

UNION PROPOSAL  
UNION FACILITIES

## SECTION 1

The Employer agrees to provide, at no cost, a Union office at the duty location of the Union President. The office will be provided with standard office furnishings, a locking filing cabinet, and a conference call capable telephone and FTS line. In addition, the Employer agrees to provide Union Representatives, at each duty station and at no cost, the use of their assigned office for representational duties. The Employer agrees to provide the Union Representatives at each duty station and at no cost, with (1) the use of a fax machine/copier, (2) a mailbox in the mailroom designated for the Union, (3) a telephone with long distance/FTS/voice mail, (4) a lockable filing cabinet and (5) the use of their assigned personal computer and printer with standard software, programs and capabilities compatible with the Agencies technology and E-mail/Internet, (6) the local and its representatives may use the interoffice mail system for regular representation communications, (7) consistent with postal regulations, the Union will have use of metered mail limited to representational matters, (8) the Employer will provide, to the extent possible, adequate facilities for membership drives at locations that will provide access to unit employees during break and lunch periods and other non-duty hours. As with all other government employees, Union representatives are responsible under the Standards of Conduct and other applicable regulations for ensuring that the above will be used only for official use and authorized purpose and will not be put to uses that would reflect adversely on the Employer.

## UNION PROPOSAL

### EMPLOYEE AND REPRESENTATIVE TRAVEL

The NEFSC video conferencing system will be used for employee grievance meetings and arbitration hearings to the maximum extent possible to reduce the need for travel. Telephone communication may be used during Union/Employer grievance discussions.

When travel cannot be avoided, bargaining unit employee grievance meetings will be normally held at the present duty station of the grievant. Unless agreed to, or directed otherwise by competent authority, Employer and Union grievance meetings, arbitration hearings and midterm negotiations will be held at the duty station of the local Union President. The Employer will pay reasonable travel, and per diem costs (in accordance with Federal travel Regulations) associated with these meetings, grievance investigations, bargaining unit representative(s), witnesses and grievant(s). To help minimize costs, a government owned vehicle will be used by bargaining unit employee(s) and their bargaining unit representative(s) when authorized by the Employer to attend grievance meetings, arbitration hearings, and negotiation sessions held away from the respective duty stations.

## UNION PROPOSAL

### UNION REPRESENTATIVES/OFFICIAL TIME

#### SECTION 1

The obligation to represent the employees of a unit requires that Union representatives have reasonable access to bargaining unit employees and responsible management representatives of USDOC NEFSC.

#### SECTION 2

The Union will provide the Employer, within 15 calendar days of the execution of this agreement (and within 10 calendar days of any subsequent changes), the names and titles of all officers and stewards of the Union.

#### SECTION 3

The Employer agrees to recognize Union Representatives to be designated by the Union. Upon request Union Representatives shall be granted official time to perform representational activities pursuant to the terms and conditions of this Agreement, and Chapter 71 of Title 5 of the U.S. Code. Union Representatives desiring official time for representational functions shall obtain approval from their immediate supervisor prior to leaving their work areas and shall report to their immediate supervisor upon their return. In accordance with the U S Code, such official time does not extend to such activities as solicitation of membership, collection of dues, campaigning for officers, or other matters pertaining to the internal business of the Union.

#### SECTION 4

The Union recognizes its responsibility to ensure that Union representatives do not abuse their authority by unduly absenting themselves from their assigned work areas and that they will make every effort to perform their authorized functions in an expeditious manner.

#### SECTION 5

The Union agrees that prior to conducting representational duties, authorized Union representatives shall first request permission from their supervisor and, if applicable, the supervisor of the employee to be contacted. Permission will normally be granted unless such absence would cause an undue interruption of work of either the representative or the Employer. If the Union official or employee cannot be spared at that time, the supervisor will inform the official of the time that permission may be granted.

#### SECTION 6

There shall be no restraint, interference, coercion, or discrimination against Union representatives because of the performance of their approved official representational duties. A Union representative shall not use official time in his/her position as a Union representative for matters outside the scope authorized by this agreement and will conduct his/her approved business with dispatch. Union representatives may receive, but not solicit, complaints and/or grievances of employees on official or duty time. Agency staff, equipment, or property will be used in conjunction with or as a result of representational function only as provided in this agreement.

#### SECTION 7

In those instances where a Union representative's use of official time does not comply with the provisions of this agreement, the Employer will initially discuss the matter with the Union representative in order to find a satisfactory solution. Questions regarding abuse of official time can be adjudicated through the negotiated grievance process.

#### **SECTION 8**

Official time recording is a bilateral system set up to meet the OPM requirement that a record of official time used in the performance of representational duties be maintained. Each Union Representative will maintain a bi-weekly account which will show the authorized total time spent on representational duties and the specific purpose for usage in accordance with the format shown in Appendix XYZ. The appropriate supervisor shall indicate approval by initialing on the log for each period of time spent on approved representational duties. The log shall be forwarded to the NMFS NEFSC Director's designee through the local supervisor on a bi-weekly basis no later than the Monday following the end of each pay period. When no official time has been used, the Union Representative need not submit a report.

