

## United States of America

## BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of

NUCLEAR REGULATORY COMMISSION  
ROCKVILLE, MARYLAND

and

NATIONAL TREASURY EMPLOYEES UNION

Case No. 13 FSIP 37

DECISION AND ORDER

The National Treasury Employees Union (Union or NTEU) filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and the Nuclear Regulatory Commission, Rockville, Maryland (Employer or NRC).

Following investigation of the request for assistance, which arose during midterm bargaining over five articles in the parties' collective bargaining agreement (CBA), the Panel directed the parties to resume negotiations with the assistance of a private mediator-factfinder of their choice. If any issues remained unresolved at the conclusion of facilitated bargaining, the factfinder would submit to the parties and the Panel a written report with recommendations and rationale for resolving the issues. In the event that a party did not accept the factfinder's recommendations it would notify the Panel and the other party, in writing, and identify the unresolved provisions. Thereafter, the Panel would take whatever action it deemed appropriate to resolve the issues.

Pursuant to the Panel's directive, the parties selected Factfinder Herbert Fishgold who conducted 4 days of mediation, on April 4, 5, 9 and May 2, 2013, which resulted in complete agreements on three articles, partial agreement on a fourth article and no agreement on a fifth. The parties submitted to the Factfinder their final offers and supporting briefs on the remaining issues in Article 22, Performance Awards, and Article 25, Performance Appraisal System. On June 28, 2013, the

Factfinder issued a report in which he recommended that the remaining issues in both articles be resolved on the basis of the Employer's proposals. The Union notified the Panel that it agreed to the Factfinder's recommendation with respect to Article 25, but did not agree to accept his recommendation concerning resolution of Article 22. The Panel then ordered the Union to show cause why the Panel should not resolve the impasse over Article 22 on the basis of the Factfinder's recommendation, and gave the Employer an opportunity to reply to the Union's submission. The parties also were informed that after considering the entire record, the Panel would take whatever action it deemed appropriate to resolve the impasse, which may include the issuance of a *Decision and Order*.

In response to the *Order to Show Cause (OSC)*, the Union submitted to the Panel a modified version of its proposal on Article 22, Section 22.3, "Data Provided to NTEU," which essentially eliminated a requirement to provide the Union with performance award information for bargaining-unit employees (BUEs) by name and replaced it with provisions that would require management to release to the Union information on BUE awards broken down by race, sex, national origin and age, as well as information concerning awards given to non-bargaining unit employees. All other aspects of the Union's proposal for the Performance Awards article remained the same. The Employer submitted a rebuttal statement of position.

Subsequently, on August 28, 2013, the Union filed a *Motion to Suspend Jurisdiction* in which it asks the Panel to defer resolution of Article 22 because the Union has litigation pending in the grievance/arbitration and unfair labor practice (ULP) forums that it contends must be resolved first before the Panel renders a decision over the parties' impasse. In reaching its decision, the Panel has now considered the entire record.

#### BACKGROUND

The Employer's mission is to protect public health and safety through the regulation of all non-military uses of nuclear material, including oversight of 104 nuclear power reactors in the United States, disposal of nuclear waste and licensure of new nuclear reactors. The Union represents approximately 2,800 employees, including engineers, scientists, attorneys and administrative assistants who are stationed in the Employer's Headquarters Office in Rockville, Maryland and four Regional Offices located in King of Prussia, Pennsylvania, Arlington, Texas, Atlanta and Chicago. The parties' current CBA

expired on November 1, 2013, but its terms remain in effect until a successor CBA is negotiated and implemented.

