



UNITED STATES OF AMERICA
BEFORE THE FEDERAL LABOR RELATIONS AUTHORITY
WASHINGTON REGION

United States Department of Commerce
National Institute of Standards and Technology
(Agency)

CASE NO. WA-RP-04-0054

and

Fraternal Order of Police/NIST Labor Committee
(Labor Organization/Petitioner)

CERTIFICATION OF REPRESENTATIVE

An election was conducted in the above matter under the supervision of the undersigned Regional Director of the Federal Labor Relations Authority, in accordance with the provisions of Chapter 71 of Title 5 of the U.S.C., and with the Regulations of the Federal Labor Relations Authority. A majority of the valid ballots has been cast for a representative for the purpose of exclusive recognition.

Pursuant to authority vested in the undersigned,

IT IS CERTIFIED that the Fraternal Order of Police/NIST Labor Committee has been designated and selected by a majority of the employees of the above-named Agency, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to Chapter 71 of Title 5 of the U.S.C., the named labor organization is the exclusive representative of all employees in the unit.

UNIT: Included: Non-supervisory federal police officers, GS-0083 series, assigned to the Emergency Facilities Services Division, National Institute of Standards and Technology, Gaithersburg, Maryland.

Excluded: All management officials, supervisors, professional employees, and employees as described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

FEDERAL LABOR RELATIONS AUTHORITY

A handwritten signature in black ink that reads "Robert P. Hunter".

Robert P. Hunter
Regional Director
Washington Region

Dated: August 13, 2004
Attachment: Service Sheet

SERVICE SHEET

I certify that I have served the parties listed below a copy of the *Certification of Representative in Case No. WA-RP-04-0054* by placing a true copy, postage prepaid, in the United States Postal Service Mailbox at Washington, D.C., on August 12, 2004.

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EMPLOYEE-MANAGEMENT
COOPERATION

Negotiated Agreement

Between

NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
U.S. DEPARTMENT OF COMMERCE

And

COLUMBIA LODGE #174
Affiliated with District Lodge #67\
Of the International Association of Machinists
And Aerospace Workers, AFL-CIO

April 19, 1990

Dear Mr. [Name]

[Text]

[Text]

[Text]

[Text]

[Text]

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PREAMBLE

Pursuant to the policy set forth in 5 United States Code, 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, the following articles constitute an agreement by and between the National Institute of Standards and Technology of the Department of Commerce, hereinafter called the Employer, and Columbia Lodge #174, International Association of Mechanists and Aerospace Workers, AFL-CIO, hereinafter called the Union. The Preamble is part of the Agreement

DEFINITIONS

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

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

Agreement: Refers to the current "Negotiated Agreement between the National Institute of Standards and Technology, U.S. Department of Commerce, and Columbia Lodge #174, International Association of Machinists and Aerospace Workers, AFL-CIO."

Anniversary Date: The date on which the current Agreement is signed by NIST's Director of Administration, the Personnel Officer, Chief Management Negotiator, Chief Union Negotiator, and a representative of the Union.

Bargaining Unit or Unit: All non-supervisory security guards employed by the National Institute of Standards and Technology, Facilities Services Division in Gaithersburg, Maryland, excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Compelling Need: As defined by 5 U.S.C. 71.

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.

Employee(s): An individual who is employed by NIST at Gaithersburg, Maryland, in the recognized bargaining unit as all non-supervisory security guards employed by the National Institute of Standards and Technology, Facilities Services Division in Gaithersburg, Maryland, excluding all professional employees, management officials, supervisors (6) and (7). Excluded are supervisors, Management officials, and all employees not classified as non-supervisory security guards.

Employer: Refers to NIST at Gaithersburg.

Managerial Official: An employee having authority consistent with Section 7103 of Title 5 United States Code, to act for NIST.

Negotiation: A process consistent with the intent of Title 5 United States Code, Chapter 71 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.

Union: Columbia Lodge 174, I.A.M. & A.W., AFL-CIO

ARTICLE I. Parties to Agreement

The parties to this agreement include the Employer and Columbia Lodge 174.

ARTICLE II. Exclusive Recognition and Coverage of Agreement

Sec. 1. The Employer recognizes the Union as the exclusive bargaining representative for all of its employees including within the bargaining unit, as outlined below.

Sec. 2. The recognized bargaining unit includes, and this Agreement applies to and covers all non-supervisory security guards employed by the National Institute of Standards and Technology, Facilities Services Division in Gaithersburg, Maryland, excluding all professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)2, (3) (4), (6) and (7).

Sec. 3. As a matter of policy, which not abrogating the Employer's right to assign work, every effort will be made by the Employer to assign employees covered by this Agreement the type of work regularly and historically assigned to them at NIST.

Sec 4. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including regulations of the Department of Commerce and Office of Personnel Management; by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement. However, this does not relieve the Employer from bargaining over conditions of employment which are defined as personnel policies, practices, and matters whether established by rule, regulation, or otherwise affecting working conditions, except for matters relating to political activities, classification of any position, or other matters specifically provided for by Federal statute.

Sec. 5. Nothing in this Agreement shall require an employee to become or to remain a union member, or to pay money to a union except pursuant to a voluntary, written authorization by a bargaining unit employee for the payment of union dues through payroll deductions.

ARTICLE III. Management Rights

Sec. 1. Management officials of the Employer retain the right, in accordance with applicable laws and regulations:

A. to direct employees of the agency;

B. to hire, promote, transfer, assign, and retain employees in positions within the Agency, and to suspend, demote, discharge, or take other disciplinary action against employees;

C. to relieve employees from duties because of lack of work or for other legitimate reasons;

D. to maintain the efficiency of the Government operations entrusted to them;

E. to determine the methods, means and personnel by which such operations are to be conducted; and

F. to take whatever action may be necessary to carry out the mission of the Agency in situations of emergency.

Sec. 2. It is agreed and understood that the matters deemed not appropriate for consultation and discussion include but are not limited to the Employer's mission; its budget; its organization; the number of employees; and the number, types, and grades of position of employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreement providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

ARTICLE IV.

Matters Subject to Negotiation and/or Consultation

Sec. 1. Matters appropriate for negotiation between the parties are all personnel policies and practices and matters affecting working conditions which are within the discretion of the Employer, including but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, leave, promotion, demotion, pay practices, RIF, and hours of work.