#### **SECTION 9**

Union representatives will be authorized a bank of 300 hours of administrative leave annually during the life of this agreement to attend appropriate labor relations training provided that the subject matter of the training is of mutual benefit to the Employer.

Requests will be made in writing to the NEFSC Center Director or designee. Requests will be submitted as far in advance as possible. Requests will include a copy of the agenda or program and a description of the training for which the administrative leave is requested. If representative's request is denied, the Union will be notified in writing as to the reason for the denial. Requests for additional time will be considered on an ad-hoc basis.

# REPRESENTATION TIME LOG

Name \_\_\_\_\_

Pay Period Beginning \_\_\_\_\_

Date	Time		Purpose	Representative & Supervisor's Initials
	Beginning	Ending		

UNION PROPOSAL  
GRIEVANCE PROCEDURE

SECTION I

The purpose of this article is to establish the procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any bargaining unit employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any bargaining unit employee; or (c) any bargaining unit employee, the Union or the Employer concerning the effect or interpretation or a claim of breach of the collective bargaining agreement, or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure will be the exclusive procedure for resolving such complaints except for the following matters, which are specifically excluded from the procedure:

- A. Any claimed violation of Sub Chapter III of chapter 73 of 5 USC (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for national security reasons (Section 7532 Title 5 USC);
- D. Any examination, certification or appointment;
- E. The classification of any position that does not result in the reduction-in-grade or pay of an employee;
- F. Non-selection for promotion from a group of properly ranked and certified candidates;

- G. Issues outside the bargaining unit. In such cases the Agency grievance procedure will be followed;
- H. An action terminating a temporary promotion;
- I. The discharge of a probationary employee's or an employee serving a probationary or trial period;
- J. Notice of proposed actions, warnings and admonishments and;
- K. Any issue where there would be no tangible relief to the grievant provided that this Agreement is not violated.

## SECTION 2

Employee(s) utilizing the negotiated grievance procedure will have the right to be accompanied, represented and/or advised by the Union. In addition, an employee and/or group of employees have the right to present or process a grievance under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to be present, on official time, during any and all formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed.

## SECTION 3

All time limits specified in this Article are binding. All grievance decisions will be made as promptly as possible at each level of consideration described herein. However, time limits may be extended by mutual agreement provided that a request for extension is presented prior to the end of the prescribed time limit. In considering an extension, the parties will consider (1) the length of the delay, (2) the existence of circumstances

beyond the control of the party, and (3) whether prejudice to the Employer or the Union would result from the extension of the time limits.

Failure to meet the time limits for issuance of a decision will allow the grieving party to proceed to the next step upon written notification. If the employee(s), the Union or the Employer fails to elevate a grievance within the time limits prescribed within this procedure, the grievance will be considered terminated.

#### **SECTION 4**

If available, evidence and supporting documentation, which is relevant to the resolution of the grievance, will be introduced at each step of the negotiated grievance procedure. For the purpose of this Agreement, evidence includes, but is not limited to, both documented oral and written presentation of facts. Authorized individuals attending grievance meetings will be allowed official time for the duration of such scheduled meetings.

#### **SECTION 5**

The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance by an employee will not cast any reflection on the employee's standing with the Employer or on their loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the Employer or the Union.

#### **SECTION 6**

Except in the case of disciplinary actions, the Union and the Employer may mutually agree that individual identical grievances will be joined at Step 2 and processed as one

grievance throughout the remainder of the procedure. The decision thereon will be binding on all others in the related grievances.

#### SECTION 7

In the event either party should declare a grievance not grievable or not arbitrable, the original grievance will be considered amended to include this issue. The Employer and the Union agree to raise any question of grievability or arbitrability of a grievance as soon as possible but no later than the issuance of the written decision in the Step 2 of the grievance procedure. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

#### SECTION 8

The following applies with respect to grievance resolution:

- A. The filing party may terminate the processing of a grievance at any time.
- B. If all Parties agree to the means of resolving the grievance, they shall state their agreement in writing, signed by all parties. This will constitute the final resolution of the grievance.
- C. Either party or the grievant may not raise new issues after the decision is rendered at Step 1 of this procedure.
- D. If any employee who has filed a grievance leaves the bargaining unit before a decision is reached on a grievance that is being processed; the grievance is terminated unless this Agreement is violated or the employee can be granted tangible relief.
- E. When a decision concerning a disciplinary or adverse action is accepted by a grievant, it will be deemed settled in its entirety, and neither the grievant nor the Union may proceed further with the grievance or appeal. Such a settlement shall not be precedent in

any future grievance or appeal involving a subsequent disciplinary or adverse action, but such disciplinary or adverse actions can be considered as aggravating factors in penalty selection for future disciplinary or adverse actions.

## SECTION 9

### **Employee Grievances:**

An employee may present a grievance to the Employer and have it resolved with or without the services of the Union. If presented without Union representation, such grievances may be resolved without Union intervention, provided the resolution is not inconsistent with the terms of this Agreement. The Union will be provided with a copy of the final determination.

