

**AGREEMENT BETWEEN
NABET-CWA, AFL-CIO
AND
OFFICE OF PHOTOGRAPHY,
OFFICE OF CHIEF ADMINISTRATIVE OFFICER**

Effective: March 31, 2014

Terminating: March 30, 2017



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Preamble

Pursuant to an election of representation supervised and under the authority of the Office of Compliance, U.S. Congress, the following terms and conditions of employment represent a mutually negotiated agreement between the Office of Photography, the Office of the Chief Administrative Officer (hereinafter "Employing Office" or "CAO") and the National Association of Broadcast Employees and Technicians, Communications Workers of America, AFL-CIO (hereinafter "NABET-CWA" or "Union"), on behalf of the employees of the Office of Photography (hereinafter "Employees"), as defined in Article 1 of this Agreement.

The Parties to this Agreement declare its purpose to include, among other things, the following:

- (1) To promote fair and reasonable working conditions;
- (2) To promote the highest degree of efficiency and responsibility;
- (3) To promote the highest standards of performance in the assigned work;
- (4) To promote and foster positive Employee-Management cooperation between the Employees and Employing Office;
- (5) To resolve all grievances arising between the Parties related to matters covered by this Agreement;

- (6) And to establish, through negotiations, uniform labor-relations procedures and conditions of employment to the extent allowable by law.

ARTICLE 1 - PARTIES – RECOGNITION

Pursuant to the Certification of Representative in Case No. 12-LM-01 dated September 25, 2012 (attached hereto as Appendix A), the Employing Office recognizes NABET-CWA as the exclusive bargaining representative for all non-supervisory, full time and temporary Employees who are employed by the CAO and work for the House Office of Photography.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employing Office has the following rights, pursuant to 5 U.S.C. §7106:

1. To determine the mission, budget, organization, number of employees and internal security practices of the Employing Office; and
2. In accordance with applicable laws:
 - (A) To hire, assign, direct, layoff and retain Employees, or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such Employees;
 - (B) To assign work, to make determinations with respect to contracting out and to determine the personnel by which the Employing Office's operations will be conducted;

- (C) With respect to filling positions, to make selection for appointment or promotion from
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - (D) To take whatever actions may be necessary to carry out the mission of the Employing Office during emergencies.
3. Nothing in this section shall preclude any Employing Office and any labor organization from negotiating—
- (A) at the election of the Employing Office, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
 - (B) procedures which management officials of the Employing Office will observe in exercising any authority under this section; or
 - (C) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3 - OFFICIAL TIME - UNION LEAVE

- Section 1. The Employing Office will grant the union representative a reasonable amount of official time during his or her normal work hours for the performance of representational labor-management functions in accordance with 5 U.S.C. § 7131 (attached hereto as Appendix B), as applied by the Congressional Accountability Act.
- Section 2. The Union agrees to provide the name of the Employee designated to serve as the union representative.
- Section 3. The official time authorized under this article will not be used as a matter of routine, and will be limited to mutually agreeable time periods between the Employing Office representative and the union representative. Official time will be counted as hours worked when calculating overtime.
- Section 4. Prior to Weingarten investigatory meetings, the Employee's supervisor will grant an Employee a reasonable amount of official time to confer with a union representative, in accordance with 5 U.S.C. § 7114 (attached hereto as Appendix C), as applied by the Congressional Accountability Act.
- Section 5. Any activities related to the internal business of the Union, including but not limited to solicitation of membership, election of union officials, and collection of dues, and any political lobbying activities, shall be

performed during non-work hours.

ARTICLE 4 - PAYROLL DEDUCTION OF UNION DUES

Upon receipt of a written assignment which authorizes the Employing Office to deduct from the pay of the Employee amounts for the payment of regular and periodic dues, the Employing Office shall make such deduction during the period provided for in said authorization. An authorization form titled Request for Payroll Deduction for Labor Organization Dues is attached for reference as Appendix D to this Agreement.

