Collective Bargaining Agreements in the Federal Service, Late 1971

Bulletin 1789

U.S. DEPARTMENT OF LABOR
Bureau of Labor Statistics

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U.S. DEPARTMENT OF LABOR
Peter J. Brennan, Secretary

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Preface

This bulletin is one of a series of studies by the Bureau of Labor Statistics dealing with collective bargaining in Federal Service, and was carried out with funds made available by the Labor-Management Services Administration of the Department of Labor.

This study presents a detailed picture of Federal agreements in 1971 which had been negotiated under Executive Orders 10988 and 11491, and thus does not take account of bargaining developments resulting from Executive Order 11616, issued on August 26, 1971. It updates the Bureau's "Collective Bargaining Agreements in the Federal Service, Late Summer 1964" (BLS Bulletin 1451), and compares the two studies.

This bulletin was prepared in the Division of Industrial Relations by Richard R. Nelson, Donald L. Breneman, and James L. Doster, assisted by John H. Chase and Haney R. Pearson, Jr., under the supervision of Leon E. Lunden, Project Director.

Contents

Contents—Continued

Tables:

Contents—Continued

Contents—Continued

Chapter 1. Introduction

Since Executive Order 10988 was issued on January 17, 1962, union organization and collective bargaining among Federal employees have undergone dramatic growth. In 1972, the U.S. Civil Service Commission, which over the years has charted the steady expansion in these areas, reported that there were then 3,392 exclusive bargaining units covering 1,082,587 non-postal employees; that organization had spread from blue-collar, Wage Board employees, where trade unionism held a traditional strength, to general schedule, Classification Act employees, largely white-collar occupations; that six employee organizations, especially the American Federation of Government Employees, (AFGE, AFL-CIO), tended to dominate nonpostal representation;[1] and that there were 1,694 collective bargaining agreements covering 753,247 Federal employees. Since 1962, the rules for union activities and collective bargaining have been modified twice, first in October 1969, by Executive Order 11491, and then in November 1971, by Executive Order 11616. Each tended to change rules from experience gained under earlier Executive Orders. As collective bargaining grew, the Bureau of Labor Statistics, in the interest of fostering peaceful bargaining under the Executive Orders, began to develop facts that the parties could use in their negotiations. First, it issued a bulletin in 1964 based upon a broad survey of the few agreements that had been negotiated under Executive Order 10988;[2] and later, it published a study of negotiations and dispute settlement procedures.[3] The present study carries forward the Bureau's Federal agreements program by updating the 1964 survey to 1971.

Appendix A identifies clauses used as illustrations; appendix B reproduces a variety of agreement provisions in their entirety.

Scope and method of study

From the universe of 1,643 Federal collective bargaining agreements in 1971, the Bureau drew a sample consisting of all agreements covering 500 employees or more, plus 1 in every 4 agreements having fewer than 500 employees, arrayed by size within agency. Represented in the study by at least one agreement were all Federal agencies having agreements in 1971, except the U.S. Postal Service, which was excluded because of its quasi-independent status. Industrial relations activities in this agency are now governed by the Labor Management Relations (Taft-Hartley) Act of 1947. In 16 instances, substitutions were made with due regard to agency and size because agreements selected for the sample were not available when the study was undertaken.

The selection was based upon a Civil Service Commission report of recognition and agreements in effect as of November 1971, under Executive Orders 10988 and 11491. No agreements were used which had an effective date after November 1971, the date on which Executive Order 11616 became operative.

In total, the study included 671 agreements, or two-fifths of the 1,643 agreements in effect in November 1971; these covered 532,745 Federal employees, or three-fourths of the 707,067 nonpostal employees estimated by the Civil Service Commission to be covered by agreements. (See table 1.) Twenty-six Federal agencies were involved; combined, the Departments of Army, Navy, and Air Force and the Veterans Administration accounted for seven-tenths of the agreements studied and for more than three-fourths of employees covered.

The 671 agreements studied had been negotiated by over 30 different employee organizations. More than seven-tenths of the agreements involved AFL-CIO affiliated unions and covered four-fifths of the employees in the study. (See table 2.) The remainder involved independent organizations.