Sec. 2. Both parties agree to abide by the provisions of this Agreement and to attempt to adjust all complaints or issues raised at the lowest supervisory 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 working conditions not covered by this agreement.

Sec. 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 V. Union Representation

Sec. 1. The Employer agrees to recognize the shop stewards authorized by the Union. The Union will assure adequate representation, but not to exceed 4 stewards.

Sec. 2. The Union shall supply the Employer in writing, within thirty (30) days of this agreement, and shall maintain with the Employer on a current basis a complete list of all authorized shop stewards.

Sec. 3. In the event of changes of the shop stewards, the change will become effective only after the Union notifies the Labor Relations Officer in writing via certified mail and the Labor Relations Officer confirms the notification via telephone. Such confirmation will normally take place the day the notification arrives, but certainly no later than the day after the notification arrives.

Sec. 4. Shop stewards agree to receive permission from their officer-in-charge by telephone or pager before leaving their job assignments and/or worksite to handle legitimate representational matters. Further, the shop stewards agree to again notify the officer-in-charge by telephone or pager when they (the shop stewards) complete their representational work and return to their job assignments or request an extension of the initial meeting time. Arrangements for scheduled meetings for representational time will be requested on the work day preceding the scheduled meeting. Other unscheduled meetings that arise will be approved unless the shop steward cannot be spared. If a decision is made that a shop steward cannot be spared, justification in writing must be given to the Union within four work days after the request. Disputes arising from these procedures will be handled immediately by the officer-in-charge, shop steward, guard captain, business agent, division manager, and labor relations officer. Meetings shall be suspended in the event of an emergency.

Sec. 5. The Employer agrees that no steward shall be transferred/reassigned permanently from one work shift to another without prior consultation with the Union. It is understood that the Employer retains the right to make decisions on such reassignments. Such decisions are grievable.

Sec. 6. At the request of the Union, appointments will be made for its representatives to meet with the Employer officials and with employees during working hours, at times mutually agreeable to the Union and the Employer, on matters

pursuant to this Agreement, and with the employees during non-working hours on matters relating to internal Union business. Desired visits during out of hours will require prior approval of Employer's Security Office, and the Employer reserves the right to provide an escort for the visitor during those hours, but said escort will not be a part of the meeting.

ARTICLE VI. Union-Management Cooperation

The parties agree to actively support employee safety, effective communications, equal employment opportunity, attendance, high level performance, cost reduction, responsible conduct, and merit in all personnel actions.

ARTICLE VII. Equal Employment Opportunity

Sec. 1. The parties agree that they will continue to work cooperatively to assure that all employees have equal employment opportunities and that no one is discriminated against because of race, color, national origin, sex, marital status, religion, handicap, or membership in a labor organization.

Sec. 2. The Employer has responsibility for promoting full realization of equal employment opportunity through a positive, continuing program in accord with directives or appropriate higher authority.

Sec. 3. 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.

Sec. 4. The responsibility for counseling employees who allege discrimination based on race, color, religion, age, sex, handicap or national origin, and the formal investigation and adjudication of EEO complaints rests with the office of the NIST EEO Officer and EEO Counselors.

ARTICLE VIII. Payroll Allotment for Withholding Dues

It is hereby agreed by and between the Employer and the Union, to adopt this mutual understanding of their respective responsibilities, and the procedures, conditions, and requirements for withholding and remitting the dues of the members in good standing of the Union who voluntarily authorize allotments from their pay for this purpose.

Sec. 1. The Employer will deduct union dues from the pay of employees, who are within the recognized unit for which the

Union holds exclusive recognition in accordance with the provisions of this Agreement.

Sec. 2. Subsequent to the execution of this Agreement, union dues (the regular, periodic amounts required to maintain an employee in good standing in his/her local union), will be deducted by the Employer from employee's pay; beginning with the first bi-weekly pay period after the following conditions have been met:

A. It has been determined by the appropriate authorized union official, as recognized by the Union, that the employee is a member in good standing.

B. The employee's earnings, after all other legal and required deductions, are regularly sufficient to cover the amount of the allotment.

C. The employee has voluntarily authorized such an allotment on Standard Form 1187 (Request and Authorization of Voluntary Allotment of Compensation for Payment of Employee Organization Dues). The employee may have only one dues allotment in effect at any given time.

D. The appropriate local union official, as recognized by the Union, has certified as to the amount of bi-weekly dues to be withheld and has signed Section A of SF-1187.

E. The Secretary of the Union has officially transmitted in writing the completed SF-1187 to the Employer's Labor Relations Officer.

Sec. 3. The Union is responsible for the purchase and supply of SF-1187's to the employees covered by this Agreement. In addition, the Union is responsible for informing and instructing the employees covered by this Agreement on the program for

allotments for payment of union dues, its voluntary nature, and the uses and availability of the appropriate forms.

Sec. 4. The amount of the union dues to be deducted each bi-weekly pay period will remain as originally certified on SF-1187 until a change in the amount of such allotment is certified by the appropriate local union official, as recognized by the Union and officially transmitted by the Secretary of the Union to the Employer's Labor Relations Officer. Such certification will consist of an official letter listing: the employee's name, payroll number, union affiliation, and the amount of dues to be deducted bi-weekly. 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.

Sec. 5. Any change in the amount of the allotment of an employee will become effective with the deduction made for the first pay period after receipt of the written notice of the change by the Office of Personnel and Civil Rights. A later effective date may be established if requested by the Union in the notice of change. Changes in the amounts of any allotments may not be made more frequently than once each 12 months.

Sec. 6. An employee's voluntary allotment for the payment of his union dues will be terminated with the start of the first pay period following the pay period in which any of the following occur:

- A. The Union ceases to have exclusive recognition.**
- B. The employee ceases to be employed within the recognized unit.**
- C. Receipt of a written notice from the Secretary of the Union to the Labor Relations Officer that the employee has been expelled or has ceased to be a member in good standing of his/her local union. The Union is responsible for promptly notifying the Labor Relations Officer of such action.**
- D. The employee is placed in a nonpay status for one or more pay periods.**

Sec. 7. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission of a properly executed Standard Form 1188 (or appropriate substitution) in duplicate to the Employer. An SF-1188 may only be honored once a year on the anniversary of the date of the person was authorized by the Union to join the Union. Such a request can only be submitted to the payroll office two (2) weeks prior to the date of such authorization. Such an SF-1188 request must be time and date stamped the day it was received in the payroll office. A copy will be forwarded to the Union office no later than seven (7) days after receipt by payroll regardless of the date they received it. There will not be any deviation from this procedure by either the Employer or the Union.