ARTICLE 5 - FACILITIES AND EQUIPMENT

Section 1. The Employing Office shall make available bulletin boards to post Union notices in compliance with applicable law. It is understood that official Union notices are deemed official business and shall not be removed by the Employing Office. Such notices shall be posted and removed by union representatives only.

Section 2. Employees may be required to carry BlackBerry/phones to permit them to leave the work areas for short periods of time while on work time, subject to management needs. Employees shall remain close enough to respond within 10 minutes to unexpected work assignments.

ARTICLE 6 - GRIEVANCE AND ARBITRATION

Section 1. Recognizing the importance of settling grievances promptly and fairly,

the Parties to this Agreement hereby establish this procedure. The Parties shall make every effort to resolve grievances quickly, fairly and at the lowest possible decision-making level.

Section 2. As an initial step, Employees shall have the right to present complaints on their own behalf to the immediate supervisor with or without a union representative. However, a union representative shall be present and participate in any meeting to resolve a complaint whose resolution may alter the terms of this Agreement.

Section 3. A grievance is any complaint by:

- (A) An Employee concerning conditions of employment established by this Agreement;
- (B) The Union concerning conditions of employment established by this Agreement;
- (C) The Employee, the Union or the Employing Office concerning the interpretation or a claim of breach of this Agreement;
- (D) The grievance and arbitration procedure referred to in this Agreement excludes the following matters:
 - (1) Where a statutory right of appeal exists, including those delineated under the CAA;
 - (2) Retirement, Health and Life Insurance matters;
 - (3) Prohibited political activity;

- (4) Relating to the classification or description of any position;
- (5) National security matters;
- (6) Termination of a temporary appointment;
- (7) Awards or merit increases;
- (8) Performance and/or evaluation plans;
- (9) Any examination, certification, or appointment;
- (10) All matters related to leave and holidays under Articles 8 and 9 of this agreement.

Section 4. A grievance must be reasonably specific as to:

- (A) Which article of the collective bargaining agreement was violated;
- (B) How the article was violated;
- (C) What remedy is proposed.

Section 5. The Parties agree to handle grievances in an expeditious manner consistent with the time limits set in this Agreement. However, extensions of all time limits may be granted if both Parties agree.

- (A) Step 1. Within 10 working days after the Employee or the Union representative knows or has reason to know of the matter from which the grievance arises, the Employee and/or Union representative shall present the grievance orally or in writing to the immediate supervisor in an

attempt to resolve the matter. If the matter is not resolved within five (5) days, the Parties may proceed to Step 2.

- (B) Step 2. Within 10 working days of the termination of Step 1, the written grievance may be submitted to the Chief Logistics Officer. Within 10 working days after submission of the grievance, the Chief Logistics Officer shall provide a written response. If the grievance is not resolved, the Parties may proceed to Step 3.
- (C) Step 3. Within 10 working days of the termination of Step 2, the grievance shall be submitted to the CAO or a designee of the CAO. A written response on behalf of the Employing Office shall be provided within ten (10) working days.

If the grievance is not resolved, the Parties may proceed to the arbitration process described in Section 6.

Section 6. Arbitration:

- (A) To provide the Parties an opportunity to attempt to resolve the grievance amicably, the party seeking arbitration shall provide written notice to the other party of its intent to proceed to arbitration at least 10 days before proceeding to arbitration.

- (B) Before proceeding to arbitration, the Parties may by agreement submit a grievance for mediation through the Federal Mediation and Conciliation Service (FMCS) mediation procedure to attempt to resolve the grievance. The Parties may also, by agreement, select a mediator from any appropriate source. Any costs incurred in this process will be shared equally between the Parties. An FMCS Grievance Mediation Agreement is attached for reference as Appendix E to this Agreement.

- (C) Either the Union or the Employer may submit a request to the FMCS for a list of seven arbitrators from which an acceptable arbitrator will be selected. Any costs incurred in this process will be shared equally between the Parties. The Parties may also, by agreement, select an arbitrator from any appropriate source.

