturday, scheduled between the hours of 5:00 a.m. to 10:00 p.m. except for Central Utility Plant who work under a rotating Multi-Shift Schedule.

B. Employees hired after the ratification of the Agreement, whose job announcement/posting includes work schedules that include Saturday as a regular work day, or who volunteer, will have Saturday included as part of their basic work week upon completion of any required training subject to the contiguous work day requirements outlined in A above.

C. Employees hired before ratification of this agreement are grandfathered in their current work schedule for their current position except as provided for in Section 2. Employees who are promoted, advanced, or otherwise accept a new appointment, are subject to the terms of the new position.

Section 2. Management Initiated Schedule Changes

Management reserves the right to order special tours of duty outside of these work schedules, first by volunteer, then by inverse seniority, when necessary to promote efficient operations, for temporary periods (not to exceed 6 pay periods) for 50 or fewer employees. Employees may not be impacted by these changes more than 2 times a year unless mutually agreed between the employee and the Agency.

Management will make every effort to maintain the employee's current work schedule when such tours of duty are ordered. The Agency will notify the Union and the impacted employees of its intent to implement temporary work schedule changes. Employees will be given a minimum of two (2) pay period advanced notice except in extraordinary circumstances.

Section 3. Schedule/Shift Changes

Management will notify the employees when a shift/schedule opening occurs in any work unit. Employees will have five (5) days to submit a written request to their Group Leader requesting to move to the open shift/schedule. Management will timely approve or deny the employee's request. Such denial and approvals will be in writing. When multiple employees apply for the shift/schedule opening, assignment will be given to the qualifying employee with the highest seniority.

Section 4. Lunch Break

Employees, except for those in the Central Utility Plant on a multi-shift schedule, will be authorized a 30-minute unpaid lunch break from duty. Lunch breaks will be taken as close to the middle of the work shift as practicable. Due to the size of the NIST campus, employees will be provided with up to 15 minutes for clean-up and travel time both to and from their lunch location.

For employees working a multi-shift (and/or rotating shift) schedule at the Central Utility Plant, a meal break (lunch) of 30 minutes will be counted as paid time, provided the employee remains at or near his work station.

Section 5. Breaks

For all work schedules, except rotating multi shift, employees are provided a 15-minute rest period in the morning, approximately 2.5 hours after the start of the work shift, and a 15-minute work site rest period, approximately 2 hours after their lunch break, unless unusual work load conditions prevent such a break, as determined by the supervisor.

Section 6. End of Day

Employees will leave their work site thirty (30) minutes prior to the end of their shift and return to their shop to perform administrative responsibilities, such as completing timecards, clean up and put away tools and materials. Employees are to use the time productively and for work related matters.

NOTE: tardiness and brief absences are covered under Article 26.

ARTICLE 28 Overtime and Premium Pay

A. OVERTIME

Section 1. General

Management has the right to assign overtime and employees are required to report for overtime assignments. This includes, but is

not limited to, mandatory overtime for the semi-annual fall and spring site wide utility outage weekends.

Overtime shall be paid at a rate that is authorized by Federal regulations. The computation of overtime pay shall include shift differentials, where applicable. Per Federal regulations, for overtime to be eligible for shift differential, the overtime must have been scheduled in advance of the administrative workweek.

While on detail an employee may be considered for scheduled overtime in either the permanent or detailed work section if qualified to perform the work to be done on overtime.

No employee shall be placed in a non-pay status during any regular shift hours in his basic work week in order to compensate or offset overtime hours worked outside of his regular work shift or basic work week.

The Employer may allow employees assigned to overtime work a reasonable period of time for wash-up and storage of Government tools and equipment in accordance with the conditions described in Article 27, Basic Work Schedule and Hours of Work.

Employees on overtime in excess of eight (8) hours or under adverse environmental conditions will be given special consideration on work performance due to fatigue which could result as a condition of long and extended hours and days. However, willful neglect or safety violations will not be condoned and are punishable according to rules and regulations.

Section 2. Distribution of Scheduled Overtime

Management agrees that overtime will be distributed fairly and equitably among all employees of the required craft/group. The Union recognizes that deviation from this practice will occur when Management determines particular skills are required for a particular job.

Management will first solicit volunteers from each of the required crafts/groups. If a sufficient number of volunteers cannot be obtained, Management will seek volunteers with necessary skill sets from other work units covered by this Agreement. If a sufficient number of volunteers are not available, Management will consult the Overtime Roster within their work unit for a qualified employee(s) to fulfill staffing requirements. The employee(s) with the lowest amount of overtime previously worked in the necessary craft in the calendar year will be assigned. The assignment of overtime consideration may be given to qualified employees.

An employee who is not present on the day when overtime work outside of the basic workweek is assigned may be denied the assignment of such overtime by Management. Management is not obligated to contact the employee at home to offer the

opportunity to work overtime. An employee who wishes to be considered for overtime must notify his/her supervisor in advance of his/her availability for each overtime assignment.

Section 3. Notice of Scheduled Overtime

When the Employer has determined that overtime work is necessary, employees affected will be given 3 days' advance notice, if possible. When such notice is not possible, the Employer will consider the expressed desires of individual employees. It is understood that the Employer has the right to require overtime work.

The Employer will establish and maintain Overtime Rosters (as provided in Section 2 above). Overtime Rosters must be posted for all employees to see in a centralized location within the work area and will be updated each pay period.

Section 4. Overtime Roster

The Overtime Roster records and publishes the amount of scheduled overtime (offered, actual and declined) for all employees.