Sec. 8. If an allotment for dues has been terminated or revoked for any reason, and the employee wishes to resume making

such an allotment, he/she will submit a new completed SF-1197 in accordance with Section 2 of this Agreement.

Sec. 9. The National Finance Center will transmit to the Secretary/Treasurer of the Union, normally within ten (10) working days after the close of each pay period, the following:

A. A report in duplicate of employee member who have authorized an allotment for union dues. Each report will:

(1) Indicate the name of each employee member.

(2) Indicate the amount of dues deducted for each employee member.

(3) Indicate the name of each employee whose allotment is terminated with this report.

(4) Include a total of the amount deducted, and the total number of deductions made.

Sec. 10. 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, nor will the employee deposit the amount which would have been withheld if he/she had been in a pay status during that 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.

Sec. 11. If an erroneous deduction for union dues is made, the employee will follow normal payroll inquiry procedures in questioning such a deduction. The payroll office will recheck the amount authorized by the employee on his/her SF-1187 and change the payroll master record if it is in error. The employee will submit a corrected SF-1187, in accordance with Section 2 of this Agreement. Retroactive adjustments of union dues is a matter to be settled between the employee and the Union.

Sec. 12. The first portion of Standard Form 1187 will show in the appropriate spaces the name and social security number of the employee, the National Institute of Standards and Technology or NIST in the space marked "Agency." Section A of Standard Form 1187 will be completed to show in the appropriate space Columbia Lodge 174. The actual signature of the authorized local union official certifying the amount of

the employee's dues for each regular bi-weekly pay period, and the date will appear in the appropriate spaces of this section. Section B of Standard Form 1187 will include in the appropriate spaces Columbia Lodge 174 as well as the employee's signature.

ARTICLE IX. Hours of Work

Sec. 1. The basic work week shall consist of five eight hour work days. Work shifts will be scheduled as follows:

First Shift	-	7:30 a.m. to 3:30 p.m.
Second Shift	-	3:30 p.m. to 11:30 p.m.
Third Shift	-	11:30 p.m. to 7:30 a.m.

Sec.2 Employees may be permitted to eat and take relief breaks provided there is no interference with the security of NIST.

Sec. 3. The basic work week and corresponding hours of work will be scheduled and posted for each shift in advance except for emergency situations. With supervisory approval, days of work may be changed at the request of an employee for participation in reserve training activities provided one week's notice is given to the Employer. With supervisory approval, shift hours may be changed (provided that one week's notice is given to the Employer) for participation in hearings, training, physical examinations, reserve training, activities and attendance at educational institutes when two employees mutually agree to exchange shift hours.

Sec. 4. The regular work week of each member of the Force consists of 40 hours of duty worked on five dates of 8 hours each, with two consecutive days off in every week. Schedules showing the regular work days and days off for each member of the Force will be posted at the Physical Security Office in advance of their effective date.

Sec. 5. Specific post assignments within a given shift will be based on existing operating requirements, individual employee skills and abilities, and with due consideration to the expressed desires of employees. Such assignments will be interchanged

to the extent possible. Post assignment records will be made available to the Union representatives upon request.

Sec. 6. Post assignments and the checking in and out of weapons and related equipment, use of which is required by the Employer, will be accomplished while employees are in a duty status.

Sec. 7. Office of Personnel Management regulations require that personnel occupying positions which are vital to the continuity of security of other critical operations be at work regardless of emergency situations or any general dismissal of Government employees. Consequently, employees in the unit must remain on duty or report for duty as scheduled at times when other NIST employees

are administratively excused from duty because of mass transportation breakdown, storms or other emergency situations. A sufficient number of unit employees to meet manpower requirements will be ordered to report for duty during security and other emergencies.

Sec. 8. Employees called into work outside of their regular hours of work will be guaranteed a minimum of two (2) hours pay.

Sec. 9. It is understood that each employee shall be at his job site, ready to work, at the scheduled starting time and through the scheduled shift. If an employee is required by the Employer to perform any work or duty either before or after his regular shift hours, he shall be compensated at the appropriate rate of pay for each work or duty. It is further understood that if an employee is directed by the Employer to report to a designated location at a specified time prior to the scheduled start of his shift, such time will be considered compensable at the appropriate rate of pay.

Sec. 10. The Employer agrees that all tests and interviews required by the Employer will be conducted during normal working hours or the Employer will compensate the employee for all time spent in such activities during off-hours.

ARTICLE X. Overtime

Sec. 1. Overtime assignments will be distributed as fairly and equally as possible to all employees. The Union recognizes that deviation from this policy will occur when particular skills/clearances are required.

Sec. 2. When the Employer has determined that overtime work is necessary, employees affected will be given 72 hours 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. Employees who develop a pattern of calling into the supervisor on scheduled overtime days to request sick leave or emergency annual leave, may be placed on limited leave restriction. The limited leave restriction would require a doctor's certificate to support illness or injury on overtime days, or other proof that emergency sick or annual leave was necessary.

Sec. 3.A. Personnel will be considered for overtime on a voluntary basis.

1) When there is time for advance notification, the lowest ranking person with the appropriate skill and security clearance who has worked the least hours of overtime will be asked first if he/she wants the overtime assignment.

2) When time allows, the first person to be contacted for overtime will be personnel who are on their days off.

B. In the event no employee accepts the overtime assignment on a voluntary basis, individuals on the shift going off duty will be held over to ensure that the shift coming on duty has minimum staffing.

Sec. 4. 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.

Sec. 5. 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.

ARTICLE XI. Holidays

Holidays will be observed as non-work days, except in cases of employees assigned to work shifts where the holiday is a part of the normal basic work week. Work performed on a holiday will be compensated as twice the basic rate of pay, including any applicable shift differential, if the holiday falls within the basic work week. If the holiday occurs outside of the basic work week, the employee will be compensated at usual overtime rates.

ARTICLE XII. Sick Leave

Sec. 1. Employees shall earn sick leave in accordance with applicable regulations.