#### MOTION TO SUSPEND JURISDICTION

As noted above, the Union has filed a *Motion to Suspend Jurisdiction* asking that the Panel hold final resolution of the issues in abeyance until other third-party litigation has concluded. Essentially, the Union asserts that: (1) The Employer's proposal is illegal because it gives total discretion to management concerning the operation of the awards program, thereby denying the Union its statutory right to negotiate over a mandatory subject of bargaining; (2) The Employer's failure to provide the Union with information necessary for it to participate in the bargaining and impasse processes prejudiced the Union; and (3) The requirement, under the Employer's proposal, that the Union withhold certain information from BUEs interferes with the Union's collective bargaining relationship with employees, all of which demonstrates that the Employer has bargained in bad faith. The Union has pending in other forums three ULP matters -- including a Complaint awaiting decision by an administrative law judge (ALJ) and two grievances over the awards process -- which it contends must be resolved before the Panel renders a decision on the substantive issues. Moreover, the Union already has notified the Employer that it is reopening the entire contract, including the five articles that were the subject of mid-term bargaining, implying that any Panel decision on Article 22 is likely to be short-lived as the bargaining process is about to start all over again.

After considering this threshold matter, the Panel hereby denies the Union's *Motion to Suspend Jurisdiction*. In this regard, we conclude that it is appropriate to take final action to resolve the parties' impasse over Article 22, Performance Awards. The Union has availed itself of third-party processes whose outcomes are speculative and likely to involve lengthy periods of time before they are brought to closure. In our view, there is no need to delay the Panel's processes in favor of those which the Union has, only recently, set in motion. In the event the Union prevails with respect to its allegations of bad faith bargaining by the Employer, or wrongful denial of requested information, the Union may pursue enforcement against the Employer.

### THE FACTFINDER'S RECOMMENDATION

Overall, the Factfinder recommended the adoption of the Employer's proposal<sup>1/</sup> which would eliminate the wording in the current CBA that calls for a 1.6-percent awards budget but would commit to award parity between BUEs and non-BUEs at the same grade level and with the same rating or score.

The Factfinder reported that the Union's proposal<sup>2/</sup> would provide a mandatory entitlement to performance awards, remove most of management's discretion in the award process, and replace it with a formula devised by the Union to determine who would receive awards and how much money would be awarded to them by establishing a "shares program" based on employee grade level and appraisal scores. Moreover, the proposal would dictate the Agency awards budget for non-BUEs, including senior level employees who are in a separate appraisal and pay system for performance compensation. In rejecting the Union's proposals, the Factfinder stated that in addition to considering an employee's performance rating, management discretion is necessary to recognize higher performing/skilled employees; to determine the amounts to be allocated to different types of awards; to assess the impact of an employee's performance contribution; and to factor in whether the employee has been recently promoted and whether organizational performance goals have been met. He concluded that the Union was proposing an awards system that has no foundation in the parties' past practices. Moreover, the Factfinder noted that previous Panel cases have recognized that mandatory awards would limit an employer's discretion to use awards as an effective tool. According to the Factfinder, the Union did not present hard evidence to demonstrate that the current system has caused morale problems or been abused by management. Rather, the record shows that NRC employees are generally satisfied with the awards program. Of the 2,525 BUEs rated in fiscal year (FY) 2012, 2,322 were rated "Outstanding" or "Excellent," and 1,622 received an award. Moreover, he concluded that the Union's proposal for a mandatory 1.6-percent awards budget ignores current fiscal conditions. Finally, the Factfinder stated that the Union failed to show unfairness between award amounts for managers and BUEs and the Union has not filed grievances over

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1/ See Appendix A for the full text of the Employer's proposal.

2/ See Appendix B for the full text of the Union's modified proposal.

the awards system.<sup>3/</sup>

### ISSUE AT IMPASSE

The parties disagree over whether the Panel should adopt the Factfinder's recommendation that the Performance Awards article be resolved on the basis of the Employer's final offer.