#### **Step 1**

A. The aggrieved employee, designated employee(s), and/or Union representative will present grievances in writing to the first line supervisor or the management official/supervisor who gave rise to the grievance. All grievances must be presented in writing within twenty (20) workdays after receipt of the notice of the action giving rise to the grievance, or the action, occurrence of the incident, or aware of (or should have been aware of) the incident giving rise to the grievance. At a minimum, the grievance will contain:

- A. The grievant(s) name, duty assignment and telephone number;
- B. The specific nature of the grievance, including the identification of any provisions of the Labor Management Agreement alleged to have been violated, if known, the

provisions of any law, rule and/or regulation affecting conditions of employment alleged to be violated;

C. The name, address, and telephone number of the designated representative, if any;

D. The remedial action desired, and;

E. The grievant(s) that are self-represented will sign and date the grievance.

The supervisor receiving such grievance will meet, upon mutual agreement, with the employee and/ or representative within ten (10) workdays of receipt of the grievance. The supervisor will render a decision in writing to the employee and the Union within ten (10) workdays after the meeting.

## **Step 2**

When a grievance reaches Step 2, it will be considered formal. A formal grievance must be presented by the employee and/or designated representative to the NEFSC Science and Research Director, (S&RD), or his/her designee within ten (10) workdays after the decision rendered at Step 1. This formal grievance must be in writing and include a record of the proceedings at Step 1 and state the basis for advancing the grievance to Step 2. If a meeting with the S&RD is requested a written decision will be issued within ten (10) workdays of the meeting; otherwise, a written decision will be issued within ten (10) workdays of receipt of the formal grievance. If the grievant/Union is not satisfied with the decision of the NEFEC Science and Research Director or his/her designee, the Union may invoke arbitration in accordance with the Arbitration Article. A copy of the decision will be provided to the Union. If no written decision is issued at step 2, or the grievance is denied, the Union may invoke arbitration.

*Employer and Union Grievances:*

When the Employer or the Union decide to file a grievance, it will do so by filing the grievance in writing directly with the other party for resolution within twenty (20) workdays after receipt of the notice giving rise to the grievance, or the occurrence of the incident or aware of (or should have been aware of) the incident giving rise to the grievance (whichever occurs first). The submission of Union grievances will be to the Science and Research Director. The submission of Employer grievances will be to the Union President. At a minimum, the grievance will indicate the specific nature of the grievance and the remedy desired and, where appropriate, the article(s) and section(s) of the agreement involved and any law, rule or regulation violated. The Parties will meet within ten (10) workdays of receipt of the grievance in an attempt to resolve the grievance. If the matter is not resolved at this meeting, a written decision will be issued within ten (10) workdays of the close of the meeting. If the aggrieved party is dissatisfied with the reply or there is no written decision, the aggrieved party may submit the grievance to arbitration.

**SECTION 10**

A grievance, which does not contain the information necessary to reach a decision, or is otherwise unclear, will be returned to the grievant or representative of record with an explanation of the reason(s) for its return within five (5) workdays of its receipt. If such a grievance is reinitiated, it must be done within seven (7) workdays after receipt of the returned grievance, or it will be terminated at that step.

## UNION PROPOSAL

### DETAILS AND TEMPORARY PROMOTIONS

#### SECTION 1

Details and temporary promotions of bargaining unit employees to any position will be made in accordance with the Agency's Merit Assignment Program and this Article.

#### SECTION 2

Bargaining unit employees will receive a memorandum from the Employer documenting details of more than fourteen calendar days, and up to 30 calendar days, duration. Details for more than thirty calendar days will be submitted on an SF-52 to the Human Resources Office for filing in the Employee's official personnel folder. Bargaining unit employees to be detailed will be given as much advance notice, as is practicable, regarding the impending detail. When the Employer determined there is no one best candidate for a detail, and more than one bargaining unit candidate is deemed by the Employer to be equally qualified, seniority will be the factor in making the selection for the detail.

#### SECTION 3

Instances in which the Employer may make temporary promotions include the following: when there is a need for an employee to perform the duties of a higher graded position during the extended absence of the incumbent, and to fill a higher graded position which has become vacant until a permanent appointment is made. The Employer agrees that a qualified employee in the unit, for whom a known temporary assignment in a higher level position is planned for one (1) full pay period or more, shall receive the rate of pay for the position to which temporarily assigned.

## UNION PROPOSAL

### EMPLOYEE HEALTH AND FITNESS

The Employer will allow all Bargaining Unit Employees up to three (3) hours of administrative leave per week to voluntarily participate in wellness/fitness activities if their workload permits. Supervisors denying leave for this purpose will document the reasons for denial upon request. Such documentation will be made available to the Bargaining Unit Employee.

**UNION PROPOSAL  
EMPLOYEE RECOGNITION**

**SECTION 1 INCENTIVE AWARD IMPLEMENTATION PLAN**

The Parties recognize the "NMFS Awards Implementation Plan (Non-Demo Employees only)" attachment to the 3/17/99 A. Rosenberg, NMFS Deputy Administrative Assistant, memo directive as the incentive award implementation plan for the AFGE Local 231 Bargaining Unit Employees.

**SECTION 2 EMPLOYEE AWARD RECOGNITION COMMITTEE**

The Union will have reasonable access to all award recommendations and implementation records of Bargaining Unit Employees. The Union will be given a non voting seat on any NEFSC Council, Committee or meeting that is charged with reviewing or recommending performance awards for Bargaining Unit Employees within the NEFSC.