Sec. 2. Approval of sick leave shall be granted to eligible employees when they are incapacitated for the performance of their duties by sickness, injury, or confinement due to illness. To obtain approval for sick leave not scheduled and approved in advance, employees or some other person knowledgeable about the employee's situation, will notify the officer-in-charge of the need for emergency sick leave at least two hours prior to the beginning of the work shift. Employees requesting emergency sick leave must call the officer-in-charge on

each successive day of illness unless on the first day, the employee requests and is granted approval for more than one day of sick leave.

Sec. 3. An employee is not required to produce a doctor's certificate to support the request for approval of sick leave of three work days or less unless the employee, because of apparent abuse of sick leave, had previously been given a written notice by the Employer requiring a doctor's certificate to support any future request for sick leave of any duration. In lieu of a doctor's certificate by an employee not under restriction, the supervisor may approve a statement signed by the employee stating the reasons why he did not see a physician. However, any such evidence submitted by the employee in support of requests for sick leave must be acceptable to the leave approving official. Disapproval of such an employee statement must be accompanied by the supervisor's reason for disapproval. See Article X for limited sick leave restriction for scheduled overtime.

Sec. 4. Employees who have been sent home because of illness or injury, shall not be required to furnish a doctor's certificate to substantiate a request for sick leave, unless their absence exceeds three days, or the nature of the incapacity should not reasonably require absence in excess of one day.

Sec. 5. Advanced sick leave may be granted to an employee in case of serious disability or ailment, in accordance with applicable regulations.

Sec. 6. The Employer will provide emergency first aid treatment to employees who are injured in the performance of duty. The Employer will also provide emergency transportation to a local hospital emergency room or local physician in case where an employee received a work related injury or is otherwise incapacitated while on the job.

ARTICLE XIII. Annual Leave

Sec. 1. Employees shall earn annual leave in accordance with applicable laws and regulations. The Employer agrees to give approval to an employee's request to take annual leave for personal purposes, subject to workload and manpower requirements, when the employee has given his supervisor reasonable advance notice. Approval of annual leave for emergency reasons will be granted on an individual case basis.

Employees will be notified promptly of approval or disapproval of their leave requests. When an employee requests leave in advance in writing, and the supervisor disapproves the request, the supervisor will given his reason in writing.

When a situation occurs wherein an employee could not have known beforehand of a need to be absent, a requests for leave normally will be approved if the employee notifies the supervisor by telephone at least two hours prior to the start of the work shift, indicating the type of leave required and its duration, and providing an acceptable reason for being absent. The two-hour limitation may be waived for bona fide emergency circumstances. Employees who are assigned to special duty watches or continuous shift operations are expected wherever possible, to report their unforeseen absences tow hours or more prior to the start of their scheduled shift, so as to enable the employer to make any necessary relief arrangements with other employees.

If the absence extends beyond the original anticipated duration the employee must request an extension from the first level supervisor. Employees who develop a pattern of calling in and requesting emergency annual leave may be required in the future to give the supervisor proof of the need for emergency leave. This may also apply to requests for emergency annual leave on scheduled overtime days.

Sec. 2. The Employer agrees to schedule approved annual leave for vacation purposes, of ordinarily not less than one week duration, on requests received prior to May 1 of each year. Schedules for the use of annual leave for vacation purposes shall be constructed on the basis of tenure of the employee's service in the work unit, subject to modification to meet operating and workload requirements. In developing the schedule, an employee making a selection shall not be permitted to change the selection if it disturbs the selection of

another employee but the supervisor may approve a change in selection provided another employee's choice is not disturbed, and the latter is agreeable to a change. Employees submitting requests after May 1 will have vacation granted on a first come first served basis subject to operating and workload requirements.

Sec. 3 Maternity leave will be granted in accordance with the following instructions:

A. Childbirth or complications of pregnancy are temporary disabilities and will be treated for leave purposes in the same manner as any other physical condition which incapacitates the employee for the performance of duty. Leave used for these reasons may be a combination of sick leave, annual leave, and leave without pay. To the extent available, sick leave may be used to cover the time required for physical examinations and the period of incapacitation to include delivery and recuperation.

If the employee desires a period of adjustment and/or time to make arrangements for the care of the child, such additional leave requirements will be charged to available annual leave or leave without pay.

B. The length of the absence is determined by the employee, the physician, and the Employer. The Employer will establish with the employee a firm date for the leave to begin and the expected date of return.

C. Employees should report pregnancy as soon as it is medically established so that any necessary steps may be taken to protect the employee's health and to make any necessary staffing adjustments that may be required during the maternity leave. An employee must obtain a certificate from the physician giving the estimated date of delivery, such certificate to be submitted to the supervisor at least four weeks in advance of the proposed starting date of the maternity absence.

D. When the employee reports pregnancy, the Institute's Medical Office will determine whether the employee's duties or surroundings involve exposure to hazards which can be reduced or eliminated. As a general rule, pregnant women should not be employed in work that involves heavy lifting, continuous standing, climbing, or exposure to toxic substances. If, after consulting her physician, the employee requests modification of her work duties or a

temporary reassignment to other available work for which she is qualified, every reasonable effort should be made to accommodate her request. The employer may request medical certification as to the nature of the limitations which are recommended by the employee's physician.

E. Upon completion of the accommodation period, the Employer has an obligation to assure continued employment in equal pay band and pay to the employee who wishes to return to work following delivery and confinement.

F. Sick leave may be advanced in accordance with existing DoC regulations covering advance of sick leave

G. A male employee may request only annual leave or leave without pay for purposes of assisting or caring for his newborn child while the child's mother is incapacitated for maternity reasons.

Approval of leave for this reason will be consistent with the Employer's policy for granting leave in similar situations, and each leave request will be considered on its own merits, subject to the provisions of this Article.

ARTICLE XIV. Leave Without Pay

Sec. 1. Employees may be granted leave without pay (LWOP) in accordance with applicable laws and regulations. Initially, such LWOP shall not exceed a period of 12 months. LWOP requests in excess of 30 days are submitted through the division to the Personnel Officer for approval.