For Overtime Roster purposes, employees who serve a suspension (from pay and duty) will not be able to work overtime in their particular work unit but will be recorded as having been offered and rejected overtime for that pay period. (See Section 2 above) Each instance will be recorded based on the number of hours offered and shall be listed as rejected for each day that it applies.

Section 5. Overtime Assignment Exceptions:

An employee who is not able to report for an overtime assignment based on an emergency must notify his/her supervisor as far in advance as possible.

An employee will be required to provide proof of emergency on the second absence in a 24-month period of scheduled overtime.

To be excused from overtime for medical reasons, an employee must provide medical documentation stating the nature and duration of the restriction(s) to the NIST Medical Officer. The NIST Medical Officer will review the documentation and advise the supervisor if the employee is deemed medically unfit for overtime work. The excusal from overtime assignment will remain in effect for the period of time indicated by the NIST Medical Officer. The NIST Medical Officer may request additional medical documentation from an employee to determine if excusal from overtime assignments is warranted.

Section 6. Call back Overtime Pay

An employee called back to work after the scheduled hours of employment for the day or on a non-work day will be guaranteed a minimum of 2 hours pay at the applicable overtime rate.

Section 7. Overtime Pay

Employees working eight-hour 5-day work schedules will be paid overtime at the rate of one and a half times (1-1/2 X) their basic hourly rate of pay for all hours during which the employee is in a pay status in excess of eight hours in a day or in excess of forty hours in a week.

Employees working 4 day 10-hour work schedules will be paid overtime at the rate of one and a half (1-1/2 X) their basic hourly rate of pay for all hours during which the employee is in a pay status in excess of 10 hours in a day or in excess of forty hours in a week.

Section 8. Compensatory Time in Lieu of Overtime

Employees may voluntarily request compensatory time in lieu of overtime compensation. One hour of compensatory time off is granted for each hour of overtime work. If accrued compensatory time off is not used by an employee within 26 pay periods or if the employee transfers to another agency or separates from Federal service before the expiration of the 26 pay period time limit, the employee must be paid for the earned compensatory time off at the overtime rate in effect when earned.

B. PREMIUM PAY

Section 1. Sunday Premium Pay

An employee is entitled to Sunday premium pay equal to 25 percent of his or her rate of basic pay for each hour of Sunday work. For this purpose, Sunday work consists of nonovertime work during an employee's regularly scheduled basic tour of duty (not to exceed 8 hours) that begins or ends on a Sunday. Notwithstanding the normal 8-hour limit, for an employee on a compressed work schedule, all nonovertime hours in the employee's regularly scheduled daily tour of duty beginning or ending on a Sunday constitutes Sunday work. Sunday premium pay is equal to 25 percent of an employee's rate of basic pay. (5 U.S.C. 5544(a))

An employee under a standard work schedule is entitled to overtime pay for hours of work on Sunday that are in excess of 8 hours in a day or 40 hours in a week. Sunday premium pay is not paid for overtime hours of work.

ARTICLE 29

Out of Hours Response

Section 1. General

As NIST's recognized facilities operations and maintenance organization, one of OFPM's primary missions is to provide "24/7" support to the NIST researchers and support staff.

In addition to regularly scheduled overtime, which is known in advance, there shall be times in which emergencies arise after normal working hours. After normal working hours, the Shift Supervisor of the Steam and Chilled Water Generation Plant is routinely OFPM's first responder to after-hour emergencies. Upon receiving notification of a possible emergency (for example, from the Fire or Police Group, a particular researcher, or through an automated alarm system), the Shift Supervisor makes a determination as to whether the situation can wait until the next work day to be handled by the appropriate unit. If the situation cannot wait, the Shift Supervisor begins the process of contacting the appropriate OFPM personnel to address the emergency.

Section 2. Out of Hours Response

Employees are required to respond in a timely manner to all incoming communications from Management. The response may require the employee to return to the NIST campus to perform a specific task(s), or may involve a consultation with Management over the phone.

Employees shall provide Management with a reliable means of contacting them, to include any changes to the contact information within 3 working days. This means of communication can be their home phone or cell phone or by some other means that Management determines to be acceptable.

Section 3. Positions subject to Out of Hours Response:

Pursuant to OPM regulations, all employees are subject to out of hours' response.

Section 4. Reporting

The employees returning to NIST must report to the Shift Supervisor and be ready to perform the required duties; must be properly dressed and must wear their issued or required personal protective equipment per Article 22, Safety and Health.

Section 5. Responding to issues via telephone

Situations may arise when the Shift Supervisor contacts the employee during non-duty hours to address work requirements. There may be situations where the issues may be resolved via phone and may not require the employee to report to work. In

such situations, the employee will be compensated in 15 minute increments for actual time spent addressing the requirement(s).

ARTICLE 30 **Holidays**

Section 1. Holidays

An employee shall be entitled to all holidays prescribed by law. It is the policy of the Employer not to assign holiday work to employees unless such work is necessary for the protection of life or property, security, or health; or is in the interest of the general public; or is to meet an emergency in which the interest of the Government requires the completion of a particular job without delay; or is necessary to provide power, heat, and maintenance. The information contained in this article applies to full time employees only.

Section 2. "In Lieu of" Holidays

All **full-time** employees, including those on a compressed work schedule, are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the basic workday immediately preceding the non-workday.