Virtually all of the unaffiliated unions confined their jurisdictions to the Federal Government in contrast to unions affiliated with the AFL-CIO, which in most cases, also represented members in private industry. One AFL-CIO union, the AFGE, made up entirely of Federal employees, negotiated over one-half the agreements studied, covering more than three-fifths of the employees. Two independent unions, the National Federation Federal Employees (NFFE) and the National Association of Government Employees (NAGE), negotiated significant clusters of agreements and represented substantial numbers of workers in the study. Most agreements negotiated by affiliated and independent unions were with the Defense Department, especially the Army, Navy, and Air Force. (See table 3.)

Table 1. Federal collective bargaining agreements by agency, late 1971

Agency	All agreements	
	Agreements	Workers
Total	671	532,745
Agriculture	7	6,208
Air Force	75	96,976
Army	144	125,111
Civil Service Commission	1	100
Commerce	7	2,632
Defense	23	21,891
Federal Communications Commission	1	6
General Service Commission	34	9,313
Health, Education, and Welfare	28	17,375
Housing and Urban Development	2	80
Information Agency	2	2,215
Interior	24	4,249
Justice	5	9,623
Labor	2	9,411
National Aeronautics and Space Administration	6	7,325
Navy	140	124,856
National Labor Relations Board	2	654
Office of Economic Opportunity	1	803
Railroad Retirement Board	1	1,405
Selective Service System	1	285
Small Business Administration	2	589
Smithsonian and Gallery of Art	2	186
Soldiers' Home	1	186
Transportation	17	2,248
Treasury	32	21,935
Veterans Administration	111	67,083

More than one-half of the agreements studied involved bargaining units of fewer than 500 employees. These agreements covered less than one-tenth of the employees. (See table 4.) Bargaining units of 1,000 to 4,999 Federal employees were most frequently found in the Defense Department, which accounted for 95 of the 127 units in this size group.

Mixed bargaining units of Wage Board and non-professional Classification Act employees were especially prevalent in the study. (See table 5). These were mainly concentrated in large bargaining units of 500 to 5,000 in the Departments of Army, Navy, and Air Force and the Veterans Administration. (See table 6.)

The agreements studied were dispersed widely across the country. (See tables 7a and 7b.) The largest concentration was found in the South Atlantic States, which accounted for over one-fourth of the agreements and employees covered in the study. The District of Columbia and nearby areas of Maryland and Virginia contain many government agencies, and are responsible for the prominence of the South Atlantic region.

Table 2. Federal collective bargaining agreements by employee organization, late 1971

Employee organization	All agreements	
	Agreements	Workers
Total	671	532,745
AFL-CIO	474	429,759
Two or more AFL-CIO unions	25	44,607
Directly affiliated unions	1	9
Carpenters	1	320
Chemical Workers	2	84
Electrical Workers	11	2,145
Fire Fighters	10	259
Glass Workers	1	1,312
Government Employees (AFGE)	343	334,226
Hotel and Restaurant Employees	1	1,102
Iron Workers	1	527
Laborers	8	2,241
Lithographers and Photoengravers	2	198
Machinists	29	26,560
Marine Engineers	1	53
Maritime Union	10	3,647
Operating Engineers	2	350
Plumbers	1	30
Post Office and GSA Maintenance Employees	4	132
Printing Pressmen	1	65
Seafarers	2	259
Service Employees	10	7,100
Technical Engineers	8	4,533
Independent organization	197	102,986
Two or more independent organizations	2	1,601
Aeronautical Examiners	1	99
Federal Employees Association	1	423
Federal Employees (NFFE)	84	32,922
Government Employees (NAGE)	62	40,445
Government Inspectors	1	205
Internal Revenue Employees	16	12,286
National Customs Service Association	5	3,378
National Labor Relations Board Union	2	654
Nurses	13	1,867
Overseas Education Association (NEA)	2	6,598
Patent Office Professional Association	1	1,194
Planners, Estimators and Progressmen	1	7
Postal and Federal Employees	1	660
Quarantine Inspectors	1	507
Technical Skills Association	1	67
Miscellaneous independent organizations	3	73

Table 3. Federal collective bargaining agreements by agency and organizational affiliation, late 1971