Sec. 2. The Employer agrees that the Union may designate not-to-exceed 2 shop stewards per year as delegates to any union convention or conference. Absence from the job to attend a union convention or conference is not part of the shop steward's official job duties, but attendance can be beneficial to the Institute. Therefore, upon written notification to the Employer by the Union, such stewards shall be granted approved leave without pay or annual leave at the steward's option to attend the convention or conference. The 2 stewards may not exceed a combined absence of 6 calendar days per year. Implementation of this section shall not cause the Employer to incur a shortage of on-duty personnel.

Sec. 3. The employee on approved LWOP retains all rights and benefits he or she had prior to going on LWOP. However, an employee who goes on LWOP for all or any part of one or

more pay period is subject to paying for continued health benefits coverage. When the employee returns to duty, the National Finance Center will generate a bill that can be paid in a lump sum or the employee can elect to have it deducted from future pay checks. Health benefits are cancelled if an employee remains on continuous LWOP longer than 365 days. Health benefits can be restarted once an employee returns to duty from extended LWOP. Life insurance continues in force while an employee is in LWOP up to a maximum of 365 days. At the end of 365 days, the life insurance is cancelled. Like health benefits, life insurance can be restarted once an employee returns from LWOP of more than 365 days.

ARTICLE XV. Civic Responsibilities

Sec. 1. In the event an employee is called for jury duty, the Employer will grant court leave in accordance with applicable rules.

Sec. 2. If an employee is called for jury duty, he/she shall promptly notify the Employer by showing a copy of the jury summons and will present to the Employer a signed jury service time card or other satisfactory evidence of the time served on such duties after its performance.

Sec. 3. Employees scheduled to work on any election day who are eligible to vote in such election shall be granted time off to vote in accordance with applicable regulations, and such employees shall suffer no deduction in pay for time so spent.

ARTICLE XVI. Personnel Movements In Reduction-In-Force Situations and Rehiring

Sec. 1. The Employer agrees, whenever possible, to take steps to avoid or minimize reduction-in-force by restricting recruitment and promotions, by meeting full-time equivalency ceilings through normal attrition, and by reassignment of surplus employees to positions which are vacant at the same grade level of affected employees and for which affected employees are qualified. The Employer agrees to notify the Union as far in advance as possible of initiating a reduction-in-force affecting bargaining unit employees.

Sec. 2. The Employer agrees to notify the Union of the reasons for a reduction-in-force; affected competitive levels; and the approximate number of employees affected. Upon request, the Employer will provide the Union with a copy of the pertinent retention register used for the reduction-in-force. During any reduction-in-force affecting bargaining unit

employees, management will provide the Union with updated status reports.

Sec. 3. Reduction-in-force, including determining retention rights and bumping and retreat rights will always follow applicable regulations of OPM, DoC, and NIST.

Sec. 4. The Employer will fully counsel bargaining unit employees affected by reduction-in-force of their rights under existing laws and regulations and of all placement programs available to RIF'ed employees.

Sec. 5. A career bargaining unit employee separated by reduction-in-force shall be given the opportunity to be placed on the DoC's Reemployment Priority List for two years, while a career-conditional bargaining unit employee separated by reduction-in-force shall be given the opportunity to be placed on the Reemployment Priority List for one year.

Sec. 6. The result of a bargaining unit employee's reduction-in-force may either be taken to arbitration according to provisions of Article XXVI of the Negotiated Agreement provided the Union agrees, or appealed to the Merit Systems Protection Board, but not both. An employee may appeal directly to the MSPB with or without the Union's representation. An appeal must be filed with the appropriate MSPB authority not later than 20 calendar days after the effective date of the reduction-in-force.

ARTICLE XVII. Changes in Job Description And Job Regulations

Sec. 1. When any change in a job description, job requirement, or job pay band results in a personnel action effecting a downbanding of an employee in the unit, such personnel action will not be effected without prior (30 calendar days) written notice to the employee stating in full the 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.

Sec. 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 Personnel.

Sec. 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.

Sec. 4. Management retains the right to assign work in accordance with 5 U.S.C. 7106 (a)(2)(B). The union retains its right under 5 U.S.C. 7114 to negotiate over the impact and implementation of such changes to the extent required by Statute absent any clear and unmistakable waiver of this statutory right.

ARTICLE XVIII. Training and Career Development

Sec. 1. Both parties recognize that the training and development of employees contributes towards efficient operations. Accordingly, the Employer will, within budgetary and staffing limitations, and to the extent possible, encourage employees to self-develop and provide necessary training to enable employees to perform their assigned work efficiently and effectively. All guards covered by the Agreement shall be re-certified in the use of firearms twice a year.

Sec. 2. Each employee is responsible for applying reasonable effort, time, and initiative to increase potential value through self-development. Both parties encourage employees to take advantage of training and educational opportunities that will add to the skills and qualifications needed to increase efficiency, performance of duties, and advancement within their occupation.

Sec. 3. The determination of training needs, choice of subject matter, areas of training, selection of employees for training, and assignment of training priorities is a function of the Employer. Management directed job-related training will be distributed equitably and fairly among qualified employees.

Sec. 4. Shop stewards attending the annual shop stewards' training program conducted by the Union will charge two-thirds of their time to the Personnel labor relations cost center, and one-third of their time to personal annual leave or leave-without-pay if there is no or insufficient annual leave balance.

ARTICLE XIX. Presentation of Awards

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

times as to insure timely presentation of the forms of recognition.

ARTICLE XX. Safety and Health

Sec. 1. Safety and health matters will be governed under the provisions of Commerce regulations and 29 CFR 1960.

Sec. 2. It shall be the policy of the Employer that any employee who is injured in the performance of his duties shall receive all of the benefits which may be available to him expeditiously.

Sec. 3. The full assistance of officials of the Employer will be made available to the injured employee. Compensation claims will be processed in accordance with Department of Labor and Commerce regulations.

Sec. 4. When authorized by the employee, and when the Union has been designated by an employee as his Representative in the matter of an OWCP case, the Employer will make available to the Union upon request, All records and information pertaining to the case.

Sec. 5. The Employer agrees to furnish, wherever Possible, protective clothing to all guards working outside In abnormal weather conditions (example: rain, snow, severely cold temperatures). This shall include lined gloves.

Sec. 6. The Employer agrees to furnish safety glasses, Including prescription/safety glasses as needed and in Accordance with current directives.

ARTICLE XXI. Bulletin Boards

The Employer will provide a bulletin board in an area Frequented by unit employees and made available to the Union for posting notices of meetings and other union Matters. The aforementioned notices will be in keeping Within the spirit and intent of this Agreement.