- (D) The arbitration hearing shall take place within 4 months after filing the notice of the decision to proceed to arbitration, unless the Parties agree to an extension of the time limit.

- (E) Prior to hearing evidence on the merits of the grievance, the arbitrator shall first determine the arbitrability of any grievance, and shall make such determination within one month of receipt of the request for arbitration.

- (F) An arbitrator's decision shall be based on the entire record of the case.
- (G) An arbitrator shall make no award affecting a change, modification, addition to or deletion from this Agreement.
- (H) An arbitrator shall render the decision as quickly as possible, but not later than 30 calendar days after the close of the hearing or the filing of post hearing briefs, if submitted. The arbitrator shall issue a written award that must be signed and dated. The arbitrator shall issue this award in accordance with applicable law and based on the evidence presented by the Parties. At the request of any party, made before the conclusion of the hearing, the arbitrator shall include in the award findings of fact and conclusions of law supporting the record.
- (I) The Union and the Employing Office shall each pay one-half the cost of the arbitrator's expenses. However, each party shall bear its own incidental costs, including but not limited to attorney's fees, travel, and expert witness fees. Costs of transcripts, if agreed, shall be shared equally. Employee witnesses and Union representatives shall be given reasonable amounts of official time to participate in the hearing.

- (j) The arbitrator's decision shall be final and binding, except that:
 - a. Either Party may file exceptions to the award in accordance with 5 U.S.C. § 7122, as incorporated by the CAA, and the rules and regulations of the Office of Compliance. If no exceptions are timely filed, the arbitrator's award shall be final and binding.
 - b. The filing of an exception will serve to stay any implementation of the award until the Board of Directors of the Office of Compliance issues a final decision on the matter.

ARTICLE 7 - HOURS OF WORK AND BASIC WORKWEEK

Section 1. The standard work day is normally eight (8) consecutive hours of work per day, excluding an unpaid half hour meal period, commencing at a time determined by the Director of the Office of Photography. The Employing Office reserves the right to schedule work. The standard work week is forty hours (40) per week from Sunday through Saturday. Work over forty (40) hours per week shall be considered overtime. Leave and holidays do not count as hours worked towards the 40 hours of work for overtime. Employees are required to work eight (8) hours in any eight and one-half (8-1/2) hour period, with a one-half (1/2) hour unpaid lunch, for a day's pay.

Section 2. The Employing Office shall provide Employees with a staggered five (5) minute rest break for each four (4) hours worked to ensure adequate coverage. Rest breaks shall not ordinarily be taken in the first or last

hour of the Employee's shift, nor in conjunction with the meal period.

- Section 3. To the extent practicable, Employees will be notified in writing at least two weeks in advance of changes to their shift or work assignment. A daily schedule with appointments, assignments and meal periods shall be provided each work day to each member of the unit.
- Section 4. Employees may advise supervisors of their level of interest in working overtime and their interest shall be considered, to the extent feasible, in the design of overtime schedules. All overtime for Photographers will be rotated amongst those interested in overtime.
- Section 5. The Employing Office reserves the right to extend its basic hours of work and the workweek due to the congressional schedule.
- Section 6. A meal period is an unpaid uninterrupted period where no work related duties are performed.
- Section 7. As a matter of CAO policy, Employees shall generally be allowed a minimum of thirty (30) minutes for a meal period in the middle of their normal shift, to begin no earlier than the start of the third hour of their shift, and to conclude no later than the end of the fifth hour of their shift.
- Section 8. It is management's intention, to the extent feasible, to grant Employees a second unpaid meal period of no less than thirty (30) minutes, to be scheduled no earlier than the start of the 10th hour and no later than the

start of the twelfth (12th) hour, in the event an Employee remains on duty longer than ten (10) consecutive hours of actual work.

Section 9. An Employee shall be considered to be in an overtime status when working beyond forty hours in any scheduled work week. The Employing Office shall not utilize a “time off” plan, which provides Employees with time off in lieu of overtime pay, unless mutually agreed to by the affected Employee. Administrative leave shall be granted at the rate of one and one half (1 ½) times the time worked when given in place of overtime.