Agency	All agreements		Organizational affiliation			
			AFL-CIO		Independent organizations	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	474	429,759	197	102,986
Agriculture	7	6,208	2	5,533	5	675
Air Force	75	96,976	52	84,899	23	12,077
Army	144	125,111	109	92,509	35	32,602
Civil Service Commission	1	100	1	100	-	-
Commerce	7	2,632	4	308	3	2,324
Defense	23	21,891	14	18,697	9	3,194
Federal Communications Commission	1	6	-	-	1	6
General Services Administration	34	9,313	23	6,384	11	2,929
Health, Education, and Welfare	28	17,375	25	16,741	3	634
Housing and Urban Development	2	80	1	25	1	55
Information Agency	2	2,215	1	2,093	1	122
Interior	24	4,249	9	1,811	15	2,438
Justice	5	9,623	5	9,623	-	-
Labor	2	9,411	2	9,411	-	-
National Aeronautics and Space Administration	6	7,325	6	7,325	-	-
Navy	140	124,856	112	109,697	28	15,159
National Labor Relations Board	2	654	-	-	2	654
Office of Economic Opportunity	1	803	1	803	-	-
Railroad Retirement Board	1	1,405	1	1,405	-	-
Selective Service System	1	285	-	-	1	285
Small Business Administration	2	589	2	589	-	-
Smithsonian and Gallery of Art	2	186	2	186	-	-
Soldiers' Home	1	186	1	186	-	-
Transportation	17	2,248	11	1,612	6	636
Treasury	32	21,935	9	5,503	23	16,432
Veterans Administration	111	67,083	81	54,319	30	12,764

Table 4. Federal collective bargaining agreements by agency and size of bargaining unit, late 1971

Agency	All agreements		Size of Bargaining Unit							
			1–49		50–99		100–299		300–499	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	114	3,083	70	4,936	108	20,195	50	19,638
Agriculture	7	6,208	4	108	1	93	–	–	–	–
Air Force	75	96,976	6	164	6	432	9	1,740	9	3,530
Army	144	125,111	19	526	19	1,336	19	3,649	7	2,782
Civil Service Commission	1	100	–	–	–	–	1	100	–	–
Commerce	7	2,632	2	51	1	53	2	434	–	–
Defense	23	21,891	1	11	–	–	7	1,475	2	690
Federal Communications Commission	1	6	1	6	–	–	–	–	–	–
General Services Administration	34	9,313	20	557	3	206	3	389	3	1,102
Health, Education, and Welfare	28	17,375	10	278	7	495	6	1,096	1	429
Housing and Urban Development	2	80	1	25	1	55	–	–	–	–
Information Agency	2	2,215	–	–	–	–	1	122	–	–
Interior	24	4,249	9	261	8	634	5	1,024	–	–
Justice	5	9,623	1	46	1	51	–	–	–	–
Labor	2	9,411	–	–	–	–	–	–	–	–
National Aeronautics and Space Administration	6	7,325	–	–	–	–	2	382	–	–
Navy	140	124,856	23	621	12	819	22	4,023	10	3,899
National Labor Relations Board	2	654	–	–	–	–	1	180	1	474
Office of Economic Opportunity	1	803	–	–	–	–	–	–	–	–
Railroad Retirement Board	1	1,405	–	–	–	–	–	–	–	–
Selective Service System	1	285	–	–	–	–	1	285	–	–
Small Business Administration	2	589	1	20	–	–	–	–	–	–
Smithsonian and Gallery of Art	2	186	1	23	–	–	1	163	–	–
Soldiers' Home	1	186	–	–	–	–	1	186	–	–
Transportation	17	2,248	9	200	3	172	3	506	–	–
Treasury	32	21,935	1	42	3	244	6	1,042	4	1,488
Veterans Administration	111	67,083	5	144	5	346	18	3,399	13	5,244