ARTICLE XXII. Merit Assignment Program

The NIST Merit Assignment Program and Demonstration Project procedures, are incorporated into this Agreement by reference.

ARTICLE XXIII. Uniforms and Uniform Allowances

Sec. 1. Chapter 6, Section 1 and Section 2 of the Physical Security Force Operating Manual are incorporated by Reference.

Sec. 2. The Employer shall pay each employee covered by this agreement a shoe allowance of \$40.00 per year. In the first year, the Employer will initiate the paperwork for payment after the contract is signed. Thereafter, the allowance shall be paid the first pay period of each calendar year the contract is in effect. For employees entering on duty after the first pay period of the calendar year, the employer will initiate paperwork for the allowance during the first pay period after they enter on duty.

ARTICLE XXIV. Disciplinary Action

Sec. 1. Disciplinary actions, a generic term including all Disciplinary and adverse actions not based solely on Performance-related factors, shall be taken for just cause and the efficiency of the service, and in keeping with the Principle that such actions are a necessary and important tool of supervisors in the management of the workforce.

Sec. 2. In all disciplinary actions, 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. Additionally, management agrees to notify the Union of any hearing held in conjunction with a suspension, reduction-in-payband or pay, or removal with or without the employee's approval.

Sec. 3. No disciplinary action may be taken against an employee covered by this Agreement for failure to pay a financial obligation unless the employee first admits to a just financial obligation or unless there is an appropriate court judgment against the employee.

Sec. 4. Disciplinary actions are defined as: Oral admonishment, written letter of reprimand, suspension, reduction in pay band or pay based on inefficiency or other non-performance related factors, and separation not requested by an employee.

A. Oral admonishments are not grievable under the negotiated grievance procedure and may serve as the basis for further disciplinary action. Oral admonishments will not be officially documented.

B. A written letter of reprimand will explain the employee's offense and the right to grieve under the negotiated grievance procedure. An extra copy of the written reprimand

will be provided to the employee. The employee may elect to give the extra copy to the Union. A grievance in response to a written reprimand must be filed within 15 calendar days of receipt of the reprimand. A written reprimand will be placed in the employee's official personnel file for not to exceed two years.

C. A proposal to suspend, reduce in pay band or pay based on inefficiency or other non-performance factors, or separate will include a written notification specifying the reasons for such proposal. The employee will be provided an extra copy of the proposal which the employee may give to the Union.

D. Proposed suspensions of 14 days or less are not grievable under the negotiated grievance procedure. A decision to sustain a proposed suspension of 14 days or less may be grieved under the negotiated grievance procedure.

Procedure

D.1. The advance written notice period of a proposed suspension of 14 days or less is 10 calendar days. The notice must state the most severe action that is being proposed. No action may be taken that is more severe than that listed in the notice.

D.2. The notice must contain the specific reasons for the action which management is relying on to support its proposal.

D.3. The notice must include specifically and in detail the infraction(s) or offense(s) the employee committed.

D.4. The notice must inform the employee that he or she and their chosen representative have the right to review any material used to support the proposed suspension; that the employee has the right to request a reasonable amount of official time to review the material; that the employee may respond both orally and in writing to the proposal; to whom the response must be directed; and that any such written response must be submitted within 10 calendar days of receipt of the notice.

D.5. If a hearing of the proposed suspension is requested, it must be held within 10 calendar days of receipt of the request. Management must issue its written decision within 10 calendar days of the conclusion of the hearing, or expiration of the reply time.

D.6. In the written decision, the employee must be informed that the Union is the exclusive representative should the employee decide to grieve the decision to sustain the proposed suspension and should the employee elect representation.

E. Proposed suspension of 15 days or more, reductions in pay band or pay based on inefficiency or other non-performance factors, and separations are not grievable under the negotiated grievance procedure. Decisions to sustain such proposed actions may either be appealed by the employee to the Merit Systems Protection Board or with the Union's concurrence taken to binding arbitration, but not both. Appeal of such decisions to the Merit Systems Protection Board must be filed with the Board within 20 calendar days after the effective date of

the action. Arbitration may be invoked only according to The provisions of Article XXVI of the Negotiated Agreement.

Procedure

E.1. Procedures on proposing disciplinary actions listed in E. above are the same as those in Sec. 4.D. 1 through 5, except that the notice period for such actions is 30 calendar days, and any written response to such notice must be submitted within 15 calendar days of receipt of the notice. The 30-day notice period and 15-day response time do not apply when the crime provision, 5 U.S.C. 7513b.1., is invoked.

Sec. 5. In the administration of disciplinary actions, all aspects of due process shall be observed in accordance with all current and future personnel laws and regulations as set forth by Congress, OPM, and DoC.

Sec. 6. When a member of the Bargaining Unit is called in by a supervisor to discuss any disciplinary matter, the employee may request the presence of a union shop steward at the meeting. In the event the employee does not request the presence of a shop steward, the Union retains the right to be present at the meeting as an observer.

Sec. 7. If a supervisor has reason to give an employee an oral admonishment or any other form of discipline, such discipline must be carried out in private and in such manner that will not embarrass the employee in front of other employees. Present at any meeting dealing with disciplinary actions will only be those persons having a need to be there, for example, the supervisor, other management representatives, the Union's representative, and the employee.

Sec. 8. When an employee grieves a disciplinary action and does not elect Union representation, the Union will be

permitted to have an observer present at any hearing requested by the employee, or to review the record of the case should no hearing be requested and a decision is expected on the record alone.

Sec. 9. All disciplinary action records maintained on employees will comply with the Privacy Act. No deviation is permitted with respect to such records. Violation is subject to the negotiated grievance and arbitration procedures of this Agreement. It is also agreed that access to these records is governed by the Privacy Act.

ARTICLE XXV. Negotiated Grievance Procedure

Sec. 1. The purpose of this Article is to provide an exclusive procedure for the processing and settlement of grievances over the interpretation and application of this Agreement; NIST'S interpretation of published agency policies or regulations, provisions of law or regulations of appropriate authorities outside the agency; decisions to sustain proposed suspensions of 14 days or less; and for the settlement of employee grievances for which no separate grievance procedure is provided. This procedure is also the exclusive procedure available for settlement of all grievances on questions of arbitrability. It does not cover:

A. Any claimed violation of subchapter III of Chapter 73 of Title 5 U.S. Code (relating to prohibited political activity).

