

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. Stewards are authorized to perform any representation functions on behalf of the Union or any bargaining unit employee. Subject to Section 3 below, the Union has the right to make changes to its appointments of stewards at its sole discretion.
 1. However, in order to receive reimbursement under §10 of this Article:
 - a. In HHS Regions with 1,000 or more bargaining unit employees, the representative must be from the same region as the issue or employee involved;
 - b. In HHS Regions with less than 1,000 bargaining unit employees, the representative may be from a contiguous region;
 - c. For the purposes of this section, Region 3 includes HHS employees in the District of Columbia;

- d. As exceptions to a. and b. above, the representative may come from any location if that will involve a lesser cost to the Agency.

D. Retired employees serving as officers and as stewards will be granted:

1. Access to agency facilities on the same basis as in the terms of the 2011 Settlement of ULP charge WA-CA-11-0336 which terms are:
 - a) The Agency will recognize HHS retirees as Union representatives when fulfilling their responsibilities as representatives pursuant to the parties' collective bargaining agreement and the Federal Service Labor-Management Relations Statute.
 - b) Non-employee Union representatives will be granted access to HHS facilities in accordance with the security procedures for visitors of the facility and consistent with the access granted to other non-employee visitors. It is agreed that non-employee representatives will conduct themselves in accordance with the applicable conduct rules and/or rules of behavior at the respective HHS facilities. It is the responsibility of NTEU to ensure that any and all of their representatives are aware of HHS facility codes of conduct and rules of behavior.
 - c) Non-employee Union representatives will adhere to and be bound by the provisions of the NTEU/HHS Consolidated CBA when acting in their roles as union representatives. In the event that the Agency believes that non-employee Union representatives are violating the NTEU/HHS Consolidated CBA, the Agency may exercise its right to address such alleged actions under the parties CBA or the Federal Service Labor-Management Relations Statute.

In cases where the Union requests additional access, the Agency will grant the additional access when needed for a valid representational function and it can be reasonably accommodated.

2. Access to agency email and other services provided to the Union under Article 9 if they have completed required background investigations and other applicable security procedures.

The Agency may revoke these grants for abuse or other valid business reason.

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 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. Consistent with the terms of Article 30 (PMAP), an employee union representative must be under a performance evaluation plan a minimum of ninety (90) calendar days during a rating period to receive a rating.
- C. When the Union representative is initially appointed, the supervisor and the Union representative will meet to discuss workload and performance expectations. As determined necessary by the supervisor, the supervisor will make appropriate adjustments to workload relative to the representative's representational responsibilities and needs. When a representative believes that the work assigned cannot be timely performed due to the representatives representational duties, the representative may request, and explain why, the Employer should consider reassignment of work. The representative will provide a list of the work that the representative believes should be reassigned. If the Employer refuses to reassign work, and if the Union so requests, the Employer will provide its reasons in writing.

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. 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 Amended Appendix 2). 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, the location where the official time will be conducted, the name(s) of Employer representative(s) the union is meeting with for each activity (if applicable) 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 scheduled 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. The Chapter Presidents for Chapter 212, 254 and 282, as well as two other positions in Chapter 282 will be granted 100% official time. One other Chapter President designated by the Union will be granted 50% official time, i.e. 50% of the employee's work schedule, not counting holidays, leave taken, etc.
- B. Chapter Presidents and Vice Presidents or Chief Stewards will not exceed, on an annual basis, official time in excess of fifty percent (50%) of their available duty time. The Agency may grant exceptions based on demonstrated need.
- C. All other representatives will generally not exceed, on an annual basis, official time in excess of 33% of their available duty time. The Agency may grant exceptions based on demonstrated need.
- D. By mutual agreement, the parties may change these percentages.
- E. When an employee resumes normal job duties after serving in a full-time union position, the Agency will determine and provide the training needed for successful performance of his/her position. Such employees will be given a reasonable period of time to re-acclimate themselves to their former duties.

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 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. conferring 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 labor-relations training provided by the union or other professional agencies, (e.g., NTEU training and conventions, or training from the FLRA, FMCS, DOL, SFLRP, etc.) 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. The employer shall not pay any costs, including travel or training costs, for training provided by other professional agencies.

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. Such employees will also receive reimbursement and/or per diem for travel, except that reimbursement and/or per diem for travel for necessary Union witnesses shall be limited to up to two (2) Union witnesses, not counting the grievant, who are employees. In addition, the Agency will pay 50% of all reasonable travel and per diem expenses for additional necessary Union witnesses. The parties shall notify one another of the witnesses they plan to call, and representatives they wish to have participate no later than ten calendar days in advance of the scheduled proceeding.

- 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:

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

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:
 1. 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.
 2. 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.

C. The parties agree on the desirability of utilizing available technology to reduce travel costs for both the Agency and the Union, when it is practical and effective to do so. To that end:

1. Arbitration Hearings

- a. Beginning October 1, 2014, each party may, during each fiscal year, designate a maximum of three grievance arbitration hearings to be conducted in whole or in part by video conference.
- b. In order for a grievance arbitration be designated for video conferencing, the arbitrator, the grievant and the Union and Employer representatives must be physically present at the same site. There must be video conferencing equipment available at that site. Technical assistants need not be physically present at the hearing, but must be at a location where they can observe the hearing and be able to communicate in private (telephone, email, IM, etc.) with the appropriate representative. Witnesses need not be physically present at the hearing, but must be where they can testify by video or, if approved by the arbitrator, by telephone conference call.
- c. Any of these requirements may be modified by mutual consent.

2. Grievance Step Meetings

- a. Beginning October 1, 2014, each party may, during each fiscal year, designate a maximum of five grievance step meetings to be conducted in whole or in part by video conference.
- b. In order for a grievance step meeting to be designated for video conference, the grievant and the Union representative must be physically present at the same site. There must be video conferencing equipment available at that site. The management representative, if not at that site, must be accessible by video. Other persons needed for the meeting need not be physically present, but may participate by video or telephone, as appropriate.
- c. Any of these requirements may be modified by mutual consent.