Size of Bargaining Unit – Cont.								Agency
500–749		750–999		1,000–4,999		Over 5,000		
Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	
105	63,863	85	73,782	127	240,393	12	106,855	Total.
1	507	–	–	–	–	1	5,500	Agriculture.
16	9,433	12	10,419	14	24,815	3	46,443	Air Force.
18	11,164	16	13,756	45	86,156	1	5,742	Army.
–	–	–	–	–	–	–	–	Civil Service Commission.
–	–	1	900	1	1,194	–	–	Commerce.
3	1,900	2	1,625	8	16,190	–	–	Defense.
–	–	–	–	–	–	–	–	Federal Communications Commission.
–	–	3	2,572	2	4,487	–	–	General Services Administration.
1	727	2	1,784	–	–	1	12,566	Health, Education, and Welfare.
–	–	–	–	–	–	–	–	Housing and Urban Development.
–	–	–	–	1	2,093	–	–	Information Agency.
–	–	1	950	1	1,380	–	–	Interior.
–	–	–	–	3	9,526	–	–	Justice.
–	–	–	–	1	4,257	1	5,154	Labor.
–	–	–	–	4	6,943	–	–	National Aeronautics and Space Administration.
28	17,052	12	10,664	26	56,328	5	31,450	Navy.
–	–	–	–	–	–	–	–	National Labor Relations Board.
–	–	1	803	–	–	–	–	Office of Economic Opportunity.
–	–	–	–	1	1,405	–	–	Railroad Retirement Board.
–	–	–	–	–	–	–	–	Selective Service System.
1	569	–	–	–	–	–	–	Small Business Administration.
–	–	–	–	–	–	–	–	Smithsonian and Gallery of Art.
–	–	–	–	–	–	–	–	Soldiers' Home.
1	520	1	850	–	–	–	–	Transporation
7	4,237	5	4,060	6	10,822	–	–	Treasury.
29	17,754	29	25,399	12	14,797	–	–	Veterans Administration.

Table 5. Federal collective bargaining agreements by size of bargaining unit and occupational group, late 1971

Size of bargaining unit	All agreements		Occupational group					
			Classification Act					
			Professional		Nonprofessional		Professional nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	29	12,806	116	61,257	17	11,756
1-49	114	3,083	7	178	41	1,063	1	21
50-99	70	4,936	5	358	20	1,325	1	53
100-149	32	3,918	5	601	5	621	1	138
150-199	29	4,946	–	–	4	686	–	–
200-299	47	11,331	4	1,089	4	995	2	446
300-399	28	9,813	1	345	2	771	–	–
400-499	22	9,825	1	432	1	474	2	847
500-749	106	63,863	2	1,207	16	9,479	1	530
750-999	85	73,782	1	804	7	6,323	6	4,905
1,000-4,999	127	240,393	3	7,792	14	21,454	3	4,816
5,000-9,999	8	47,846	–	–	1	5,500	–	–
10,000-14,999	3	38,749	–	–	1	12,566	–	–
Over 15,000	1	20,260	–	–	–	–	–	–

Size of bargaining unit	Wage Board		Wage Board and nonprofessional		Wage Board, professional, and nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	151	126,344	305	273,295	53	47,287
1-49	32	709	31	1,023	2	89
50-99	16	1,111	23	1,647	5	442
100-149	7	881	10	1,205	4	472
150-199	8	1,365	14	2,397	3	498
200-299	9	2,015	21	4,916	7	1,870
300-399	10	3,446	13	4,538	2	713
400-499	4	1,788	12	5,371	2	913
500-749	12	7,484	62	37,608	12	7,555
750-999	18	15,536	49	42,617	4	3,597
1,000-4,999	30	56,009	66	124,338	11	25,984
5,000-9,999	4	24,239	2	12,953	1	5,154
10,000-14,999	1	11,761	1	14,422	–	–
Over 15,000	–	–	1	20,260	–	–

Table 6. Federal collective bargaining agreements by agency and occupational group, late 1971

Agency	All agreements		Occupational group					
			Classification Act					
			Professional		Nonprofessional		Professional nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	29	12,806	116	61,257	17	11,756
Agriculture	7	6,208	1	507	2	5,519	—	—
Air Force	75	96,976	2	2,261	10	1,627	1	801
Army	144	125,111	2	4,389	21	10,546	1	1,688
Civil Service Commission	1	100	—	—	—	—	—	—
Commerce	7	2,632	1	1,194	—	—	1	230
Defense	23	21,891	2	242	3	2,929	—	—
Federal Communications Commission	1	6	—	—	—	—	—	—
General Services Administration	34	9,313	—	—	4	2,452	—	—
Health, Education, and Welfare	28	17,375	—	—	16	14,902	—	—
Housing and Urban Development	2	80	—	—	2	80	—	—
Information Agency	2	2,215	—	—	—	—	—	—
Interior	24	4,249	1	15	4	1,402	1	21
Justice	5	9,623	1	51	—	—	—	—
Labor	2	9,411	—	—	—	—	—	—
National Aeronautics and Space Administration	6	7,325	—	—	—	—	—	—
Navy	140	124,856	2	462	22	5,602	5	3,594
National Labor Relations Board	2	654	—	—	1	474	—	—
Office of Economic Opportunity	1	803	—	—	—	—	—	—
Railroad Retirement Board	1	1,405	—	—	—	—	—	—
Selective Service System	1	285	—	—	—	—	—	—
Small Business Administration	2	589	—	—	1	569	—	—
Smithsonian and Gallery of Art	2	186	—	—	1	23	—	—
Soldiers' Home	1	186	—	—	1	186	—	—
Transportation	17	2,248	—	—	7	743	—	—
Treasury	32	21,935	5	2,065	10	8,530	7	4,998
Veterans Administration	111	67,083	12	1,620	11	5,673	1	424