ARTICLE 8 - HOLIDAYS

Section 1. Employees shall be provided the Holiday Policy adopted by the Committee on House Administration and the House Officers, as contained in the Personnel Policies and Procedures for the House Officers and Inspector General and applicable to all Employees of the CAO. The CAO may change these policies office-wide at any time. However the Union shall be provided with advance notice of changes.

Section 2. The current holidays are:

- New Year’s Day
- Inauguration Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 3. Holidays designated above will normally be observed as non-workdays.

Section 4. The CAO's Office shall observe all Federal Holidays. Employees may be required to work holidays, consistent with the CAO's work schedule policies.

ARTICLE 9 - LEAVE AND ABSENCE

Section 1. Employees shall be provided the leave policies adopted by the Committee on House Administration and the House Officers, as contained in the Personnel Policies and Procedures for the House Officers and Inspector General. Employees will be given all updated policies as they are approved.

Section 2. Administrative Leave

Administrative Leave is leave with pay that is not charged against an Employee's balance of annual or sick leave. Requests for administrative leave require approval by the appropriate authorizing individual.

Instances that justify administrative leave include, but are not limited to: official time as defined in Article 3, voter registration, voting, blood donation, office shutdown or early dismissal, training attendance, performance recognition, and sitting for a professional examination required by or relevant to an Employee's responsibilities.

Section 3. Weather and Emergency Conditions

Weather or other conditions may result in the closing of the House Offices and the granting of administrative leave to Employees. Unless otherwise notified, the Office of the CAO follows its own weather and emergency conditions policy and, in the event of a weather or other emergency, will make an announcement before the start of the workday as to whether the Office of the CAO is closed except for necessary support services. In the event an Employee is required to work on such days, he or she shall be paid consistent with the CAO's work schedule policies.

When weather or other conditions result in an announcement before the workday that the Office of the CAO is granting unscheduled leave, any non-designated personnel who cannot report to work may use his or her annual leave or LWOP for part or all of that day without prior authorization; so long as the Employee contacts his or her supervisor no later than either a designated time or the Employee's normal start time to inform his or her supervisor that the Employee will take leave.

Employees failing to follow these procedures may be placed on LWOP or AWOL, if applicable, for the period of their absence. When the Office of the CAO declares a delayed arrival policy for CAO personnel, the late arrival of non-designated personnel within a reasonable time will be excused. Designated personnel are expected to arrive on time.

ARTICLE 10 – SAFETY AND OUTDOOR ASSIGNMENTS

The Employing Office considers Employee safety a matter of first importance and agrees to comply with Section 215 of the Congressional Accountability Act.

The following rules and conditions shall apply to any assignment to work outdoors or on the House Steps:

Section 1. Office of Photography shall not schedule Employees to be on the House Steps, or any other outdoor location, for more than two (2) hours at a time. In addition, during times of extreme cold or extreme heat, Employees shall not be scheduled to be at any outdoor location for more than one (1) hour at a time. The above limits will not apply for major events such as the Inauguration, Memorial Day Concert, Fourth of July Concert, or any other major outdoor event which shall be designated at least four (4) weeks in advance whenever practicable.

Section 2. Employees shall be scheduled to have at least a one (1) hour period of indoor work between each two (2) hour long block of outdoor or House Steps assignments before being required to return to outdoor assignments.

Section 3. Employees shall be allowed to wear sun protection, including but not limited to, an appropriate hat, sunglasses, and sunscreen when working outdoors.

Section 4. The Office of Photography shall provide chilled bottled water for

Employee use during outdoor assignments.

Section 5. If an Employee is expected to work on the House Steps or any other outdoor assignment in the first hour of their work day, they will be notified no later than twelve (12) hours in advance of their work day where practicable.