There are three exceptions:

1. If the non-workday is Sunday (or an "in lieu of" Sunday), the next basic workday is the "in lieu of" holiday. (See Section 3 of E.O. 11582, February 11, 1971.)
2. If Inauguration Day falls on a non-workday, there is no provision for an "in lieu of" holiday.
3. If the head of an agency determines that a different "in lieu of" holiday is necessary to prevent an "adverse agency impact," he or she may designate a different "in lieu of" holiday for full-time employees under compressed work schedules. (See 5 U.S.C. 6131 (b))

An employee is not entitled to another day off as an "in lieu of" holiday if a Federal Office or facility is closed on a holiday because of a weather emergency or when employees are furloughed on a holiday.

Section 3. Presidential Closing of Agencies

Presidents occasionally issue Executive orders closing Federal departments and agencies for part or all of a workday. Employees are excused from duty during such periods unless they are "emergency employees," as determined by their agencies. Such Executive orders often provide that the time off will be treated like a holiday for pay and leave purposes. Employees who are required to work during their basic tour of duty on such days are entitled to holiday premium pay.

Section 4. Tours on a Holiday

A basic (nonovertime) tour of duty that includes some, but not all, hours on a holiday is considered a holiday tour. (See section 5 of E.O. 11582, February 11, 1971, and B-202626, September 4, 1984.)

When two basic (nonovertime) tours of duty include hours on a holiday, the holiday tour is the tour of duty that begins on the holiday. (See section 5 of E.O. 11582, February 11, 1971.)

Section 5. Pay on a Holiday

Employees who are not required to work on a holiday receive their rate of basic pay for the applicable number of holiday hours.

Standard (40-Hour/5-Day Week) Work Schedules. On a holiday, employees under a standard work schedule are generally excused from 8 hours of nonovertime work, which are considered part of the 40-hour basic workweek.

Compressed Work Schedules. On a holiday, employees under compressed work schedules are generally excused from all of the non-overtime hours they would otherwise work on that day and which apply to their “basic work requirement.” For example, if a holiday falls on a 9- or 10-hour basic workday, the employee’s holiday is 9 or 10 hours, respectively. In the event the President issues an Executive Order granting a “half-day” holiday, a full-time employee on a compressed work schedule is entitled to basic pay for half the number of hours he or she would otherwise work on that day. (See 5 CFR 610.406(a))

Section 6. Holiday Work

“Holiday work” means non-overtime work performed by employees during their regularly scheduled daily tour of duty on a holiday. (See 5 CFR 550.103)

Section 7. Holiday Premium Pay

For each hour of holiday work, employees receive holiday premium pay. Holiday premium pay is equal to an employee’s rate of basic pay. Employees who are required to work on a holiday receive their rate of basic pay, plus holiday premium pay, for each hour of holiday work. (See 5 U.S.C. 5546(b).)

Employees who are required to perform any work during basic (nonovertime) holiday hours are entitled to a minimum of 2 hours of holiday premium pay. Should the required work extend beyond two hours, employees will be paid for work performed.

Standard (40-Hour/5 Day Week) Work Schedules. Employees are entitled to holiday premium pay if they are required to work on a holiday during their regularly scheduled nonovertime basic tours of duty, not to exceed 8 hours.

Compressed Work Schedules. Employees under compressed work schedules are entitled to holiday premium pay if they are required to work during their “basic work requirement” on that day. The number of hours of holiday premium pay may not exceed the hours in an employee’s compressed work schedule for that day (e. g, 8, 9, or 10 nonovertime hours). (See 5 CFR 610.407.)

Section 8. Overtime Work on a Holiday

Standard (40-Hour/5-Day Week) Work Schedules. Overtime work on a holiday is work in excess of 8 hours in a day or 40 hours in a week.

Compressed Work Schedules. Overtime work on a holiday for an employee under a compressed work schedule is hours of work in excess of the employee’s compressed work schedule (e.g., 8-, 9-, or 10-hour “basic work requirement”) on that day. (See 5 U.S.C. § 6121(7).)

Holiday hours, hours of paid leave, use of accrued compensatory time off or credit hours, and hours of excused absence with pay are credited as hours of work towards the overtime pay standards. For example, these hours are credited when determining whether an employee has worked in excess of 8 hours in a day or 40 hours in a week under a standard or flexible work schedule. (See 5 CFR 550.112(c) and 5 CFR 551.401(b).)

Employees are not excused from overtime work on a holiday because of the holiday.

Section 9. Overtime Pay on a Holiday

Employees are entitled to overtime pay, or compensatory time off, when applicable, if the agency requires overtime work on a holiday at the applicable premium pay rate.

Overtime work must generally be ordered or approved. However, employees who are covered by the overtime pay provisions of the Fair Labor Standards Act of 1938, as amended (FLSA), also are entitled to overtime pay if overtime work is “suffered or permitted” by a supervisor.

Section 10. Night Work

Employees are entitled to night pay for regularly scheduled work at night, including actual work performed at night during holiday hours or overtime hours. Night pay is paid in addition to holiday premium pay or overtime pay. (See 5 CFR 550.122(c).)

Employees also are entitled to night pay when they are excused from regularly scheduled night work during holiday hours. Night shift differential is part of basic pay for Federal Wage System employees. (See 5 CFR 532.505(b).)

Section 11. Sunday Work

An employee is entitled to holiday premium pay and Sunday premium pay if he or she is required to work during holiday hours on Sunday and Sunday work is part of the employee's regularly scheduled basic workweek (or basic work requirement). If an employee does not work during the holiday hours on Sunday, the employee receives basic pay for the holiday hours, but is not entitled to Sunday premium pay. This is because Sunday premium pay cannot be paid unless an employee actually performs work on Sunday. (See section 624 of the Treasury and General Government Appropriations Act, 1999; 5 U.S.C. §§ 5546(a) and 6128(c); and 5 CFR 550.172.)