### POSITIONS OF THE PARTIES

#### a. The Union's Position

Assuming the Panel decides to reach the merits of the issue, the Union contends that it has shown cause why the Factfinder's recommendation should not be adopted and why its modified proposal on Article 22, which would require that annual performance awards be granted to all BUEs rated above the fully successful level, should be imposed instead. Essentially, awards would be based upon a formula whereby an employee's numerical performance appraisal rating score is multiplied by the employee's grade to determine the number of award shares to which the employee is entitled. The monetary value of an award share would be determined by totaling the number of award shares for all employees in a program office, i.e., Office of the General Counsel, Human Resources, Administration, etc., and dividing the number of award shares for each office into the amount of award money set aside for the office. The Employer would have the discretion to determine how much money is to be set aside to fund awards but, if the fund is less than 1.6 percent of the annual straight-time compensation of all BUEs, then the BUE award fund would be the same percentage of salary determined for managerial and supervisory employees, excluding employees in the Senior Executive Service. The Employer, however, would have the discretion to increase the fund for managerial and supervisory awards by 0.4 percent, rendering it higher than the fund for BUE awards. The Union recently modified the portion of its proposal concerning the data it would be provided by the Employer. In this regard, the Union would be provided information, beginning with the 2012 performance awards program, that is broken down by ethnicity, sex and age concerning the number of BUEs eligible to receive awards and the number that actually received awards; the total

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<sup>3/</sup> It appears that the grievances and a ULP charge recently filed by the Union were initiated after the Factfinder's recommendation and are focused more on a failure to provide information than on allegations of disparity in awards.

number of BUEs and supervisory/managerial employees eligible for awards, the number who received them, and the dollar amount of awards granted; and the criteria used to set award amounts.

The Panel should not give deference to the Factfinder's recommendation because it lacks "clear and convincing" rationale. The Factfinder misconstrued the Union's proposal, and his rationale is "flagrantly inconsistent with the Union's proposal and representations made by the Union during the hearing and in its post-hearing brief." In this regard, the Factfinder incorrectly states that the Union's proposal would mandate performance awards. To the contrary, the Union's proposals only require the Employer to treat BUEs the same as it chooses to treat non-BUEs. If non-BUEs do not receive performance award money, then BUEs would not receive awards either. The Union's proposal does not mandate funding of an awards program; rather, the Employer has discretion to determine the awards budget, just as it did under the current CBA where the Employer set the awards budget at 1.6 percent of the total of BUE salaries.

Furthermore, the Factfinder incorrectly placed upon the Union the entire burden of demonstrating a need for a change in the status quo when both parties were proposing to change the existing practice that mandated a 1.6 percent annual awards budget. Management's proposed change was "far more significant" than the Union's because the Employer seeks total discretion for an awards program, one that lacks "rules, funding protections, or sunshine." In contrast, the Union offers a compromise that does away with the mandate, but has structure.

The Factfinder's conclusion that the Union failed to support with evidence its position that the Employer's performance awards program has resulted in unfairness and inequities is "unconvincing." To the contrary, the Union provided evidence during the hearing that, among the Employer's Regional Offices, there was a difference of over \$1,500 in awards among employees at the same grade and at the same appraisal rating level, which demonstrates, on its face, unfairness and inequity. The Union also provided evidence during the hearing that some offices gave awards to 100 percent of BUEs, or nearly 100 percent, while other offices only award 50, 59 and 60 percent of their BUEs. In addition, the Factfinder cited previous Panel decisions on awards that were consistent with his recommendation, but ignored a "critically important policy statement by the Panel supporting equity in award funding" in which it ordered that another agency use the

same criteria for reducing BUE awards as it uses to reduce non-BUE performance awards. In this connection, the Union's proposal provides a framework of requirements for the operation of the award system necessary to ensure that all BUEs are treated the same. These rules are needed to remedy the Employer's practice of having different budgets for awards in each of its 20 offices and using different criteria for funding awards in each office.