ARTICLE 11 – EQUAL EMPLOYMENT OPPORTUNITY

The Employing Office is an equal opportunity employer and does not discriminate on the basis of an individual's race, color, religion, sex, national origin, disability, age over 40, military status, genetic information, or any other factor prohibited by the Congressional Accountability Act (CAA) or applicable federal law. The Employing Office complies with House Rule XXIII(9), which prohibits discrimination based on marital or parental status. Employee rights of appeal are limited to the internal grievance procedure of Article 6, Section 5 (excluding mediation and arbitration) and the Office of Compliance rights of appeal.

ARTICLE 12 – GENERAL CONDITIONS

Section 1. All new bargaining unit Employees eligible for membership in the bargaining unit will be given a copy of this Agreement by a Union representative.

Section 2. Notices

For purposes of this Agreement, unless otherwise specified or agreed to, notices, demands and all other communications provided for in this

Agreement, shall be in writing and shall be deemed to have been duly given when delivered, unless otherwise specified or agreed to, by email and United States mail, and addressed as follows:

If to the Union: President
NABET-CWA Local 31
4483-B Forbes Road
Lanham, MD 20706

If to the Employing Office: Director or designee
Office of Photography
B 302 Rayburn H.O.B.
Washington, D.C. 20515

Section 3. Signatures

For purposes of this Agreement, the following have the ability to sign:

For the Union: President, Local 31
For the Employing Office: Director, Office of Photography

Section 4. Non-waiver

No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right.

Section 5. Headings

Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

ARTICLE 13 - PROVISIONS OF LAW AND REGULATIONS

The Parties adhere to all applicable federal laws and regulations including, but not limited to, the Congressional Accountability Act (“CAA”) (and laws incorporated therein), the House Employees Position Classification Act (“HEPCA”), the Rules of the House of Representatives, and regulations of the Committee on House Administration and the Office of Compliance.

In addition to the terms and conditions contained in this Agreement, every Employee shall adhere to the spirit and the letter of the Rules of the House of Representatives and applicable regulations of the Committee on House Administration. These include the requirement that all Employees comply with all federal laws and House Rules relating to acceptance of gifts, conflicts of interest and reporting of financial interests and outside employment. Employees shall not use their position for personal gain. Employees should familiarize themselves with and adhere to the Code of Official Conduct (House Rule XXIII) and the House Ethics Manual.

The Personnel Policies & Procedures for the House Officers & Inspector General are hereby incorporated by reference.

Employees shall not use the property, the official resources, or the Frank of the House of Representatives for other than the official business of the House. Personal, campaign or commercial use is strictly forbidden.

The Parties agree that the laws and regulations referenced in this Article, or any other Article of this Agreement, or attached as part of the Appendix, have been included for referential purposes only. The Parties agree that such reference does not imply or

otherwise mean that the subject matter of these laws and regulations have or may be bargained by the Parties.

ARTICLE 14 - POSITION DESCRIPTIONS

Section 1. For the purpose of classification, position descriptions, containing the principal duties, responsibilities and supervisory relationships, will be provided to each Employee, by the Employing Office, on the day the Employee assumes a position listed in Section 2 of this Article.

Section 2. Position titles currently covered in this Agreement include:

- (1) Photographer
- (2) Senior Photographer
- (3) Photographic Lab Technician
- (4) Chief Lab Operations
- (5) Administrative Specialist
- (6) Photographer/Lab Tech (Temp)

ARTICLE 15 - APPENDICES

The Parties agree that Appendices A-E are attached for referential purposes only.

The Parties agree that such reference does not imply or otherwise mean that the subject matter of these Appendices have been or may be bargained by the Parties.

ARTICLE 16 - DURATION OF CONTRACT

The term of this Agreement shall run three (3) years from the date of signing, or until March 30, 2017, whichever is earlier.

Not more than 90 calendar days nor less than 60 calendar days prior to the expiration date of the Agreement, either party may give the other party written notice of its desire to enter into negotiations to modify the terms of this Agreement.

This Agreement shall remain in full force and effect during a renegotiation period, including mediation and impasse procedures.