Section 12. Pay Status of Employees

Employees must be in pay status or a paid time off status (i.e., leave, compensatory time off, compensatory time off for travel, or credit hours) on their scheduled workdays either before or after a holiday in order to be entitled to their regular pay for that day. Employees who are in a non-pay status for the workdays immediately before and after the holiday may not receive compensation for that holiday.

ARTICLE 31 Hazard and Environmental Pay

Section 1. General

Employees shall be paid environmental differential pay (EDP) in accordance with Title 5 CFR 532.511.

Section 2. Recording of EDP

When EDP is due an employee, it will be recorded the very same day the work is performed and sent along with the day-to-day report of work performed. The pay for such work will be given the employee on the same check as his/her regular work pay is computed. OHRM will provide guidance on time and attendance reporting requirements (i.e., webTA submissions) regarding of EDP.

Section. 3. Dispute

When there is a disagreement between the Employer and Union on whether EDP is due, the Party may file a grievance under Article 33, Negotiated Grievance Procedure.

ARTICLE 32 **Disciplinary Actions**

Section 1. General

A. Disciplinary and/or adverse actions:

1. are actions taken to correct and improve employee conduct;
2. may not be taken against an employee under this Article except for such cause as will promote the efficiency of the service; and,
3. must be determined on the merits of each individual case.

B. The Parties endorse a policy of progressive discipline that is administered in a constructive, progressive, timely and consistent manner. It is recognized that some misconduct may warrant a higher level of discipline or adverse action for a first offense.

C. Disciplinary actions include written reprimands, suspensions (14 days or less). Adverse actions include suspension (15 days or more), reduction-in-grade or pay, furlough of thirty days (30) or less, and removal.

D. Oral and written admonishments, warnings, counseling, caution, letter of requirement are not discipline; rather, they are internal management tools intended to clarify expectations, set expectations, etc., and will not be used in a disciplinary proceeding unless the employee has had notice of management's action and an opportunity to respond, normally within 15 days.

E. All facts pertaining to any disciplinary and/or adverse action shall be developed as promptly as possible. In most cases, proposed actions under this Article shall be initiated as soon as possible, but generally no later than thirty (30) days after all the facts have been made known in writing and legal review processes have been completed and presented to the proposing management official.

F. An employee against whom action is proposed under this Article and his/her representative shall have the right to review the information relied upon to support the action and shall be given a copy upon request. The employee will be furnished an extra copy of any notice of proposed action and notice of decision which the employee may then present to the Union, if the employee wishes to do so.

G. If a management official has reason to give an employee any form of discipline, such discipline must be carried out in private. Only those persons having a need to be at the meeting shall attend, such as the supervisor, the employee, and when applicable, other management and Union representatives. The LRPM will provide the union with a quarterly statistical report of official disciplinary actions.

H. The termination of an employee serving a probationary/trial period is excluded from this article as it is governed by Title 5 CFR Part 315.

Section 2. Specific Notice Requirements

1. DISCIPLINARY ACTIONS

Written Reprimand

A. A written reprimand (also known as an Official Reprimand) will provide the employee with (1) the reason for taking the action, i.e., detail the employee's misconduct; (2) the period of time the action will be in the employee's OPF (in accordance with NIST Policy or up to 24 months, whichever provides the lesser of the two options); and, (3) the right to grieve the action under the negotiated grievance procedure.

B. The written reprimand may be removed from the OPF prior to its maturation: (1) at the management's discretion provided that the employee's record indicated no further disciplinary action(s); (2) when the employee leaves NIST to join another Federal Agency, resigns, or retires; or, (3) as part of a negotiated settlement.

C. Upon completion of the identified term, the written reprimand will be removed from the employee's OPF.

Suspension of 14 days or less

A. The notice of proposal to suspend must:

1. be in writing;
2. state the most severe action that is being proposed;
3. provide the employee a minimum of 15 days' advance notice before the decision is effective;
4. contain the specific reasons for the action which management is relying on in support of its proposal and details the infraction(s) or offense(s) committed;
5. inform the employee of his or her rights, to include:
 - a. The right to review any material used to support the proposed suspension
 - b. The right to request a reasonable amount of regular work time to review the material and prepare a response.
 - c. The employee's opportunity to respond orally and/or in writing to the deciding official within 15 days.
 - d. That this notice cannot be grieved under the negotiated grievance procedure.

B. The decision notice of the proposal to suspend must:

1. be in writing;
2. provide the reasons for the decision; such action may not be more severe than that listed in the proposal notice (A.2. above)
3. inform the employee of the right to grieve the decision through the negotiated grievance process.

2. ADVERSE ACTIONS (Actions covered by 5 U.S.C. Chapter 75, Subchapter 2)

A. The proposal notice must:

1. be in writing;
2. state the most severe action that is being proposed;
3. provide the employee a minimum of 30-day advance written notice before the decision, if any, is effective;
4. contain the specific reasons for the action which management is relying on to support its proposal and details the infraction(s) or offense(s) committed;
5. inform the employee of his or her rights, to include:
 - a. The right to review any material used to support the proposed suspension
 - b. The right to request a reasonable amount of regular work time to review the material and prepare a response.
 - c. The employee's opportunity to respond orally and/or in writing to the deciding official within 15 days.

NOTE: The 30-day advanced notice period and 15-day response time do not apply when the "crime provision," 5 U.S.C. § 7513(b)(1), is invoked.

B. The decision must:

1. be in writing;
2. provide the reasons for the decision; such action may not be more severe than that listed in the proposal notice (A.2. above)
3. inform the employee of the avenues for redress.