The Parties encourage all Bargaining Unit Employees to submit recommendations in accordance with the provisions of the Agency suggestion program to reduce the costs of NEFSC operations and result in more efficient Government operations.

**SECTION 3**

Awards shall be processed in accordance with NOAA Administrative Order 202-451.

Awards to non full-time Bargaining Unit Employees will be based and granted on the value of the contribution to the Federal Government.

**UNION PROPOSAL**  
**RESEARCH CRUISE STAFFING**

**SECTION 1 Participation**

When an insufficiency of volunteers requires bargaining unit employees to be assigned to research cruise participation, the following procedure will apply:

A) Management will determine a pool of qualified bargaining unit personnel.

Participation will be offered to the most senior employee in the pool, then the next most senior, and so on. The process will continue until the personnel requirement is met.

B) Due consideration will be given to excusing bargaining unit employees for health or personal hardship reasons.

**SECTION 2 Training**

When the Employer determines that specialized training is necessary for cruise participation, the Employer will pay training and per diem costs associated with that training consistent with law, rule and regulation. In circumstances where the Employer

makes such a determination, the Employer will give the employee as much advance notice as possible.

### **SECTION 3 Dietary requirements**

To the extent possible, the Employer will make provisions for cruise participants who have special dietary requirements due to medical, philosophical or religious reasons.

### **SECTION 4 Berthing**

- A. The employer will use factors such as age and physical condition in determining berthing assignments for bargaining unit employees.
  
- B. The Employer will request or recommend, to the entity which does have the decision making authority, that:
  - (a) Bargaining unit employees will not be required to “hot bunk” or sleep on couches.
  - (b) Bargaining unit employees will not be required to berth in unhealthy or unsanitary accommodations (due to failures of HVAC, plumbing, etc.)
  - (c) Bargaining unit employees will not be required to sleep on unhealthy or unsanitary mattresses, pillows, and blankets.

(d) Bargaining unit employees will not be required to occupy berths and heads that have not been cleaned professionally.

#### **SECTION 5 Unsafe/ Unhealthy Conditions**

Any report of an unsafe or unhealthy condition should be made to responsible officials. Aboard ship, this responsibility lies with the command of the vessel. Communications of this nature to the command should be through the Chief Scientist or Watch Chief whenever possible.

#### **SECTION 6 Cruise Schedule**

The Employer will provide a schedule of proposed cruises three (3) months in advance and staffing requirements to (2) months in advance. Changes to cruise schedules occasionally occur. The Employer will notify cruise participants of such changes to cruises on which they are scheduled to participate.

#### **SECTION 7 Time**

To the extent practicable, time spent in travel status away from the employee's official duty station will be scheduled by the Employer within the normal working hours. When the Employer determines it is necessary that travel be performed during non-duty hours,

the employee will be compensated in accordance with applicable laws and regulations. Overtime worked by bargaining unit employees participating on cruises will be paid in accordance with applicable laws and regulations.

#### **SECTION 8 Medical Clearance**

Bargaining unit employees participating on research cruises shall be offered physical examinations and tetanus vaccination at no cost to the employee to insure NOAA medical standards are met.

#### **SECTION 9 Communications**

The Employer will request or recommend, to the entity which does have the decision making authority, that private e-mail accounts and reasonable ship-to-shore telephony will be provided for all bargaining unit employees, at no expense to the employee.

#### **SECTION 10 Foul weather gear**

If they do not already have their own, bargaining unit employees will be issued new waterproof jackets, overall pants, and boots before a cruise. Bargaining unit employees will be responsible for reasonably maintaining this gear. Replacements will be reissued when necessitated by normal wear and tear.

## **SECTION 11 Working accommodations**

The Employer will request or recommend, to the entity which does have the decision making authority, permission to equip the vessel with Employer provided rubber stress reduction floor mats, chairs and appropriate workstations on deck to reduce muscle fatigue.

## **SECTION 12 USDOC NEFSC Operational Control**

The Employer will be responsible for ensuring that all applicable safety and health laws, rules and regulations are met when bargaining unit employees participate in any research cruises on non-NOAA vessels as per NAO 209-115, "NOAA Employees Aboard non-NOAA Vessels".

EMPLOYER'S FINAL OFFER -8/19/05

UNION FACILITIES

Section 1.

The Employer agrees to help provide the Union with the means to perform its representational functions by allowing the Union representatives (i.e., local Union officers and duly designated Union stewards) to use their assigned office space at no cost for representational duties as provided in this Agreement. Representational functions do not include the conduct of internal Union business.

Section 2.

Union representatives at each NEFSC duty station where bargaining unit employees are permanently stationed will, for representational purposes only, be provided with: (1) access to a fax machine/copier, (2) a mailbox in the mailroom assigned to the Union, (3) a telephone with voice mail and long distance capability, (4) a lockable filing cabinet (one per duty station), (5) use of their assigned personal computer and printer with standard software and capable of accessing E-mail/Internet, (6) use of the interoffice mail system, and (7) reasonable access to space suitable for private calls and/or meetings.

Section 3.

Upon advance request, and to the extent reasonable and practicable, the employer will provide the use of its space, at locations that will provide access to unit employees during break and lunch periods and other non-duty hours, for internal Union activities.