ARTICLE 17 – SIGNATURES

Section 1. Entire Agreement

This Agreement constitutes the full and final agreement between the Parties and supersedes all prior and counter provision agreements, arrangements, negotiations, and understandings between the Parties relating to the subject matter. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement.

Section 2. Severability

Should any terms, provisions, or portions of any provision of this Agreement be held unenforceable for any reason, it shall be deemed severed from this Agreement, and the remainder of this Agreement shall continue to be in force in its entirety.

Section 3. Counterparts

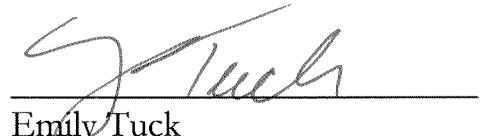
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS-COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO

OFFICE OF
PHOTOGRAPHY




Carrie Biggs-Adams
Staff Representative



Emily Tuck
Office of Human Resources



Robert Lewis
Committee Member



Tina Agee
Office of Photography



Richard McDermott
NABET-CWA Local 31 President



James C. Joyce
NABET-CWA President

March 31, 2014

Date

APPENDIX A

BEFORE THE OFFICE OF COMPLIANCE

Office of the Chief Administrative Officer, U.S.
House of Representatives

-Employing Office

and

The National Association of Broadcast
Employees and Technicians-Communications
Workers of America, AFL-CIO

-Petitioner

CASE NO. 12-LM-01

CERTIFICATION OF REPRESENTATIVE

An election was conducted in the above matter under the supervision of the undersigned Executive Director of the Office of Compliance, in accordance with the provisions of section 220 of the Congressional Accountability Act and with the Regulations of the Office of Compliance. 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 HEREBY CERTIFIED that the National Association of Broadcast Employees and Technicians, Communications Workers of America, AFL-CIO, has been designated and selected by a majority of the employees of the above-named Employing Office, in the unit described below, as their representative for purposes of exclusive recognition, and that pursuant to section 220 of the CAA, the named labor organization is the exclusive representative of all employees in the unit.

UNIT: All full time and temporary employees, including senior photographers, photographers, chief lab operations, photographer/lab techs, photographic lab technician, administrative specialists employed in the Office of Photography, Office of the Chief Administrative Officer, U.S. House of Representatives, except supervisors, management officials and employees described in 5 U.S.C. Section 7112 (b)(2), (3), (4), (5), (6) and (7), as applied by the Congressional Accountability Act.



Tamara E. Chrisler
Executive Director

Dated: September 25, 2012
Attachment: Service Sheet

APPENDIX B

5 USC 7131 - Official Time

SUBCHAPTER IV-ADMINISTRATIVE AND OTHER PROVISIONS

§7131. Official time

(a) Any employee representing an exclusive representative in the negotiation of a collective bargaining agreement under this chapter shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the agency for such purposes.

(b) Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

(c) Except as provided in subsection (a) of this section, the Authority shall determine whether any employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized official time for such purpose during the time the employee otherwise would be in a duty status.

(d) Except as provided in the preceding subsections of this section—

(1) any employee representing an exclusive representative, or

(2) in connection with any other matter covered by this chapter, any employee in an appropriate unit represented by an exclusive representative, shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest.

APPENDIX C

5 USC 7114 Union Representation

§7114. Representation rights and duties

(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

(2) An exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at—

(A) any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if—

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.

(3) Each agency shall annually inform its employees of their rights under paragraph (2)(B) of this subsection.

(4) Any agency and any exclusive representative in any appropriate unit in the agency, through appropriate representatives, shall meet and negotiate in good faith for the purposes of arriving at a collective bargaining agreement. In addition, the agency and the exclusive representative may determine appropriate techniques, consistent with the provisions of section 7119 of this title, to assist in any negotiation.

(5) The rights of an exclusive representative under the provisions of this subsection shall not be construed to preclude an employee from—

(A) being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or

(B) exercising grievance or appellate rights established by law, rule, or regulation; except in the case of grievance or appeal procedures negotiated under this chapter.