NOTE: An employee shall have exercised his/her option under Section 2.2. at the time the employee initiates a timely grievance, complaint, or appeal.

ARTICLE 33

Negotiated Grievance Procedure

Section 1. General

Consistent with the Labor Management Statute, the Negotiated Grievance Procedure (NGP) is the exclusive administrative procedure for:

- (1) the processing and settlement of grievances over the interpretation and application of this Agreement;
- (2) NIST's interpretation of published agency policies or regulations, provisions of law or regulations of appropriate authorities outside the agency;
- (3) the Agency's decisions on disciplinary actions; and,
- (4) the settlement of employee grievances for which no separate grievance procedure is provided.

It is also the exclusive procedure available for settlement of all grievances on the questions of arbitrability. Any party covered under this procedure may file a grievance under this article. The Parties covered under this procedure include: an employee, a group of employees, the union or management. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory or management level.

A grievance filed by any employee will not cause any negative reflection in his/her standing with the Agency.

All time limits specified in this Agreement are binding, absent extensions granted by mutual written agreement of the Parties or as described in the following paragraph.

Failure of the grievant to submit their grievance at either their initial or subsequent grievance levels within the identified time will result in the grievance being dismissed, absent mitigating factors, such as vacations, holiday, sick leave, etc., however, in no event shall it exceed an additional 15 days.

Once the grievance has been timely filed, should the responding party fail to comply with the time limits, absent mutual written extension, the grievance will proceed to the next step.

In cases where multiple grievances have been filed based on the same or similar set of facts or are reasonably expected to be filed involving the same or similar CBA provisions, the Parties may mutually agree that the grievances be consolidated into one grievance for action hereunder. In such situations, the Parties understand that the initial response to the grievance may be extended to accommodate all timely filings.

New issues may not be raised as part of the initial grievance after it has been submitted.

Section 2. Grievance Exclusions

This procedure shall not apply to:

- A. Any claimed violation of subchapter III of Chapter 73, Title 5 U.S.C. [relating to prohibited political activities];
- B. Retirement, life insurance or health insurance;
- C. A suspension or removal under Section 7532, Title 5 U.S.C. [relating to national security matters];
- D. Any examination, certification or appointment;
- E. Classification of any position which does not result in the reduction-in-grade or pay of an employee;
- F. Non-adoption of a suggestion or invention;
- G. Termination of employees serving a (1) probationary or trial period or (2) on a temporary appointment;
- H. Decisions of the Office of Workers' Compensation Programs (OWCP) reviewable by Title 20 CFR Part 10 OR 5 U.S.C. § 8101 et seq;
- I. Matters covered by a statutory appeal procedure (except those matters covered by 5 U.S.C. Chapter 75 Subchapter 2);
- J. The content (performance elements and standards) of a performance plan (This does not affect the right to grieve the application of a performance standard.);
- K. A fitness-for-duty examination decision;
- L. The content of published Department of Commerce policy or regulations;
- M. Oral admonishments, warnings, and counselings which may be documented in writing by the supervisor; and,
- N. Granting or failure to grant honorary award.

Section 3. Selection of Avenue of Redress

In matters covered by 5 U.S.C. § 7512 (removal, suspension for more than fourteen (14) days, a reduction in-grade, a reduction-in-pay or a furlough of thirty (30) days or less) and 5 U.S.C. § 4303 an employee shall have the option of utilizing the procedures in this article or the appellate procedures in 5 U.S.C. §7701, but not both.

Section 4. Representation

Employees have the right to present a grievance to management. At the employee's request, they may be assisted by the Union in the presentation of their grievance. When designating an employee's representative, such designation must be in writing using NIST Form 527, Grievance Form. In cases where the employee is presenting his or her grievance individually, the Employer will provide the Union or the Union's designee with notice of meeting date, time, and location to observe the grievance proceedings. No other individual(s) may serve as the employee's representative unless designated by the Union. Only the Union or Employer can request arbitration.

Section 5. Requesting work time to address grievance matters

An employee shall obtain approval from their immediate supervisor prior to meeting with a Union representative on a matter covered by this article. Upon written request from the employee, the employee shall be provided a reasonable amount of regular work time as approved by the employee's supervisor for the purpose of preparing and presenting the grievance at each step.

Section 6. Deviations from the grievance procedures

A. In the case of grievances concerning disciplinary/adverse actions, the grievant may utilize the procedures of Section 7 of this article or request the Union to invoke arbitration.

B. Grievances regarding a decision to suspend, demote, furlough (30 days or less), or remove an employee are submitted at Step 3, rather than Step 1, to the management level immediately above the deciding official no later than fifteen (15) calendar days from receipt of the decision notice.

C. An employee may submit their grievance beginning with Step 2 of Section 7 provided that the first line supervisor does not have the authority to resolve the grievance or the Parties mutually agree to waive Step 1 for expediency.

Section 7. Grievance Process

STEP 1

A. Using NIST Form 527, the grievant shall request resolution of his/her grievance from his/her supervisor or the chief steward within thirty (30) days of the date:

- i. the grievant is harmed or
- ii. should have been aware of the action or incident that gave rise to the grievance;

B. If, the grievant requests a meeting to discuss the 1st step grievance, the first line supervisor or chief steward will contact

the grievant and the grievant's designated representative to schedule a meeting. The meeting will be held within a reasonable time but not later than fifteen (15) days from the filing of the grievance, or at such other date to which the Parties agree.

C. The first line supervisor or chief steward will respond to the 1st step grievance at the earliest practicable time, but no later than fifteen (15) days from receipt of the grievance or the meeting, if held, whichever is later.