Section 4.

Union representatives are responsible under the Standards of Conduct and other applicable regulations for ensuring that the items listed above will be used only for official use and authorized purpose, and will not be put to uses that would reflect adversely on the Employer.

## EMPLOYER'S FINAL OFFER- 8/19/05

### EMPLOYEE AND REPRESENTATIVE TRAVEL

#### Section 1.

The NEFSC telephone and video conferencing systems will be used during official grievance meetings, arbitration hearings, and negotiation sessions to the maximum extent possible to reduce the need for travel.

#### Section 2.

When travel cannot be avoided, bargaining unit employee grievance meetings will normally be held at the present duty station of the grievant. Unless agreed to, or directed otherwise by competent authority, Employer and Union grievance meetings, arbitration hearings, and midterm negotiations will normally be held at the duty station of the local Union President. When it is cost effective to do so, meetings and hearings may be held in locations other than those specified in this Article.

#### Section 3.

The Employer will pay reasonable travel and per diem costs in accordance with applicable federal travel regulations, for necessary bargaining unit representatives, bargaining unit witnesses, and grievant(s) to attend grievance investigations and meetings, arbitration hearings, and negotiation sessions.

#### Section 4.

To help minimize costs, a government owned vehicle will be used by bargaining unit employee and their bargaining unit representative(s) when authorized by the Employer to attend grievance investigations and meetings, arbitration hearings, and negotiation sessions held away from the respective duty stations.

**EMPLOYER'S FINAL OFFER-8/19/05**

**UNION REPRESENTATIVES/OFFICIAL TIME**

Section 1.

The Employer agrees to recognize the officers and stewards of the Union. The Parties agree that the Employer will recognize no more than five bargaining unit employees as officers and stewards on official time for the purpose of representation and for the administration of this Agreement. The Union will provide the Employer, within 15 calendar days of the execution of this Agreement (and within 5 calendar days of any subsequent changes), the names of the five officers and stewards of the Union, and their respective areas of representational responsibility.

Section 2.

Designated union officers and stewards shall be recognized as representatives of employees in the bargaining unit. Unless official time has been authorized by law or this agreement, and approved according to procedures outlined in this Article, representational activity will be performed on the non-duty time of the employees involved.

Section 3.

The Union shall be granted 418 hours, annually, for official time for representational duties in accordance with Section 4 below. This "bank of time" shall cover a 12 month period, and shall commence with the date of signing of this Agreement. All accrued official time remaining at the end of each anniversary year shall expire. The Employer agrees that, upon reaching a

remaining balance of 50 hours, the Union may reopen Section 3 of this Article to negotiate regarding and additional number of hours for representational duties for the remainder of that 12 month period. The Union agrees to provide proof that hours used and hours to be increased are in accordance with the terms and conditions of this Agreement.

#### Section 4.

Duly recognized officers and stewards of the Union will be granted official time, if otherwise in an official duty status, as specified in Section 3 above, to engage in the following representational activities for bargaining unit employees:

1. Step one grievance representation.
2. Step two grievance representation.
3. Arbitration preparation if presenting the case before the arbitrator.
4. Arbitration
5. Formal meetings.
6. Weingarten meetings.

7. Employer/Union grievances

8. Unfair Labor Practices

9. Preparation and communication with the Employer on matters covered by this agreement.

10. Proposed disciplinary, adverse action, or performance-based action representation

All of the above time frames include time spent on the telephone. Official time for collective bargaining agreement negotiations will be negotiated by separate Memorandum of Understanding and are not covered above. Official time for representational activities other than those listed above may be requested from the Employer.

#### Section 5.

Supervisors or other designated officials will release Union representatives from their official work assignments on official Government time, provided that workload conditions permit and/or other means of accomplishing the scheduled work are available, and after advising the representatives of the conditions of (and any limitations to) their release.

#### Section 6.

The Union recognizes its responsibility to ensure that Union representatives do not abuse their authority by unduly absenting themselves from their assigned work areas. The Union agrees that

in the interest of efficient government, all efforts will be made to use approved time expeditiously, and that the effect on the work schedule of the Union representative's office/unit is a factor in the decision as to when official time may be authorized. Generally, one employee will serve as a representative in a particular case or complaint at any one time on official time. The supervisor, or designee, shall propose an alternative time in those instances where requested official time is denied.

A designated representative must obtain the permission from the supervisor of any employee he/she wishes to contact on the employee's duty time regarding a representational matter. The represented employee's supervisor or designee makes the final determination on the release of the employee.

The Employer is under no obligation to pay Union representatives for representational time spent when they are not scheduled to work. No overtime or premium pay is payable for the purpose of representational activities.

#### Section 7.

There shall be no restraint, interference, coercion, or discrimination against Union representatives because of the performance of their approved official representational duties. A Union representative shall not use official time in his/her position as a Union representative for matters outside the scope authorized by this agreement and will conduct his/her approved business with dispatch. Union representatives may receive, but not solicit, complaints and/or grievances of

employees on official or duty time. Agency staff, equipment, or property will be used in conjunction with or as a result of representational function only as provided in this Agreement.