The Factfinder recommended a resolution that is illegal because it would require the Union to bargain below the level of recognition. In this regard, the Union maintains that if 20 offices within NRC are permitted the discretion to determine their award programs, the parties potentially may be coming to the Panel for assistance 20 times in 1 year. The Union cannot be forced to bargain below the level of recognition and the Panel is without authority to impose such an outcome. Contrary to the Factfinder's conclusion that the Union did not rebut the Employer's survey results, ignored the high number of employees who receive awards, and failed to provide evidence of unfairness in the current program, the record demonstrates that the Union submitted "substantial evidence of disparities" in how awards are granted, funded, and the individual amounts set.

The portion of the Union's proposal concerning award data is necessary to assess whether any civil rights laws are being violated by the distribution of awards. It has been modified to deflect the Employer's claim that the Union's last best offer, as presented to the Factfinder, violated individual employee privacy. The modified proposal seeks data in an "aggregated format" where an individual's performance rating and annual award would not be revealed. The Factfinder's statement is "nonsensical," as well as "unconvincing," that the Union's need for data is not supported by evidence that the Employer has administered the awards program in violation of the CBA, law or regulation. The Employer has a "long-term refusal" of providing the Union with the raw data the Union needs to determine whether laws or the CBA have been violated. It is because of this refusal that the Union has included a data provision in its proposal. The parties have a ULP complaint pending decision before an ALJ because of the Employer's prior refusal to provide the Union with data. The proposal could help avoid "potential litigation" if the Employer is required, by contract, to provide the data necessary for the Union to make assessments about the fairness of the Employer's administration of the awards program. The Union receives data about award distribution by race, gender, national origin and age from the Federal Deposit Insurance Corporation, the Securities and Exchange Commission

and the Office of the Comptroller of the Currency where NTEU also represents employees, so it is difficult to reconcile the release of that information by other agencies with the Employer's position that it would be illegal to do so.

b. The Employer's Position

The Employer agrees with the Factfinder's recommendation that management's proposal should be the basis for resolving the impasse over the Performance Awards article. In essence, the proposal would give the Employer discretion to determine its budget for performance awards within each office and tie a performance award to an employee's annual performance rating. While there would be no guarantee of an award, the Employer would ensure that the funding of performance awards within each office is consistent between BUEs and non-supervisory non-BUEs at the same grade and with the same performance rating. The Employer would implement the awards program in a fair and equitable manner. Furthermore, the Employer would be required to discuss with Union representatives anticipated BUE performance awards and provide information concerning the structure for BUE awards for offices, including the rating levels or scores needed to receive awards and the amount of award for each grade and performance rating score. The Union would be allowed to comment on this information, with the Employer retaining the right to accept or reject comments and to issue awards. After issuing awards, the Employer would provide information to the Union concerning the amount spent on BUE performance awards and it would provide the Union with an electronic spreadsheet of the following data, excluding employee names, for each BUE: occupational category, grade, summary rating for annual rating of record, performance score, performance award amount, race/national origin, gender, and age by "under 40" or "40 and over."

In support of the Factfinder's recommendation, the Employer states that its proposal allows management to retain the discretion it has had for over 20 years to determine its budget for awards and how awards should be distributed.<sup>4/</sup> Such

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<sup>4/</sup> Although the current CBA provides that "(t)he NRC has determined that it will distribute an amount equal to at least 1.6 [percent] of the Agency salary budget to bargaining unit employees as performance awards," it appears that the Employer takes the position that the decision to have a 1.6-percent awards budget was solely by management and not reached through negotiations. The Union



discretion over awards in each office enables management to support a performance culture by recognizing individual contributions to each organization. The current contract wording, which provides that there is "no entitlement to a performance or other type of incentive award," has been in the parties' CBAs since 1992, and there is no justification to change it now.<sup>5/</sup> The Factfinder correctly concluded that there was no justification to change the *status quo* by implementing a mandatory awards program. While awards are not uniform across NRC because it has followed a long-established practice of exercising discretion in performance awards, the awards have been fair and justified. The Factfinder also correctly noted that a program mandating awards, as the Union proposes, would be contrary to the Office of Management and Budget's directive that agencies not pay awards during sequestration "unless legally required" and, where there are contractual obligations to pay awards, to discuss revision to such provisions with exclusive representatives.