- i. The written decision will include the actions taken to resolve the grievance, any relief granted; or
- ii. The reason for denial.

STEP 2

A. If the grievant is not satisfied with the resolution in Step 1 or if their grievance was denied, the grievant may submit the grievance to the next level management/union official within fifteen (15) days by submitting the NIST Form 527 to the management/union official who has the authority to resolve the grievance.

B. If the grievant requests a meeting to discuss the 2nd step grievance, the next level management/union official will contact the grievant and the grievant's designated representative to schedule a meeting. The meeting will be held within a reasonable time but no later than fifteen (15) days from the filing of the grievance, or at such other date to which the Parties agree.

C. The next level management/union official will respond to the 2nd step grievance at the earliest practicable time, but no later than fifteen (15) days from receipt of the grievance or the meeting, if held, whichever is later.

- i. The written decision will include the actions taken to resolve the grievance, any relief granted; or
- ii. The reason for denial.

STEP 3

A. If the grievant is not satisfied with the resolution in Step 2 or if their requested remedy was denied, they may submit the grievance to the next level management/union official. Submissions shall be made within 15 days. Grievances shall be submitted by using NIST Form 527 to the management/union official who has the authority to resolve the grievance.

B. If the grievant requests a meeting to discuss the 3rd step grievance, the next level management/union official will contact the grievant and the grievant's designated representative to schedule a meeting. The meeting will be held within a reasonable time but no later than 15 days from the filing of the grievance, or at such other date to which the Parties agree.

C. The next level management/union official will respond to the 3rd step grievance at the earliest practicable time, but no later than 15 days from receipt of the grievance or the meeting, if held, whichever is later.

- i. The written decision will include the actions taken to resolve the grievance, any relief granted; or
- ii. The reason for denial.

STEP 4

A. If the grievant is not satisfied with the resolution in Step 3 or if their requested remedy was denied they may submit the grievance to the Chief, Facility Management Officer/union official by declaring so on the grievance form and submitting it to the management/union official who has the authority to resolve the grievance within 15 days.

B. If the grievant requests a meeting to discuss the 4th step grievance, the next level management/union official will contact the grievant and the grievant's designated representative to schedule a meeting. The meeting will be held within a reasonable time but no later than fifteen (15) days from the filing of the grievance.

C. The next level management/union official will respond to the 4th step grievance at the earliest practicable time, but no later than fifteen (15) days from receipt of the grievance or the meeting, if held, whichever is later.

- i. The written decision will include the actions taken to resolve the grievance, any relief granted; or
- ii. The reason for denial.

If the grievant is not satisfied with the Step 4 decision, the matter may be submitted to arbitration by the Union or the Employer within thirty (30) days of receipt of the Step 4 decision. The procedure for arbitration is set forth in Article 34.

Section 8. Grievance between Employer and Union

In the case of any grievance which the Union may have against the Employer or which the Employer may have against the Union, the moving Party shall utilize Section 7 of the Grievance process utilizing the equal authority levels on either side of Management/Union officials to process the grievance.

ARTICLE 34 Arbitration

Section 1. General

Arbitration can only be invoked by the Employer or the Union consistent with this Agreement and 5 U.S.C. § 7121. The moving party must invoke arbitration in writing within 30 days

of the final grievance decision or as otherwise authorized within this Agreement. The arbitration proceeding must commence within 45 days after selection of the arbitrator unless otherwise agreed to by the Parties in writing.

The Parties retain their rights under Title 5 U.S.C. §§ 7122 and 7123.

All arbitration hearings will utilize a court reporter to capture verbatim testimony and exhibits provided.

Section 2. Request for and Selection of Arbitrators

The moving party will: (a) advise the Federal Mediation and Conciliation Service (FMCS) that a dispute exists and shall request a list of seven (7) impartial arbitrators who are qualified by virtue of experience, background, and training to arbitrate grievances in the Federal Sector; and, (b) provide a copy of the request to the other party simultaneously. Upon receipt of the list of arbitrators from the FMCS, the moving party shall immediately forward a copy to the nonmoving party's designated representative. The Parties will exchange the names of their designated representatives in writing. The designated representatives of each Party are to meet and complete the selection of an arbitrator within 30 days after receipt of the list from FMCS, unless extended by mutual agreement.

If the Parties cannot mutually agree upon one of the listed arbitrators, each Party will alternately remove one unique name from the list and repeat the process until one unique name remains. The moving Party will remove the first name. The remaining name shall be selected as arbitrator. If the selected arbitrator is not available, the Parties may request another list or select someone else from the same list using the same process. The Parties will notify the FMCS and the arbitrator in writing of their selection.

Section 3. Cost, Location and Time

The arbitration will be held at the Employer's location or at an alternate site agreed to by the Parties. The arbitration will occur during normal business hours, Monday through Friday, except when otherwise agreed to in writing.

The Parties will each pay one-half of the arbitration fees and expenses, including but not limited to costs incurred for court reporter and transcripts. All non-NIST employee witnesses associated costs shall be paid by the Party calling the witness.

The arbitrator will set the date of the hearing with the concurrence of the Parties' representatives. Once that date has been established, any Party that requests an arbitration hearing be delayed, postponed, and/or canceled for whatever reason shall pay all fees associated with the delay, postponement, or cancellation. In any arbitration where the Parties mutually agree to delay, postpone, and/or cancel an arbitration proceeding,

the Parties will equally pay all fees associated with the delay, postponement, or cancellation.

Section 4. Witnesses

The moving party, their representative(s), and employees who are in a duty status and are called as witnesses may be granted regular work time, to the extent necessary, to participate in the arbitration proceedings without loss of pay or charge to annual leave.