B. Retirement, life insurance, or health insurance.

C. A suspension or removal under Section 7532 of Title 5 U.S. Code – national security.

D. Any examination, certification or appointment.

E. The classification of any position which does not result in the reduction in grade or pay of an employee.

F. The non-adoption of a suggestion.

G. Decisions relating to Worker's Compensation claims which are adjudicated by the U.S. Department of Labor.

H. A fitness-for duty examination decision.

I. Matters for which a statutory appeal procedure is established.

Sec. 2. An employee may only represent himself or herself or have the Union represent him or her in any grievance initiated under these procedures.

Sec. 3. If the parties cannot agree as to whether or not an issue is grievable or arbitrable under this procedure, the question will be referred to the Federal Mediation and Conciliation Services (FMCS) seeking a panel of arbitrators to set forth both the grievability/arbitrability issue as well as the merits of the issue, and will inform FMCS that a separate arbitration proceeding will not be undertaken for grievability/arbitrability determinations in

the event the arbitration procedure chosen by the parties is the full evidentiary hearing, evidence on the grievability/arbitrability question will be presented to the arbitrator first for a decision prior to the presentation of evidence on the issue which is subject to the grievance.

Sec. 4. It is agreed that any grievance under this Article will be initiated within 15 calendar days of the incident that caused

the grievance, and not later than 45 calendar days of the incident, provided the grievant can prove satisfactorily that he or she was unaware of the incident within the 15 day time limit.

Sec. 5. Grievances will begin at whatever appropriate step relief or resolution can be granted. The steps of the Negotiated Grievance Procedure are listed below. If a decision at each step is not rendered within the specified number of days, the grievant may refer the grievance to the next step. In grievances where the Union is designated by the employee as the representative, the steward must have the concurrence of the employee to go forward to the next step. NOTE: There are separate grievance steps covering grievances of decisions by the Director of Administration to sustain proposed suspensions of 14 days or less.

Sec. 6. If the employee and/or the Union fail to act within the time limits specified, such failure shall constitute acceptance of the Employer's decision and/or withdrawal of the grievance. Both parties can agree to extend time limits.

Sec. 7. The grievant, his Union representative, if a bargaining unit member, and any employee witness(es) will be in a duty status while serving in that capacity.

Sec. 8. Negotiated Grievance Forms will be available through the Union and Labor Relations Officer.

Sec. 9. The Employer and Union agree that an employee may present an interpretation and an application grievance to the Employer without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given the opportunity to be present at the adjustment.

Sec. 10. It is the intent of both parties that any dispute subject to the negotiated grievance procedure shall be handled in a confidential, objective, and expeditious manner, with a view of effecting an equitable settlement. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack.

Sec. 11. The Union agrees to avoid supporting frivolous, vague, or untimely grievances and to refrain from soliciting grievances.

Steps of Negotiated Grievance Procedure

Step 1: The grievance may be taken up by the employee with the immediate supervisor (lieutenant) orally and informally. It should be understood that the employee reserves the right to request the presence of a shop steward. The supervisor (or designee) must inform the grievant in writing of the decision within five (5) calendar days after being notified of the grievance.

Step 2: If the grievant is not satisfied with the Step 1 decision, the grievance may be resubmitted to the appropriate second level supervisor (captain) within five (5) calendar days of notification of the Step 1 decision. The written grievance must contain: (1) a statement of the Article(s) alleged to be violated and the nature of the grievance, (2) a specific statement as to the requested solution or remedy, (3) the name of the shop steward to represent the grievant if the grievant so desires, and (4) be signed and dated by the grievant. Within five (5) calendar days of receipt of the written grievance, the appropriate second level supervisor (or designee) will hold a meeting with the grievant and steward, if representing the employee, and within five (5) calendar days following the meeting, issue a written decision to the grievant.

Step 3: If the grievant is not satisfied with the Step 2 decision, the written grievance may be submitted to the Division Chief within five (5) calendar days of receipt of the Step 2 decision. The written grievance must give the reason(s) why the grievant is not satisfied with the Step 2 decision. Within five (5) calendar days of receipt of the Step 3 grievance, the division chief or designee will hold a meeting with the grievant and shop steward, and within five (5) calendar days of the hearing, issue a written decision to the grievant.

Step 4: If the grievant is not satisfied with the Step 3 decision, the written grievance may be submitted to the Director of Administration through the Personnel Officer within ten (10) calendar days of receipt of the Step 3 decision. Again the grievance must spell out why the grievant is not satisfied with the Step 3 decision and the resolution sought. Within ten (10) calendar days of receipt of the grievance, the Director of Administration will hold a meeting with the grievant and shop steward and within ten (10) calendar days of the meeting, issue a written decision.

Step 5: If the grievant is not satisfied with the Step 4 decision, the Union may submit a written notification within ten (10) calendar days of receipt of the Step 4 decision to the Director of the Institute notifying the Director of the Union's intention to go to arbitration. The notice must contain the Union's written commitment to share the cost of arbitration and cite the reason(s) why the Step 4 decision did not satisfy the grievant. Management will also agree in writing to share the cost.

Steps for Grievances of Decisions to Sustain Proposed
Suspensions of 14 Days or Less

Step 1: The employee may grieve a decision to suspend for 14 days or less. The grievance must be filed with the NIST

Deputy Director through the Personnel Officer within five (5) calendar days of the Director of Administration's decision to sustain the proposed suspension. The grievance must be written, state why the grievant is dissatisfied with the Director of Administration's decision, and also state whether or not the grievant wishes a hearing. If a hearing is not requested, the Deputy Director will issue a decision on the record within ten (10) calendar days of the filing of the grievance. If a hearing is requested, the hearing must be held within ten (10) calendar days of the request. The Deputy Director may conduct the hearing himself, or assign a senior manager to conduct the hearing and report back to the Deputy Director with the findings and recommendation. Within ten (10) calendar days of the meeting, the Deputy Director will issue a written decision.

Step 2: If the grievant is not satisfied with the Deputy Director's decision, the Union may decide to go to arbitration. If so, the procedures outlined in Step 5 above must be followed.