The Employer's proposal concerning award data to be provided to the Union is more extensive than that afforded under the current CBA. Management proposed a change to satisfy the Union's expressed concern for greater transparency in the awards process. It was appropriate for the Factfinder to conclude that the Union failed to support its "need" for data because it has not been able to demonstrate the Employer's administration of its awards program violates either the CBA or law. Rather, the Employer asserts that the Union is attempting to obtain through contract terms what it has been unsuccessful in obtaining through the grievance/arbitration process, noting that an arbitrator concluded that the Union had failed to demonstrate a particularized need for the data. The Union's proposal for data is merely a "fishing expedition" that would allow it to "police" an awards program that has never been determined to be unfair or inequitable.

The Factfinder correctly stated that the Panel has noted, in another case involving awards, that where an employer was

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also acknowledges, in its Statement of Position to the Panel, that the Employer's decision to fund BUE awards at 1.6 percent of their salary budget was a "permissive" matter for the Employer.

<sup>5/</sup> In a 2011 grievance filed by the Union, the Employer successfully defended its position that under the 2009 CBA (currently in effect) awards are not an entitlement.

able to justify having proportionately greater awards for supervisors, the Panel would support contract wording that comported with the justification.<sup>6/</sup> The Employer's discretion in the administration of its awards program is justified because circumstances exist within the Agency where supervisors and managers are at the same grade level as the BUEs they supervise; in that situation, the Employer especially needs the flexibility to provide greater monetary incentives for supervisors and managers to reward their performance.

#### CONCLUSION

Having carefully considered the Union's response to the OSC, and the Employer's rebuttal statement, we conclude that the Union has failed to show cause why the Factfinder's recommendations should not be imposed to resolve the parties' impasse over the Performance Awards article. In our view, the Factfinder has supported his recommendations with clear and persuasive rationale and they do not otherwise appear to be illegal. The Union's response to the OSC mainly boils down to a disagreement with the Factfinder's assessment of the merits of its position, which is one of the risks inherent when parties present a dispute to a third party. As to its claim that the Employer's proposal is illegal because it potentially would require the Union to bargain below the level of recognition with 20 of the NRC's "offices," the provisions clearly give the Employer the discretion to determine the awards budget, thereby eliminating bargaining with individual offices. In addition, contrary to the Union's assertion that its proposal would not mandate awards, the wording specifically states that employees "rated annually above the Fully Successful performance appraisal level shall receive awards, as outline[d] below, i.e., those earning a rating of Excellent or Outstanding." Finally, there is little justification in the record to support the adoption of the Union's recently-revised award data provision, which would bind the Employer contractually, on an annual basis, to provide information that the Union previously has been unable to successfully demonstrate a need for. Accordingly, we shall order the adoption of the Factfinder's recommendations to

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6/ See Federal Election Commission and Chapter 209, National Treasury Employees Union, 99 FSIP 168 (2000), where the Panel ordered the adoption of the employer's awards proposal, concluding that it justified granting managers and supervisors proportionally higher awards than the employees they supervise because managers and supervisors frequently were at the same grade level as BUEs.

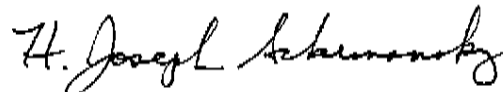
resolve the parties' impasse.

ORDER

Pursuant to the authority invested in it by the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7119, and because of the failure of the parties to resolve their dispute during the course of proceedings instituted under the Panel's regulations, 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel, under 5 C.F.R. § 2471.11(a) of its regulations, orders the following:

The parties shall adopt the Factfinder's recommendations to resolve their impasse over the Performance Awards article.

By direction of the Panel.