#### Section 8.

In those instances where a Union representative's use of official time does not comply with the provisions of this agreement, the Employer will initially discuss the matter with the Union representative in order to find a satisfactory solution. Abuse of official time could lead to disciplinary action.

#### Section 9.

Each Union official/steward will maintain a bi-weekly account which will show the authorized total time spent on representational duties and the specific purpose for usage in accordance with the format shown in Appendix A. The appropriate supervisor shall indicate approval by initialing on the log for each period of time spent on approved representational duties. The log shall be forwarded to the NMFS NEFSC Director's designee through the local supervisor on a bi-weekly basis no later than the Monday following the end of each pay period. When no official time has been used, the Union official/steward need not submit a report.

#### Section 10.

Union representatives will be authorized an aggregate of 100 hours of excused absence annually during the life of this Agreement to attend labor relations training of mutual benefit to the Employer and the Union. Requests will be submitted by the Union local president to the Union

representative's immediate supervisor at least two work weeks in advance of the requested training. Requests to the Employer will be in writing and include an official copy of the agenda and description of the training and a written statement of how the training will be mutually beneficial to the Parties. All other costs related to training permitted under this Section will be borne by the Union. The Employer may consider requests for additional time under this Section, but it is under no legal or contractual obligation to grant additional time.

APPENDIX A

REPRESENTATION TIME LOG

Name \_\_\_\_\_

Pay Period Beginning \_\_\_\_\_

Date	Time		Purpose	Representative & Supervisor's Initials
	Start	End		

EMPLOYER'S FINAL OFFER -8/19/05

GRIEVANCE PROCEDURE

Section 1.

The purpose of this article is to establish a procedure for the prompt and equitable settlement of grievances. A grievance means any complaint by (a) any employee concerning any matter relating to the employment of the employee; (b) the Union concerning any matter relating to the employment of any bargaining unit employee; or (c) the Union or the Employer concerning the effect or interpretation or a claim of breach of the collective bargaining agreement, or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. This procedure will be the exclusive procedure for resolving such complaints except for the following matters, which are specifically excluded from the procedure:

- A. Any claimed violation of Sub Chapter III of chapter 73 of 5 U.S.C. (relating to prohibited political activities);
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for national security reasons (Section 7532 Title 5 USC);
- D. Any examination, certification or appointment;
- E. The classification of any position that does not result in the reduction-in-grade or pay of an employee;
- F. Non-selection for promotion from a group of properly ranked and certified candidates;
- G. The filling of any position outside the bargaining unit;
- H. An action terminating a temporary promotion;
- I. The discharge of a temporary employee or an employee serving in a probationary or trial period.
- J. Warnings, admonishments, and notice of proposed actions;

K. Any issue where there would be no tangible relief to the grievant provided that this Agreement is not violated.

#### Section 2.

Employee(s) utilizing the negotiated grievance procedure will have the right to be accompanied, represented and/or advised by the Union. In addition, an employee and/or group of employees have the right to present or process a grievance under this procedure on their own behalf. In such cases, the Union will be afforded the opportunity to be present, on official time if otherwise in a duty status, during any and all formal discussions/meetings, between the Employer and the grievant(s) relating to the grievance filed.

#### Section 3.

All time limits specified in this Article are binding. In considering any request for an extension in the time frames under this Article, the parties will consider (1) the length of delay, (2) the existence of circumstances beyond the control of the party, and (3) whether prejudice to the Employer or the Union would result from an extension of time limits. If the employee(s) filing a grievance, or the Union or the Employer filing a grievance, fail to initiate/elevate their grievance within the time limits prescribed within this procedure, the grievance will be considered terminated. All grievance decisions will be made as promptly as possible at each level of consideration described herein. Unless mutual agreement is reached for extending the time limits within which a decision must be rendered, failure to meet the time limits for issuance of a decision will allow the grieving party to proceed to the next step upon written notification.

#### Section 4.

If available, evidence and supporting documentation, which is relevant to the resolution of the grievance, will be introduced at each step of the negotiated grievance procedure. For the purpose of this Agreement, evidence includes, but is not limited to, both documented oral and written presentation of facts. Authorized individuals attending grievance meetings will be allowed official time, if otherwise in a duty status, for the duration of such scheduled meetings.

#### Section 5.

The Employer and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance by an employee will not cast any reflection on the employee's standing with the Employer or on their loyalty and desirability to the organization, nor will the grievance be considered as a negative reflection on the Employer or the Union.

#### Section 6.

Except in the case of disciplinary actions, the Union and the Employer may mutually agree that individual identical grievances will be joined at Step 2 and processed as one grievance throughout the remainder of the procedure. The decision thereon will be binding on all others in the related grievances.

#### Section 7.

In the event either party should declare a grievance not grievable or not arbitrable, the original grievance will be considered amended to include this issue. The Employer and the Union agree to raise any question of grievability or arbitrability of a grievance as soon as possible but no later than the issuance of the written decision in the Step 2 of the grievance procedure. All disputes of grievability or arbitrability will be referred to arbitration as a threshold issue in the related grievance.

#### Section 8.

The following applies with respect to grievance resolution:

- A. The filing party may terminate the processing of a grievance at any time.
- B. If any employee who has filed a grievance leaves the bargaining unit before a decision is reached on a grievance that is being processed, the grievance is terminated unless the employee can be granted tangible relief.