ARTICLE XXVI. Arbitration

Sec. 1. In the event grievances are not resolved in accordance with the provisions of Article XXVII, or in the event of a disagreement over a decision of a suspension of 15 days or more, reduction in grade or pay, or removal, binding arbitration may be invoked only in accordance with the following conditions:

A. The grievance must involve the interpretation and application of terms of this Agreement or involve a disagreement of a decision on a suspension of 15 days or more, reduction in payband or pay, reduction-in-force or removal.

B. Arbitration may be invoked only by the Employer or the Union.

C. Grievances involving NIST or DoC current and future regulations and policies on conditions of work are subject to arbitration, provided the grievances are not over matters otherwise excluded from negotiations by Article III, Management Rights. The arbitrator will be provided the interpretation of the rule or regulation by the NIST Personnel Officer and the arbitrator shall use this interpretations a basis in deciding the grievance.

Sec. 2. After approvals specified in Sec. 1. are obtained, and within seven (7) days from the date of receipt of the arbitration request, the Employer and Union shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. Either party may request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three days after the receipt of such list. If they cannot mutually agree upon one of the list arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five and repeat this procedure until one arbitrator's name remains. He or she shall be the duly selected arbitrator.

Sec. 3. The fee and expenses of the arbitrator shall be borne equally by Management and the Union. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday. All employee representatives, employee appellants, and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Sec. 4. The arbitrator is requested by the parties to render his/her binding decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearings unless the parties otherwise agree.

Sec. 5. After receiving the arbitrator's decision, the NIST Director shall decide whether to: (1) file an exception to the decision with the Federal Labor Relations Authority; or (2) take actions required by the arbitrator's decision. If no exception is filed with the Federal Labor Relations Authority during the 30-calendar day period beginning on the date of such award, the award shall be binding and final.

Sec. 6. The arbitrator's decision is limited to interpreting this Agreement or other conditions of work and the arbitrator shall not add to, subtract from, or modify any terms of this Agreement.

ARTICLE XXVII. General Provisions

Sec. 1. The Employer will furnish the Union a current listing of all employees in the unit on a monthly basis. Such listings shall include the name, cost center, pay band, and rate of pay.

Sec. 2. Employees in the unit will not be canvassed with regard to any matter subject to negotiations or consultations unless such employees have been duly authorized by the Union to act as spokesman in regard to such discussion.

Sec. 3. Unit employees will be kept informed at all times as to the name of their immediate supervisor. In this regard, it is recognized the above immediate supervisor has technical, administrative and evaluation responsibilities over employees assigned to him/her. Employees may be temporarily assigned to another shift and/or supervisor. However, the immediate first line supervisor retains responsibility for evaluation with input from other temporary assigned supervisors.

Sec. 4. The Employer agrees to provide the Union with office space, telephone, and office equipment to conduct union business at the Gaithersburg site.

ARTICLE XXVIII. Contracting Out

The Employer will consult with the Union concerning any contracting out of work under provisions of A-76 that will affect employees in the unit. Such consultation will take place prior to the contracting out and the Employer will give due consideration to the Union's views.

ARTICLE XXIX. Equipment

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

Sec. 2. Damaged equipment furnished by the Employer shall be replaced or repaired by the Employer.

Sec. 3. Each regular patrol vehicle shall be equipped with a shotgun.

ARTICLE XXX. Performance Evaluation

Sec. 1. Demonstration Project procedures for performance appraisals constitute the performance appraisal procedures for bargaining unit employees.

Sec. 2. Both parties recognize that Public Law 95-454 contains the legal requirement that agencies within the Federal Government establish and use a performance rating system applicable to all employees. The objective of such a performance evaluation and rating system shall be to:

A. Use the results of performance ratings as a basis for training, rewarding, reassigning, promoting, reducing in pay band, retaining, and removing employees.

B. Recognize the merits of employees and their contribution to efficiency and economy.

C. Improve individual performance.

D. Correct individual work deficiencies.

E. Establish performance standards and keep employees apprised of their performance in relation to these standards.

Sec. 3. All performance standards must be fair and job-related. The Employer agrees to ensure employee participation, and at its request the Union's participation, in the discussion of critical performance elements and performance standards. Management has the final say in the selection of such elements and standards.

Sec. 4. The annual performance rating discussion will be accomplished with the employee in private. The rating official's appraisal will be based on a thorough knowledge of performance, conditions under which the work is performed, observation, and an evaluation of the employee's work and results achieved. The employee has the right to freely express his or her views at the time of the annual performance rating and to put in writing those comments. The employee will also be allowed to comment on any aspect of the appraisal of performance and such comment shall accompany such appraisal. Upon conclusion of the rating discussion, the employee should sign the form to indicate the rating was discussed. Signing does not indicate either agreement with the rating or any waiver of grievance rights. The employee will receive a final completed form after approval by the approving

official, who will also sign and date the form. In addition to annual rating, supervisors must hold at least on progress review to discuss performance at about the halfway point in each appraisal period. It is expected that other informal performance discussions will take place between the supervisor and employee. They should be frequent enough to assure mutual understanding of changing job requirements and any problem the employee is encountering in performing the work.

Sec. 5. If the performance of an employee fails to meet the criteria for fully successful or above, appropriate action will be taken as set forth in accordance with Demonstration Project Procedures. The employee will receive an extra copy of any performance-based action which he or she may give to the Union.

ARTICLE XXXI. Effective Date and Duration of Agreement

Sec. 1. This Agreement shall be effective on the date it is signed and will remain in full force and effect for a period of three years from the date. By mutual agreement, the contract may be extended for yearly periods without reopening negotiations.

Sec. 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.

Sec. 3. At least sixty (60) days but no more than seventy (70) 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.

ARTICLE XXXII. Time Limits

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

We, NIST Management and Columbia Lodge #174 agree that negotiations for a new contract have been concluded. The contract becomes effective no later than thirty (30) days from the date it is signed by the Employer's representatives and by the Union's representatives.

In witness whereof the parties hereto by their authorized representatives have executed this Agreement on this 19th day of April 1990.

For the NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY:

by: _____
Guy W. Chamberlin
Director of Administration

by: _____
Elizabeth W. Stroud
Personnel Officer

by: _____
Walter J. Rabbitt
Chief Negotiator

For COLUMBIA LODGE #174
AFL-CIO:

by: _____
Columbia Lodge #174
William M. Proctor
Business Agent