

**ARTICLE 10**  
**UNION REPRESENTATIVES/OFFICIAL TIME**

**Section 1**

This Article governs the use of official time for bargaining unit representational functions performed by employees. The Employer and the Union recognize that the use of official time to conduct authorized representational activities is in the public interest. The Parties share the responsibility to ensure that such time is used effectively and appropriately accounted for.

**Section 2**

- A. Each NTEU Chapter may designate one (1) Union steward for every forty (40) bargaining unit employees or major fraction (51%) thereof. This calculation notwithstanding, each Regional Office, District Office/Laboratory, and Field Office will be entitled to two (2) stewards. Chapter Presidents are in addition to the 1:40 ratio or minimum of two stewards.
- B. The Union has the right to appoint any BUE to act as an assistant steward solely for the purpose of covering a formal meeting in any location. The assistant steward's role will be strictly limited to attendance at the formal meeting. The Union will notify the Employer as soon as practicable of the assistant steward's assignment to the formal meeting, but no advance notice shall be required since the assistant steward will not be performing any additional representational functions. Assistant stewards (also known as "ad hoc" stewards) are not included in the 1:40 ratio.
- C. The Union has the right to appoint stewards from any Operating Division represented by the Chapter. Stewards are authorized to perform any representation functions on behalf of the Chapter or any bargaining unit employee within that Chapter's jurisdiction. Subject to Section 3 below, the Union has the right to make changes to its appointments of stewards at its sole discretion.

**Section 3**

- A. The Union agrees to provide the Servicing Human Resources Center Labor Relations Officer with a written listing of its Union representative(s) along with a description of their individual Union assignments no later than four (4) weeks after the effective date of this Agreement. The Union will also notify the Employer's designated contact person in writing of other Union representatives who may request official time, along with a general description of their individual Union assignments. Changes will be submitted to the Servicing Human Resources Center Labor Relations Officer generally not less than two (2) workdays prior to the assumption of representational responsibilities by any new representatives, except for assistant stewards (or ad hoc) identified in 2B and 2C above. The Employer will not approve such official time until those written notices are received by the Servicing Human Resources Center Labor Relations Officer. The Employer will not unduly delay approval.
- B. No Union representative will be disadvantaged in the assessment of his/her performance based in his/her use of documented official time when conducting labor-management business authorized by this Article. However, it is understood that performance problems

*M. Amner J. Madh*  
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*J. C. S.*  
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unrelated to the use of official time may be addressed in accordance with other relevant provisions of this Agreement. The performance of employees serving as Union representatives will be rated on the basis of Employer-assigned work consistent with the elements identified in the respective employee's performance plan. However, the time spent on Union duties will be considered by the supervisor during productivity considerations. That is, the employee union representative's performance of Employer-assigned work will be rated on the basis of pro-rated work time, i.e., the work performed in available work time after approved official time has been subtracted.

- C. When the Union representative is initially appointed, the supervisor and the Union representative will meet to discuss workload and performance expectations. As necessary, the supervisor will make appropriate adjustments to workload relative to the Union representative's representational responsibilities and needs.

#### Section 4

- A. Union representatives must request official time and receive approval in advance consistent with workload requirements, except when unforeseeable circumstances do not allow for advance approval. The parties agree that "in advance" depends on a number of factors. Official time requests will be granted unless they substantially hinder the accomplishment of essential workload requirements.
- B. The Union representative will request authorization to use official time from his or her supervisor on an official time request form (see Attachment XX). Where possible, this request will be submitted at least twenty-four (24) hours in advance. The Union representative will indicate the general nature of the representational activity he/she wishes to carry out and the approximate length of time he/she believes is required. Requests and their approval may be made on a day-to-day basis or for specific activities, as appropriate. For timekeeping purposes, all dates included in a single request for use of official time must fall within the same pay period. Representatives may submit multiple requests, however, within a single pay period. The Employer will promptly respond to official time requests, within two (2) workdays of receipt or prior to the usage, if shorter.
- C. All advance requests for official time are understood to be estimates. If the estimate for official time is less than that actually needed, the Union representative must notify his/her supervisor prior to exceeding the estimate. Normally, such extensions, if reasonable, will be granted unless doing so would substantially hinder accomplishment of essential workload requirements. Approval may be oral (with subsequent written confirmation) or in writing. All Union representatives are subject to all leave administration and time keeping procedures affecting employees generally.

#### Section 5

- A. After the effective date of this Agreement, notwithstanding any other provision of this Article, the parties agree that the positions in which union representatives currently use 100% official time (those positions are Chapter Presidents for Chapter 212, 254 and 282; Vice President for Chapter 282; and Chief Steward for Chapter 282) will be granted

official time as follows: 100% official time the first year; 90% official time the second year; and 80% the remaining years.

- B. Chapter Presidents and Vice Presidents or Chief Stewards will generally not exceed, on an annual basis, official time in excess of fifty percent (50%) of their available duty time.
- C. All other representatives will generally not exceed, on an annual basis, official time in excess of 33% of their available duty time.
- D. By mutual agreement, the parties may change these percentages.