H. Joseph Schimansky  
Executive Director

November 13, 2013  
Washington, D.C.

## **APPENDIX A Employer's Proposal**

### **Article 22, Performance Awards**

#### **22.1 Availability**

While, there is no entitlement to a performance award or other type of incentive award, it is important to the NRC to recognize and express appreciation for individual and group achievements of employees.

#### **22.2 Implementation**

The NRC has determined that it will implement its awards program in a fair and equitable manner. All performance awards amounts within each Office (either as a percentage of each employee's salary or as fixed dollar amounts) will be tied directly to employee annual performance ratings. The NRC will consider employees who receive a performance rating of Outstanding for a performance award before considering employees who receive a performance rating of Excellent. An employee who receives an Outstanding rating but does not receive a performance award will be entitled, upon request, to an explanation for the lack of award.

An employee whose appraisal and rating is delayed will receive the appropriate award amount when the rating is issued. For employees whose employment with the Agency does not cover the entire annual rating period, awards will be calculated on a pro rata basis.

The amount of performance awards within each office will be consistent between bargaining unit employees and nonsupervisory nonbargaining unit employees at the same grade and with the same rating or score.

#### **22.3 Data Provided to NTEU**

22.3.1 - Office Directors/Regional Administrators or their designees will discuss anticipated bargaining unit employee performance awards with the designated union representatives. The information will include the structure for bargaining unit awards for that office including the rating levels or scores to receive awards and the amount of award for each grade and performance rating or score. It will also include an explanation of any other considerations (such as but not limited to consideration of part time work schedule and recency of hire/promotion), and such considerations will be applied consistently throughout the office.

The information provided to union representatives for the purpose of commenting on anticipated awards will be held in the strictest confidence and will only be used for the purpose of providing comments to the Office Director/Regional Administrator and his/her designee. The union representatives will keep this information confidential and will not duplicate, discuss, share, or otherwise reveal this information with anyone other than the NTEU Chapter 208 Executive Committee (the President, Executive Vice President,

Treasurer, and Secretary) and the Office Director/Regional Administrator or his/her designee.

Information about anticipated awards will be provided to the designated NTEU representative for review and comment at least fourteen (14) calendar days before the awards are submitted for processing. NTEU will submit any comments within seven (7) calendar days of receiving the information so that all comments may receive appropriate consideration prior to finalization of the awards and submission for processing. After considering any comments from NTEU, management retains the right to accept or reject comments and to issue awards.

22.3.2 - After issuing performance awards, NRC will provide information to NTEU about the aggregate amount spent agency-wide on bargaining unit performance awards for the cycle.

To the extent permitted by law and consistent with the need to avoid individual identification, on an annual basis, no later than 120 calendar days after the end of the rating period, the NRC shall provide NTEU with an electronic spreadsheet of the following bargaining unit data, excluding employee names showing for each bargaining unit employee:

- His/her occupational category (Professional, Administrative, Technical, Clerical, Other and Blue collar).
- His/her grade
- Summary rating for annual rating of record
- Performance evaluation score
- Performance award amount
- His/her race/national origin
- His/her gender
- His/her age by "under 40" or "40 and over"

Note where there are fewer than 10 employees in a particular category, they will be listed with another category. For example if there are 7 "Native American" employees and 4 "Asian Pacific Islander" employees, their national origin will be listed as "Native American/Asian Pacific Islander" as a combined group.

#### **22.4 Other Awards**

The receipt of a Special Act or Service Award, or group award, does not preclude an employee from receiving a performance award.

#### **22.5 Nomination by Employees**

Any employee may recommend another bargaining unit employee for an award. Such a recommendation must be in writing, be signed or e-mailed, and stipulate the basis for the award. Employees are not permitted to nominate themselves.