The Parties will exchange lists of witnesses at least thirty (30) days prior to the hearing. The Employer shall arrange to release from work those employee witnesses requested by the Union. The Parties will be granted reasonable time to brief their witnesses. If new witnesses are identified after the witness list submission, such information shall be provided within one business day to the other party. Should the Employer and Union fail to agree on the number or necessity of witnesses, the arbitrator will determine the necessity of the witnesses in dispute.

If the Employer determines that it is not practicable operationally to comply with a request for a witness, the Employer representative will notify the arbitrator and the Union of the reasons for that determination. If, in the arbitrator's judgment, the witness is essential to a full and fair hearing he/she may postpone or continue the hearing until such time as the Employer is able to comply with the witness request.

Each Party may designate no more than two individuals as the Party representative(s) for this proceeding. Additional representatives may participate by mutual agreement. All witnesses shall be sequestered, except for the designated Party representative(s). Witnesses shall not be permitted to observe other testimony or discuss their testimony with other witnesses or potential witnesses prior to the conclusion of the arbitration unless mutually agreed to in writing between the parties.

Section 5. Arbitrator's Authority and Role

A. The arbitrator will have authority to interpret this Agreement and to apply it to the particular case under consideration. However, the arbitrator will have no authority to change, modify, alter, delete, or add to the provisions of this Agreement. The arbitrator shall have the authority to make all determinations regarding the ability to grieve or arbitrate the matter. The arbitrator's decision will be final and binding.

B. Either party may elect to draft the mutually-agreed issue statement that will be presented to the other party 30 days prior to the hearing. The Parties will attempt to stipulate to the issue(s) to be arbitrated. If the Parties fail to agree on a joint issue statement, each will submit its proposed issue statement to the arbitrator at the start of the hearing, and the arbitrator will determine the issue(s) to be resolved. The arbitrator shall

confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her.

In matters covered under Title 5 U.S.C. §§ 4303 and 7512 which have been raised under this procedure, an arbitrator shall be governed by Title 5 U.S.C. § 7701(c)(1) and all applicable laws.

C. The arbitrator will make an initial ruling on the determination on whether the issue raised is subject to arbitration. If the matter is determined to be arbitrable, then the arbitrator will schedule a hearing on the merits. In each case, the arbitrator will render his/her written decision within thirty (30) days after the conclusion of the hearing or after submission of the Parties' written briefs.

D. The Parties may file exceptions to an arbitrator's award with the FLRA in accordance with 5 U.S.C. § 7122 and the FLRA's regulations in 5 CFR Part 2425.

Section 6. Attorney/Representational Fees

Timely requests for attorneys' fees will be awarded consistent with the Back Pay Act, i.e., 5 U.S.C. § 5596.

ARTICLE 35 Contracting Out

A. The Employer will consult with the Union concerning performance of commercial activities under the definitions and provisions of A-76 that will affect employees in the unit. Such consultation will take place prior to within existing law and regulation, the contracting out and the Employer will give due consideration, to the Union's views.

B. The Employer will provide the Union with a copy of any pertinent raw data used as the basis for the A-76 contracting out decision, providing it would not violate the restrictions of the Procurement Integrity Act, Privacy Act, FOIA or other law or regulation or result in any unfair competitive advantage. Providing this information will be subject to the union representative requesting the information first signing a certification that he/she has reviewed the provisions of the Procurement Integrity Act and understands his/her personal role and responsibilities as a procurement officer under the Act. Before the proposed A-76 performance work statement is forwarded to the Contracting Officer, a copy will be provided to the union subject to the restrictions of the Procurement Integrity Act as well as a reasonable opportunity to submit comments and recommendations. This applies to new contracts or modifications to existing A-76 contracts regarding the scope of work.

C. Prior to contracting out, work (non-A-76) typically performed by the bargaining unit, the division chief may consider organizational needs including but not limited

to whether the contracting work can be performed by the bargaining unit at current staffing levels, with employees' skills, by the employer's equipment, or at the time the work needs to be done. The Employer will exercise its impact and implementation (I&I) bargaining responsibilities under the law if more than a de minimus change will occur in conditions of employment which would adversely affect the rights of employees.

D. Any information released to the Union pertaining to proposed contracting out the bargaining unit work will be considered as privileged information and will not be released outside the unit. The information will be provided directly to the designated union representative.

ARTICLE 36

Effective Date and Duration of Agreement

Section 1. This Agreement shall be effective upon membership ratification and completion of agency head review process and will remain in full force and effect for a period of three years from that date. It shall continue in effect from year to year thereafter, unless changed as provided hereunder.

Section 2. This Agreement may be opened for amendment any time after two (2) years from the time it is approved, at the request of either party. The Parties shall meet no later than thirty (30) days after such a request to negotiate the proposed written changes. Unless the proposals would impact on another portion of the Agreement, no other proposals will be acceptable once the negotiations begin.

Section 3. At least sixty (60) days but no more than ninety (90) days prior to the expiration of this Agreement, the party desiring a new Agreement shall give a written notice of this desire to the other party, together with the proposed ground rules for negotiations. Within twenty (20) days from receipt of said notice, representatives of the Employer and the Union shall meet and commence negotiations. During the negotiations, the current agreement will remain in full force and effect.

Section 4. Management will print sufficient copies of this Agreement and provide them to the union representative for distribution to employees. The Union will receive 50 additional copies of the printed Agreement for distribution to new employees. Additional prints of the Agreement will be at the Union's expense until the Agreement is renegotiated. The Agreement will also be available in an on-line format.

