

Jan 8/15/08

**ARTICLE 7  
UNION RIGHTS**

**SECTION 1**

- A. It is agreed that the Union shall be given the opportunity to be represented at all formal discussions between the Employer and the employee concerning any grievance, or any personnel policy or practices or matters affecting the general working conditions of employees in the unit.
- B. Factors that indicate whether a meeting is "formal" include, but are not limited to:
- 1) the status of the individual who held the discussion(s);
  - 2) whether any other management representatives attended;
  - 3) the location of the discussion(s);
  - 4) how the meeting was announced;
  - 5) the length of the discussion;
  - 6) whether an agenda was established; and
  - 7) the manner in which the discussion(s) was conducted.
- C. The Employer will notify the Union in writing of any scheduled formal meeting one calendar week in advance of the meeting or on the day the meeting is scheduled, whichever period is shorter, but in no case shall notice be fewer than two (2) workdays in advance of the meeting, except in emergency situations. Notice in each chapter shall go to the representative(s) designated by the Union. The local Chapter may designate a union mailbox to receive such notifications. In the absence of such written description, notice shall go to the chapter president. If available, the notice shall include an agenda and a copy of any written materials that will be distributed at the meeting.
- D. The Employer will acknowledge the attendance of the designated Union representative at the start of the formal meeting. The Union representative will be given the opportunity to ask relevant questions on behalf of the employees and may make a brief statement of the Union's position on the matter under discussion. At any formal meeting, the Union representative may inform employees that if any of them wishes to discuss the meeting topics with him or her further or in private, the employee upon supervisory approval, may come to the Union office or other area to meet with the Union representative.
- E. All settlement agreements relating to complaints and grievances affecting working conditions of bargaining unit employees will be forwarded to the appropriate NTEU chapter president or the NTEU National President, with a copy to the appropriate servicing personnel office, for a seven (7) day period of consideration. NTEU will notify the Agency if it alleges that the settlement conflicts with any negotiated agreements between the HHS and NTEU or other non-discretionary requirements. Failure of the Union to allege within the seven-

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day consideration period that a conflict exists shall be deemed acceptance of the settlement agreement.

Settlement agreements will contain the following statement:

*This settlement agreement is subject to approval for compliance with negotiated agreements between HHS and NTEU. Accordingly, it will be forwarded to the appropriate NTEU chapter president or the NTEU National President, with a copy to the appropriate servicing personnel office, for a seven (7) day period of consideration. If NTEU alleges the settlement conflicts with any negotiated agreements between the HHS and NTEU, or other non-discretionary requirements, you will be notified.*

#### **SECTION 2**

All requests for data made by the Union under 5 U.S.C. § 7114(b)(4) will be so identified and will be processed in accordance with all applicable laws, including case law, regulations, and contractual obligations. When the Union has demonstrated a particularized need and the requested information cannot be provided within fourteen (14) work days, the Union will have the option of either postponing or amending any filing and/or other deadlines relating to the request.

#### **SECTION 3**

The Union may refuse to represent any bargaining unit employee in any proposed disciplinary actions, any statutory appeals, or any matter outside this Agreement, which includes the following:

- Adverse actions such as removals, demotions, etc.
- EEO complaints
- Unacceptable performance actions such as removal or demotion
- Workers compensation cases

Allegations of prohibited personnel practices

#### **SECTION 4**

All NTEU field representatives and NTEU National Negotiators who handle HHS matters will be provided with access identification cards for the buildings that contain bargaining unit members and will be required to complete background investigations consistent with law and generally applicable Agency internal security policy and follow the appropriate local sign in procedures, as appropriate. If the NTEU representative has not undergone the background investigation, s/he will have the same access as other member of the general public.

#### **SECTION 5**

If the local chapter requests, the Employer will include with its commitment letters a brochure, agreed to by the National parties, which outlines the benefits of membership in the Union.

Union representatives may address a training class during the non-duty hours of the class members.

#### **SECTION 6**

Union representatives may address a training class during the non-duty hours of the class members.

#### **SECTION 7**

One (1) week of each year, to be agreed upon between the parties annually at the national or local level, will be recognized by the Employer as Labor Recognition Week. During that week, local chapters may use the Employer's cafeterias and break rooms to set-up exhibits publicizing the contributions of organized labor, particularly NTEU, to society. Meeting rooms may also be made available. All employees may request up to one (1) hour of administrative time to participate in Labor Recognition Week activities. Local chapters shall be provided with official time consistent with Article 10.

#### **SECTION 8**

- A. The Employer agrees to authorize leave to any Union representative for attendance at Union meetings, or portions of meetings, which constitute internal Union business, unless the employee's absence would substantially hinder the accomplishment of essential workload requirements. Union Chapters will notify the Employer as to which representatives will be attending such meetings as early as possible, normally at least ten (10) workdays preceding scheduled departure. Late notice shall not be the sole ground for denying leave requests.
- B. Additionally, the Employer will grant the Union officers and Union representatives leave to perform other internal Union business, **unless the employee's absence** would substantially hinder the accomplishment of essential workload requirements.
- C. For the purpose of this Section, employees may use annual leave, leave without pay, earned credit hours, earned compensatory time, or any combination thereof.