## APPENDIX B UNION'S PROPOSAL

### Article 22, PERFORMANCE AWARDS AND RECOGNITION

#### 22.1. General Policy

NRC will reward employee achievements consistent with the requirements of law, government-wide regulation, this agreement, and any agency regulations or policies not in conflict with this agreement and which have been the subject of appropriate notice and negotiations.

#### 22.2. Awards Formula

1. Those employees who are rated annually above the Fully Successful performance appraisal level shall receive awards as outline below, i.e., those earning a rating of Excellent or Outstanding.
2. For every employee rated above Fully Successful, the agency will multiply his/her annual performance appraisal score by his/her salary grade to determine the number of award shares the employee will receive. For example, if an employee has an appraisal score of 3.0 and occupies a GG-14 level position, he/she will receive 42 shares.
3. Absent an agreement with the NTEU Chapter, no other criterion or factor will be considered to determine the number of employee shares.
4. Once the shares are awarded to individuals rated above Fully Successful, the shares of all employees in each individual NRC Program Office, e.g., NRO, OGC, etc. will be totaled to determine the total number of award shares for that office. For purposes of this article NRC Regions will be treated as separate offices. For example, if an office has ten unit employees rated above Fully Successful, each at the GG-14 grade and with an appraisal score of 3.0, the total number of shares for that office/region would be 420.0.
5. The total number of shares for each office will be divided into the amount of award money set aside for awards in that office/region to identify the monetary value of each share. That amount will be determined as described immediately below.

For example, if an employee has earned 42 shares and the value of a share in that office/region is determined to be \$20.00, the employee would receive an award amount of \$840.

6. The agency determines how much money will be set aside to fund this award program. However, if it sets aside an amount that is less than 1.6% of the total annual aggregate straight-time compensation of all unit employees on the rolls as of the end of the last full pay period in September, it will be the same percentage of salary as given to the managerial and supervisory non-unit employees. If the latter group receives what amounts to 1.3% of their total aggregate straight-time compensation as determined as of the same date, then the unit employees will receive 1.3%. (For purposes of this Article, SL employees will be considered to be in the managerial/supervisory group, but SES employees will not.)

If the agency pays the unit 1.6% it can pay the managerial and supervisory employees up to .4% more than it pays the unit. While management is free to fund the managerial/supervisory awards at any level it wishes, if the difference in funding is more than .4% above the unit funding, the unit funds will be increased a similar percentage. For example, if the agency funds the managerial/supervisory awards at 2.4%, it will fund unit awards at 2.0%

7. Award amounts will be adjusted to prorate them for the number of pay periods the employee worked during the award year. For purposes of this section alone the term "worked" means "compensated." For example, if the employee only worked 13 of the 26 annual pay periods, his/her award amount will be reduced in direct proportion. For example, if the employee was entitled to \$840 based on the calculation above, he/she would only receive \$420.

### 22.3. Data Provided to NTEU

1. During the same pay period in which awards are to be announced to employees, but at least two work days in advance of the employee announcement, the agency will provide to the NTEU chapter president and NTEU national field representative a single, integrated electronic spreadsheet that provides the following data on each unit employee:

1. Grade
2. Average Appraisal Score
3. Award Amount
4. Proration Percentage
5. Basic Salary Plus Locality Amount
6. Race, e.g., Caucasian, Black, etc.
7. National Origin- Hispanic, Asian, Native American
8. Gender (M/F)
9. Age or at the agency's option those 40 and above.
10. Office, or Region Number

2. Simultaneous with delivery of the information listed above the employer will provide the union a single, integrated electronic spreadsheet reporting the following information on non-unit employees: #1, 2, 3, 4, 5, and 10.

3. Delivery of this information does not constitute a waiver of any other right NTEU has to award or demographic-related information.

#### 22.4 Other Awards

Should the employer wish to distribute performance-based monetary Special Act or Service Awards, group awards, or Quality Step Increases in addition to the individual performance-based awards above, it will serve advance specific notice on the union of the details of the program and complete any requested bargaining before implementing those awards.