The Parties will offer training opportunities to employees on the new Agreement during working hours.

ARTICLE 37
Time Limits

Time limits established in any Article in this Agreement may be extended by mutual agreement of the Employer and the Union.

APPENDIX

For WAMTC, AFL-CIO:

 12-15-16

Charles (Bill) Blevins, President, IBEW, Local 121
Chief Union Negotiator

 12-15-16

Barry Howe, Chief Union Steward, IBEW, Local 121
Union Negotiation Team Member

 12-15-2016

Richard Rhodabeck
Union Negotiation Team Member

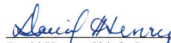
 12/15/16

Durwin Thomas
Union Negotiation Team Member

For NIST:

 12/21/2016

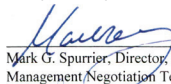
Michaela Bratten, Labor Relations Program Manager
Chief Management Negotiator

 12/16/16

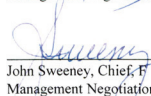
David Henry, Chief, Steam and Chilled Water Generation Plant, OFPM
Management Negotiation Team Member

 12/21/16

Robert Mathews, General Foreman, GFMD, OFPM
Management Negotiation Team Member

 12/16/16

Mark G. Spurrier, Director, Emergency Services Office
Management Negotiation Team Member

 12-16-16

John Sweeney, Chief, Facilities Services Division, OFPM
Management Negotiation Team Member

GRIEVANCE FORM

Grievance Number: _____
Grievance Step: _____

Name of Grievant:	Phone Number:
Name of Management Official:	Phone Number:
Name of Union:	Phone Number:

REPRESENTATION

Employee Initials in appropriate box
Yes No

I have elected to represent myself in this matter:

I authorize the Union to act for me in the disposition of this grievance and authorize the employer to release any information requested by the Union regarding this grievance.

Name of Union Representative/phone number:

I request a formal meeting to present my grievance:

THIS GRIEVANCE IS BASED ON: (Select all that apply)

DATE: (The date the Grievant became aware of the action or incident that gave rise to the grievance)

Collective Bargaining Agreement (CBA) violation (article/section):

Past Practice (describe the practice):

Other: (describe the basis that makes this a grievable issue):

1. Statement of Grievance: (Be specific, include (1) what is being grieved and why; (2) the harm suffered; and, (3) what if anything has been done before filing this grievance to try and resolve the matter. Attach all supporting documentation)

2. List attached supporting documentation:

3. Requested Remedy:

Signature of Grievant:	Date:
Signature of Union Representative:	Received Date:
Signature of Management Official:	Received Date:

SCHEDULING

Date Grievance meeting scheduled for:	Date Grievance meeting held:	Date Grievant Official Notified:
Date Union Official Notified:	Date Management Official Notified:	

Reset Form

Print Form

GRIEVANCE FORM - DECISION

Name of Grievant: _____ Grievance Number: _____ Grievance Step: _____

EMPLOYER'S/UNION'S ANSWER TO GRIEVANCE STEP:
4. (Response needs to address action(s) taken to resolve the grievance, any relief granted and if denied reasons and any documentation relied upon in reaching the decision).

5. List attached supporting documentation:

Name: _____ Title: _____ Signature: _____ Date: _____

Resolved? Yes No
Signature of Grievant or Representative _____ Date _____

Send to Next Step? Yes No
Signature of Grievant or Representative _____ Date _____

6. Reason for Appealing:

MEETING REQUEST

I request a formal meeting to present my grievance: Yes No

SCHEDULING

Date Grievance meeting scheduled for: _____ Date Grievance meeting held: _____ Date Grievant Official Notified: _____

Date Union Official Notified: _____ Date Management Official Notified: _____

If not resolved who is the next level Union/Management Representative?

Union	Management
Name: _____	Name: _____
Title: _____	Title: _____
Phone Number: _____	Phone Number: _____
Email Address: _____	Email Address: _____

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GRIEVANCE FORM CONT'D

Name of Grievant: _____ Grievance Number: _____ Grievance Step: _____

Grievance Statement, Response, Reason continued from NIST-527 or NIST-527A (include item numbers for each continuation from forms NIST-527 and NIST-527A, i.e., 1. Statement of Grievance, 2. List attached supporting documentation, 3. Requested Remedy, 4. Employer's/Union's Answer to Grievance Step Response, 5. List attached supporting documentation, 6. Reason for Appealing):

Additional narrative attached

[Reset Form](#)

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MAR 16 2017



UNITED STATES DEPARTMENT OF COMMERCE
Chief Financial Officer
Assistant Secretary for Administration
Washington, D.C. 20230

AHR-FY17-9

MEMORANDUM FOR Susanne Porch
 Director
 Office of Human Resources Management

FROM: Valerie Smith *Valerie Smith*
 Director
 Office of Policy and Programs
 Office of Human Resources Management

SUBJECT: Agency Head Review of the Resubmission of the NIST-WAMTC
 CBA **Approval**

In accordance with the provisions of 5 U.S.C. § 7114(c) and the Department of Commerce's Labor-Management Relations Handbook, I have examined the provisions of the Revised Collective Bargaining Agreement between NIST and WAMTC that were disapproved by this office on January 13, 2017. The revised CBA was executed on March 8, 2017.

The provisions of the revised CBA are consistent with Federal law, rule, and regulation. Accordingly, I am approving the CBA.

Please contact Frank Milman of my staff on 202-482-3321 if there are questions on this matter.

cc: Frank Milman
 Labor and Employee Relations Officer
 Department of Commerce

 John Guenther
 Acting Chief, Employment and Labor Law Division/OGC
 Department of Commerce