#### Section 6

- A. Time spent attending Agency established teams or workgroups, such as PWS, MEO, labor- management committees/councils, and other Agency established teams or workgroups will not be counted toward the representative's annual percentage.
- B. Pursuant to the procedures outlined in Section 5 above, representatives shall be granted official time for participation in the meetings with the Employer and any other representational functions described below (including official time to travel to and from such meetings). Internal Union business may not be conducted on official time. Representational functions include any statutory proceeding or other forum in which the Union is representing an employee or the Union is acting pursuant to its obligations under relevant contract provisions, regulations or law, to include:
  - 1. Formal discussions between Employer representatives and employees concerning personnel policies, practices, matters affecting working conditions or any other matter covered by 5 U.S.C. § 7114(a)(2)(A);
  - 2. meetings to discuss or present unfair labor practice charges or unit clarification petitions;
  - 3. meetings to present appeals in connection with statutory or regulatory appeal procedures in which the Union is designated as the representative;
  - 4. oral reply meetings if the Union is representing the employee;
  - 5. any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases;
  - 6. meetings with the Employer for the purpose of presenting an employee's request for review and/or reconsideration (grievance) of that employee's performance appraisal;
  - 7. Attendance at an examination of an employee who reasonably believes he or she may be the subject of a disciplinary or adverse action and the employee has requested representation pursuant to 5 USC 7114(a)(2)(B);

8. grievance meetings and arbitration hearings;
9. meetings of committees on which Union representatives are authorized membership pursuant to this Agreement;
10. EEO complaint settlements, administrative and/or court hearings if a complaint is processed under the negotiated grievance procedure;
11. all negotiations with the Employer occurring during the term of the CBA (including briefings);
12. attendance and participation at any new employee orientation session outlined in Article 13;
13. to attend OSHA meetings consistent with regulation;
14. to conduct training or activities on labor relations issues for employees not to exceed four (4) hours quarterly (non-cumulative);
15. to conduct contract training for employees as outlined in Article 13;
16. to meet with members of Congress and their staffs on matters relating to bargaining unit conditions of employment;
17. attendance at Employer-recognized activities to which the Union has been invited;
18. to participate in jointly sponsored training primarily to further the interest of the government by improving labor-management relationships;
19. Discussions of possible grievances with an employee;
20. Confering with affected employees about matters for which remedial relief is available under the terms of this Agreement;
21. Informal consultations between the Employer and the Union;
22. Preparation of reports, forms, and documents required by law or regulation concerning the proper operation and administration of a labor organization; and
23. To prepare for, if necessary, and travel to any of the activities listed above.

#### Section 7

Attendance at and participation in Union events, e.g., National or local training and conventions, where the agenda has been reviewed in advance by the Employer and the

amount of time has been approved will not be counted toward a representative's maximum official time "cap." The time authorized for this purpose shall not exceed 60 hours per representative in the first year of the agreement and 48 hours per year thereafter.

#### Section 8

- A. All employees (e.g., grievant, representatives, witnesses, and appellants) whose presence is necessary at relevant proceedings such as hearings, meetings, arbitrations, oral replies, etc. will be authorized official and/or duty time to participate in the proceedings. These employees will also receive reimbursement and/or per diem for travel.
- B. Employees will receive official/duty time, as appropriate, when being interviewed by:
  1. a steward who is using time pursuant to subsections 6B above; or
  2. by a national representative of the Union, in connection with a matter for which remedial relief may be sought pursuant to this Agreement. Employees who are witnesses in arbitrations will receive official time as follows:
    - (a) when being interviewed by national representatives of the Union in connection with an arbitration; and
    - (b) when testifying during the arbitration.
  3. to prepare responses to actions proposed by the Employer.

#### Section 9

Union representative working on credit hour programs may earn credit hours for representational activities in the following circumstances:

1. They must have the approval of their supervisors, consistent with the credit hour provisions in Article 25, Alternative Work Schedules; and
2. The time earning credit hours must be:
  - to participate as a Union representative in Employer initiated meetings for which official time is otherwise appropriate; and/or
  - the Union representative is working approved credit time, i.e., duty status.
3. The Union representative must record these credit hours as official time on the form attached to this article as XX.

#### Section 10

- A. The Employer will reimburse Union representatives who are employees of the Employer for all reasonable and necessary local travel expenses incurred in performing representational activities pursuant to this Article.
- B. Where not otherwise covered by this Agreement, the Employer will pay travel as follows:
  - the Employer will pay 50 % of all reasonable travel and per diem expenses for one employee representative per chapter in local bargaining where more than one district and/or chapter is involved.

- in local bargaining involving only one chapter, the Employer will pay for 50% of all reasonable travel and per diem expenses. The Parties will attempt to schedule any bargaining so that it coincides with other travel that may be reimbursed under this contract, e.g., cooperation committee meetings, etc.

For all other representation matters, the Employer will pay 50 % of all reasonable travel and per diem expenses for one employee representative per chapter.