C. If, at any step, all Parties agree to the means of resolving the grievance, they shall state their agreement in writing, signed by all parties. This will constitute the final resolution of the grievance.

D. When a decision concerning a disciplinary or adverse action is accepted by a grievant, it will be deemed settled in its entirety, and neither the grievant nor the Union may proceed further with the grievance or appeal. Such a settlement shall not be precedent in any future grievance or appeal involving a subsequent disciplinary or adverse action, but such disciplinary or adverse actions can be considered as aggravating factors in penalty selection for future disciplinary or adverse actions.

#### Section 9.

An employee may present a grievance to the Employer and have it resolved with or without the services of the Union. If presented without Union representation, such grievances may be resolved without Union intervention, provided the resolution is not inconsistent with the terms of this Agreement.

Employees who choose to present their own grievances without intervention by the Union are not entitled to further review or consideration beyond the opportunity to present their grievances and have them resolved, affirmatively or negatively. The decision on such a grievance is final as to the employee who chooses to present his or her grievance without the intervention of the Union. The Union will be provided with a copy of the final determination.

Employee Grievances:

## Step 1

Grievances will be presented in writing by the aggrieved employee and or designated Union representative to the first line supervisor. All grievances must be presented in writing within twenty (20) workdays after receipt of the notice of the action giving rise to the grievance, or the occurrence of the incident or knowledge of the incident giving rise to the grievance (whichever occurs first). By mutual agreement, the grievant and first line supervisor may meet to discuss the grievance. If a meeting is held, a grievance decision will be issued within fourteen (14) workdays after the meeting. If no meeting is held, a grievance decision will be issued within fourteen (14) workdays from the receipt of the grievance from the employee or the designated union representative. As a minimum, the grievance will contain:

- A. The grievant(s) name, duty assignment and telephone number;
- B. The specific nature of the grievance, including the identification of any provisions of the Labor Management Agreement alleged to have been violated, if known, the provisions of any law, rule and/or regulation affecting conditions of employment alleged to be violated;
- C. The name, address, and telephone number of the designated representative, if any;
- D. The remedial action desired, and;
- E. The grievant's signature and date.

New issues may not be raised by either party or the grievant after the decision is rendered at Step 1 of this procedure. However, the parties to a grievance may mutually agree to join new issues to a grievance-in-progress, and may mutually agree to amend a grievance at any step.

## **Step 2**

When a grievance reaches Step 2, it will be considered formal. A formal grievance must be presented by the employee and/or designated representative to the Science and Research Director or his/her designee within five (5) workdays after the decision rendered at Step 1. This formal grievance must be in writing and include a record of the proceedings at Step 1 and state the basis for advancing the grievance to Step 2. A written decision will be issued within fourteen (14) workdays of receipt of the formal grievance. If the grievant/Union is not satisfied with the decision of the Science and Research Director or his/her designee, the Union may invoke arbitration in accordance with the Arbitration Article of this Agreement. A copy of the decision will be provided to the Union.

### **Employer and Union Grievances:**

When the Employer or the Union decide to file a grievance, it will do so by filing the grievance in writing directly with the other Party for resolution within twenty (20) workdays of the action or condition giving rise to the grievance, or from when the Employer or the Union became aware of, or should have become aware of, the action or condition. The submission of Union grievances will be to the Science and Research Director, or designee. The submission of Employer grievances will be to the Union Local President. As a minimum, the grievance will indicate the specific nature of the grievance and the remedy desired and, where appropriate, the article(s) and section(s) of the agreement involved and any law, rule or regulation violated. A written decision will be issued within fourteen (14) workdays after receipt of the grievance. If the aggrieved party is dissatisfied with the reply or there is no written decision, the aggrieved party may submit the grievance to arbitration in accordance with the article on arbitration.

### **Section 10.**

A grievance that does not contain the information necessary to reach a decision, or is otherwise unclear, will be returned to the grievant or representative of record with an explanation of the reason(s) for its return within five (5) workdays of its receipt. If such a grievance is reinitiated, it must be done within seven (7) workdays after receipt of the returned grievance, or it will be terminated at that step.

EMPLOYER'S FINAL OFFER- 8/19/05

**DETAILS AND TEMPORARY PROMOTIONS**

Section 1.

Details and temporary promotions to bargaining unit positions will be made in accordance with the Agency's Merit Assignment Program and this Article.

Section 2.

Bargaining unit employees will receive a memorandum from the Employer documenting details to bargaining unit positions of more than fourteen calendar days, and up to 30 calendar days, duration. Details to bargaining unit positions for more than thirty calendar days will be submitted on an SF-52 to the Human Resources Office for filing in the Employee's official personnel folder. Bargaining unit employees to be detailed will be given as much advance notice, as is practicable, regarding the impending detail. When the Employer determines there is no one best candidate for a detail to a bargaining unit position under this Article, and more than one bargaining unit candidate is deemed by the Employer to be equally qualified, seniority will be one of the factors considered in making the selection for the detail.

Section 3.