Agency	Wage Board		Wage Board and nonprofessional		Wage Board, professional, and nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	151	126,344	305	273,295	53	47,287
Agriculture	2	56	1	33	1	93
Air Force	16	24,418	40	63,226	6	4,643
Army	31	24,698	84	76,643	5	8,147
Civil Service Commission	—	—	1	100	—	—
Commerce	2	63	3	1,145	—	—
Defense	2	1,962	13	14,082	3	2,676
Federal Communications Commission	—	—	1	6	—	—
General Services Administration	13	5,510	17	1,351	—	—
Health, Education, and Welfare	4	257	6	1,956	2	260
Housing and Urban Development	—	—	—	—	—	—
Information Agency	1	122	—	—	1	2,093
Interior	12	2,370	3	173	3	268
Justice	—	—	3	5,214	1	4,358
Labor	—	—	—	—	2	9,411
National Aeronautics and Space Administration	2	1,516	4	5,809	—	—
Navy	52	59,833	43	47,243	16	8,122
National Labor Relations Board	—	—	1	180	—	—
Office of Economic Opportunity	—	—	1	803	—	—
Railroad Retirement Board	—	—	—	—	1	1,405
Selective Service System	—	—	—	—	1	285
Small Business Administration	1	20	—	—	—	—
Smithsonian and Gallery of Art	—	—	1	163	—	—
Soldiers' Home	—	—	—	—	—	—
Transportation	5	1,217	4	75	1	213
Treasury	3	2,010	6	4,036	1	296
Veterans Administration	5	2,292	73	52,057	9	5,017

Table 7a. Federal collective bargaining agreements by region and State, late 1971

Region and State	All agreements	
	Agreements	Workers
Total	671	532,745
New England	45	28,209
Connecticut	4	1,656
Maine	3	530
Massachusetts	27	16,914
New Hampshire	4	6,411
Rhode Island	7	2,698
Middle Atlantic	85	62,297
New Jersey	14	11,987
New York	39	22,869
Pennsylvania	32	27,441
East North Central	53	47,769
Illinois	21	16,757
Indiana	7	12,848
Michigan	6	4,118
Ohio	13	12,104
Wisconsin	6	1,942
West North Central	31	14,552
Iowa	4	1,305
Kansas	5	3,298
Minnesota	5	2,282
Missouri	7	6,047
Nebraska	2	109
North Dakota	1	377
South Dakota	7	1,134
South Atlantic	188	155,480
Delaware	3	831
District of Columbia	41	41,170
Florida	23	18,941
Georgia	20	17,293
Maryland	28	26,230
North Carolina	8	9,569
South Carolina	15	6,716
Virginia	42	32,757
West Virginia	8	1,973
East South Central	45	37,823
Alabama	16	19,063
Kentucky	10	8,915
Mississippi	4	2,252
Tennessee	15	7,593
West South Central	57	61,958
Arkansas	2	1,638
Louisiana	7	2,021
Oklahoma	7	24,609
Texas	41	33,690
Mountain	50	36,569
Arizona	13	3,739
Colorado	12	7,541
Idaho	1	32
Montana	3	120
New Mexico	7	2,303
Nevada	2	871
Utah	9	21,772
Wyoming	3	191
Pacific	107	78,750
Alaska	10	5,825
California	63	51,153
Hawaii	11	4,540
Oregon	8	3,864
Washington	15	13,368
Foreign	10	9,338

Table 7b. Agreements and worker coverage of Federal collective bargaining agreements, by State and Federal administrative region, late 1971