(b) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation—

(1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement;

(2) to be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;

(3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;

(4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized representative, upon request and, to the extent not prohibited by law, data—

(A) which is normally maintained by the agency in the regular course of business;

(B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

(C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining; and

(5) if agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

(c)(1) An agreement between any agency and an exclusive representative shall be subject to approval by the head of the agency.

(2) The head of the agency shall approve the agreement within 30 days from the date the agreement is executed if the agreement is in accordance with the provisions of this chapter and any other applicable law, rule, or regulation (unless the agency has granted an exception to the provision).

(3) If the head of the agency does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and shall be binding on the agency and the exclusive representative subject to the provisions of this chapter and any other applicable law, rule, or regulation.

(4) A local agreement subject to a national or other controlling agreement at a higher level shall be approved under the procedures of the controlling agreement or, if none, under regulations prescribed by the agency.

APPENDIX D

REQUEST FOR PAYROLL DEDUCTION FOR LABOR ORGANIZATION DUES

DATE: _____

1. NAME OF EMPLOYEE _____ 2. EMPLOYEE ID NO. _____
 LAST FIRST MIDDLE

3. HOME ADDRESS _____
 STREET CITY/STATE ZIP CODE

4. NAME OF AGENCY (INCLUDE BUREAU, BRANCH, DIVISION OR OTHER DESIGNATION): _____

SECTION A

1. NAME OF LABOR ORGANIZATION: NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS/COMMUNICATION WORKERS OF AMERICA

2. ADDRESS OF LABOR ORGANIZATION: 4483-B FORBES BLVD LANHAM, MD 20706

SECTION B

AUTHORIZATION BY EMPLOYEE: I hereby authorize the above-named employing office to deduct from my pay each pay period the amount of \$__N/A__ on account of initiation fees (if any) and one percent (1%) of gross pay for periodic dues to NABET-CWA, and to remit such amounts to that labor organization in accordance with its arrangements with my employing office.

I understand that this authorization will become effective the pay period following its receipt in the payroll office of my employing office. I further understand that cancellation of payroll deduction for labor organization dues is available from my employing office. Such cancellation shall become effective the pay period following its receipt in the payroll office by my employing office.

EMPLOYEE SIGNATURE

DATE

CONTRIBUTIONS OR GIFTS (INCLUDING DUES) TO THE LABOR ORGANIZATION SHOWN ARE NOT TAX DEDUCTIBLE AS CHARITABLE CONTRIBUTION, HOWEVER, THEY MAY BE TAX DEDUCTIBLE UNDER OTHER PROVISIONS OF THE IRS CODE.

SECTION C

For completion by Employing Office

The above-named employee and labor organization meet the requirements for dues withholding:

Yes _____ No _____

If YES, send this form to payroll, copy to labor organization. _____ (Initial and date)

mw/opeiu153afl-cio

APPENDIX E

FEDERAL MEDIATION & CONCILIATION SERVICE UNITED STATES GOVERNMENT

GRIEVANCE MEDIATION AGREEMENT

The parties (as defined below) jointly hereby request the assistance of the FMCS in the attempted resolution of the grievances before them today. The parties agree to the following:

1. Grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure. Nor shall it be used to unnecessarily delay resolution of the grievance.
2. Any time limits in the parties' labor agreement must be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.
3. Proceedings before the mediator will be informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and their content shall not be revealed. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation.
4. Mediation sessions are private; the grievant is entitled to be present, non-parties may attend only with the permission of the parties and with the consent of the mediator.
5. The mediator may conduct the mediation conference utilizing all of the customary techniques associated with mediation including the use of separate caucuses.
6. The mediator has no authority to compel resolution of the grievance.
7. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties whether in separate or joint session with recommendations for settlement and/or an oral advisory opinion.

8. If either party does not accept an advisory opinion, or if none is provided, the matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement.
9. FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.

_____	_____	_____
name	mgmt. organization	date

_____	_____	_____
name	labor organization	date

_____	Grievant (if present)
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