Instances in which the Employer may make temporary promotions to bargaining unit positions include the following: when there is a need for an employee to perform the duties of a higher graded position during the extended absence of the incumbent, and to fill a higher graded position which has become vacant until a permanent appointment is made. When the time to perform in such positions exceeds thirty calendar days, and the Employer determines such positions should be filled by temporary promotion, the temporary promotion shall be made at the beginning of the next pay period after the receipt of a personnel action (SF-52) in the Human Resources Office.

**EMPLOYER'S FINAL OFFER – 8/19/05**

**EMPLOYEE HEALTH AND FITNESS**

Section 1.

The Parties agree that the well-being of bargaining unit employees at the workplace is of mutual interest to the Parties. Accordingly, they are mutually committed to providing a healthy, quality working environment for those employees.

It is recognized that a valuable and effective resource for addressing health issues is the Agency's Employee Assistance Program (EAP). A wealth of valuable information and guidance on employee health and fitness is available for free to bargaining unit employees through the EAP. For example, extensive information and guidance by medical professionals and nutritional experts is available on such matters as dietary and nutritional guidance, smoking cessation, stress relief, aerobic and other exercise, and management of emotional health.

Section 2.

The NEFSC Human Resources Committee (HRC) will be the vehicle through which other wellness and fitness programs should be submitted for review. The HRC will review each submission and present it to the Employer with a recommended action. The Employer will determine whether or not to take any recommended action.

EMPLOYER'S FINAL OFFER - 8/19/05

ARTICLE  
EMPLOYEE RECOGNITION

Section 1.

The USDOC, NOAA, NMFS, and NEFSC award programs are designed to fairly and equitably recognize and reward individuals and groups for significant achievements and ideas in service. The programs acknowledge contributions that lead to achievement of organizational, team, and individual results. Timely recognition provides a source of motivation for continued excellence.

The Employer will provide the Union with an annual report of awards received by members of the bargaining unit.

Section 2.

The Parties encourage all bargaining unit employees to submit recommendations in accordance with the provisions of the Agency suggestion program to reduce the costs of operations and result in more efficient government operations.

Section 3.

Awards shall be processed in accordance with current Agency rules, orders, and regulations.

## EMPLOYER'S FINAL OFFER - 8/19/05

### RESEARCH CRUISE STAFFING

Research cruises are critical to work being conducted at the NEFSC. Adequately staffing NEFSC research cruises is crucial to the success of most NEFSC programs. This Article addresses how bargaining unit employees may be required to help fully staff NEFSC research cruises.

#### Section I. Participation.

A. Selection for cruise participation will first be made from qualified volunteers throughout the NEFSC, including bargaining unit employees. When insufficient volunteers are available, qualified bargaining unit employees will be selected on a rotational basis. The Employer will give selected bargaining unit employees as much advance notice of cruise participation as the circumstances permit.

B. Relevant factors the Employer will consider when determining whether a bargaining unit employee should be excluded from cruise duties include, but are not necessarily limited to, the following:

1. The employee can demonstrate that cruise duties would significantly impair his/her health or cause extreme hardship;
2. The supervisor determines that the employee has a valid reason for being relieved and other arrangements can be made; and
3. The nature of the employees' work, as determined by the Science and Research Director or his/her designee, is such that cruise participation, and the associated

prolonged absence from his/her primary duties, is not in the best interest of the NEFSC.

#### Section 2. Time.

To the extent practicable, time spent in travel status away from the employee's official duty station will be scheduled by the Employer within the normal working hours. When the Employer determines it is necessary that travel be performed during non-duty hours, the employee will be compensated in accordance with applicable laws and regulations. Overtime worked by bargaining unit employees participating on cruises will be paid in accordance with applicable laws and regulations.

#### Section 3. Training.

When the Employer determines that specialized training is necessary for cruise participation, the Employer will pay training and per diem costs associated with that training consistent with law and regulation. In circumstances where the Employer makes such a determination, the Employer will give the employee as much advance notice as possible.

#### Section 4. Dietary Requirements.

To the extent possible, the Employer will make provisions for cruise participants who have special dietary requirements due to medical, philosophical or religious reasons.

#### Section 5. Berthing.

A. Factors such as age and physical condition may be used by the Employer in determining berthing assignments for bargaining unit employees.

B. To the extent possible, bargaining unit employees will not be asked to "hot bunk" or sleep on couches.

C. The Employer will request of the entity controlling the vessel that all applicable health and safety rules and regulations be adhered to with regard to the berthing of bargaining unit personnel.

#### Section 6. Communications.

To the extent possible, access to e-mail will be provided for all bargaining unit employees, at no expense to the employee, for the duration of the cruise.

#### Section 7. Foul-weather Gear.

All bargaining unit employees who participate on cruises pursuant to this Article will receive foul-weather gear in good condition for their use during the cruise.

#### Section 8. Reporting Unsafe/Unhealthy Conditions.

Any report of an unsafe or unhealthy condition should be made to responsible officials. Aboard ship, this responsibility lies with the command of the vessel. Communications of this nature to the command should be through the Chief Scientist or Watch Chief whenever possible.

#### Section 9. Cruise Schedule.

The Employer will provide a schedule of proposed cruises three months in advance and staffing requirements two months in advance. Changes to cruise schedules occasionally occur. The Employer will notify cruise participants of such changes to cruises on which they are scheduled to participate.