State and Federal administrative region	All agreements		State and Federal administrative region	All agreements	
	Agreements	Workers		Agreements	Workers
Total	671	532,745	Region VI	64	64,261
			Arkansas	2	1,638
Region I	45	28,209	Louisiana	7	2,021
Maine	3	530	Oklahoma	7	24,609
New Hampshire	4	6,411	Texas	41	33,690
Massachusetts	27	16,914	New Mexico	7	2,303
Rhode Island	7	2,698			
Connecticut	4	1,656	Region VII	18	10,759
			Iowa	4	1,305
Region II	53	34,856	Missouri	7	6,047
New York	39	22,869	Nebraska	2	109
New Jersey	14	11,987	Kansas	5	3,298
Region III	154	130,402	Region VIII	35	31,135
Pennsylvania	32	27,441	North Dakota	1	377
Delaware	3	831	South Dakota	7	1,134
Maryland	28	26,230	Montana	3	120
District of Columbia	41	41,170	Wyoming	3	191
Virginia	42	32,757	Colorado	12	7,541
West Virginia	8	1,973	Utah	9	21,772
Region IV	111	90,342	Region IX	89	60,303
North Carolina	8	9,569	Arizona	13	3,739
South Carolina	15	6,716	Nevada	2	871
Georgia	20	17,293	California	63	51,153
Florida	23	18,941	Hawaii	11	4,540
Kentucky	10	8,915			
Tennessee	15	7,593	Region X	34	23,089
Alabama	16	19,063	Idaho	1	32
Mississippi	4	2,252	Washington	15	13,368
			Oregon	8	3,864
Region V	58	50,051	Alaska	10	5,825
Ohio	13	12,104			
Indiana	7	12,848	Foreign	10	9,338
Illinois	21	16,757			
Michigan	6	4,118			
Wisconsin	6	1,942			
Minnesota	5	2,282			

Chapter 2. Agreement Provisions

Selected general policy provisions

In many respects, the Federal agreements studied were structured similarly. That is, they tended to cover the same subject matter in virtually the same way. General purposes and policies of the agreement often repeated existing agency rules or Executive Orders. Most contracts contained a preamble setting forth the purposes of the agreement in relatively standard language which could be traced back to Executive Orders 10988 or 11491:

(1) *PURPOSE:* This agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties; and identifies subject matter of proper mutual concern to the parties. They have entered into the agreement primarily for the following reasons:

(a) To advance employee participation in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

(b) To facilitate the adjustment of grievances, complaints, disputes and impasses.

(c) To foster labor-management relations.

(d) To promote the highest degree of efficiency and responsibility in the accomplishment of the objectives of the HUD, Federal Housing Administration and NFFE 1616.

Over 92 percent of the agreements, in similar terms, subordinated the contract to the Executive Order, the Federal Personnel Manual, or agency regulations. (See table 8.) If the agreement had been negotiated by one unit of a large agency and another contract had been reached at a higher administrative level having overlapping jurisdiction, then the master agreement governed the subordinate:

(2) This contract is subject to the provisions of any existing or future laws and the regulations of appropriate authorities including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time this contract is approved; and 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 at a higher agency level.

Any provision of this contract that is contrary to or conflicts with the laws, regulations, instructions, or directives referred to in this article shall be null and void.

Another 90 percent of the contracts referred to items which were subject to bargaining by the parties. In some instances, these items were described in broad terms, as in the first illustration. (See table 8.) This clause also dwelled on procedural aspects of bargaining to ensure that matters relating to negotiability would be fully discussed. The second provision described what was and what was not negotiable. Examples of each are cited:

(3) . . . No proposal will be considered a valid item for negotiation or discussion if it merely repeats, rewords, or paraphrases existing laws or regulations. This is not intended to preclude references to pertinent laws or regulations for the purpose of citing sources of information governing working conditions or other conditions of employment which are negotiable. Nor is it intended to preclude verbatim quotations which are required by the order to be included in the terms of the agreement or significant matters which the parties agree should be incorporated in the agreement to foster improved communication to the members of the unit.

. . . Negotiable proposals or issues must be responded to by the other party. If one party considers the proposals non-negotiable, it shall so state for the record, giving specific reasons. The mere statement, "It is unacceptable" or "It is our prerogative" is not sufficient. Any proposal having a direct effect on personnel policies, practices and working conditions affecting the well being and welfare of employees in the unit is a proper subject for negotiation unless it is in direct conflict with existing law or Agency regulation.

Those subjects beyond the administrative authority of the Director of the Hospital or over which delegation of authority has not been accorded can be discussed and if both parties agree, the subject should be taken to higher authority, they shall prepare a joint statement to be submitted to the VA Central Office, Washington, D.C. If not in agreement each may pursue the matter through their respective channels to higher authority.

(4) It is agreed that matters appropriate for consultation and negotiation between the employer and the union are policies, programs, and procedures related to working conditions including, but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave. promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work. . . . All matters which are governed by law or regulation wherein the employer has no discretion including but not limited to wages, salaries, overtime rates and similar pay matters, holidays, leave accrual, life and health insurance coverage, retirement, annuities, and injury and unemployment compensation, will not be subject to negotiation between the parties hereto.

Virtually all agreements contained a management rights provision, again conforming to the language of the Executive Order:

(5) C. Management officials of the agency retain the right, in accordance with applicable laws and regulations–(1) to direct employees of the agency; (2) 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; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the Government operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

During the life of the agreement, the parties might want to change or add to their understanding. Over 88 percent of the agreements studied specifically permitted reopenings, commonly by mutual consent. (See table 8.) Proposed changes had to be in writing and negotiations limited to those items listed in the request for change:

(6) This agreement may be opened at any time for amendment by mutual consent of the parties. Any request for amendment shall be in writing and must be accompanied by a summary of the amendment or amendment proposed and the reasons therefor. Also, modification or amendment of this agreement may be required because of changes in applicable laws, rules or regulations issued by higher authority. Such amendment will be effective on a date determined to be appropriate under the circumstances.

(7) By mutual consent of the parties, this agreement may be opened at any time for amendment, after it has been in effect for six months. Any request for amendment shall be in writing and shall contain a detailed statement of the changes desired and reasons therefore. It is agreed to schedule the first meeting for negotiating the amendment within a reasonable time (not to exceed 30 days) after receipt of the notification of the desire to amend the agreement. No changes shall be considered other than those directly related to the subject of the requested amendments. Agreement shall be evidenced by written amendment duly executed by both parties.

Provisions for approval of the agreement, which were found in three-fourths of the contracts studied, often required that the contract be reviewed on the one hand by higher agency authority and on the other by the membership of the employee organization. Agency approval often consisted of review to assure that the parties had violated no rules, orders, or laws:

(8) Final authority for approval of this agreement, its amendments, or termination, rests with the appropriate officials in the VA Central Office, Washington, D.C. However, prior to submission for final approval, this agreement and its amendments will bear the signatures of the negotiating committees and the Center Director.

(9) The union agrees, that as agent for the rank-and-file employees in the unit covered under the terms of this contract, to submit the contract for ratification by the rank-and-file employees of the unit. Ratification must be made at a proper union meeting.

This agreement is subject to approval by the Department of the Army. The agreement will be approved by the Department of the Army if it conforms to applicable laws, existing published Department of Army Policies and Regulations (unless the Department of Army has granted an exception to a policy or regulation) and regulation of other appropriate authorities.

(10) It is agreed that this agreement and any supplementary agreement or amendment to this agreement must be approved by a majority vote of the union members of Lodge 2505 in a general or special meeting assembled, and by the Office of the Secretary of DHEW and AFGE National Office.

Once granted, exclusive recognition for an employee organization continues as long as the requirements of the Executive Order are met. Recognition can be withdrawn if the employee organization loses its majority, for instance, through a new election conducted under the Assistant Secretary of Labor's supervision. Similarly, organizations which discriminate or assist or participate in strikes against the Government do not fall within the definition of a lawful labor organization, and are likely to have recognition withdrawn.[4] If recognition is withdrawn, over three-fifths of the contracts studied provided for automatic termination (table 8):

Table 8. Selected general policy provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		General policy provisions							
			Management rights		Employee right to join union		Items negotiable		Agreement reopener	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	663	530,923	526	462,637	601	475,175	593	471,863
Agriculture	7	6,208	7	6,208	4	6,063	7	6,208	7	6,208
Air Force	75	96,976	75	96,976	70	94,900	67	79,289	63	86,136
Army	144	125,111	144	125,111	109	106,798	133	120,506	113	99,118
Civil Service Commission	1	100	1	100	–	–	1	100	1	100
Commerce	7	2,632	7	2,632	6	2,579	7	2,632	7	2,632
Defense	23	21,891	23	21,891	22	21,660	17	17,074	21	19,820
Federal Communications Commission	1	6	1	6	1	6	1	6	1	6
General Services Administration	34	9,313	33	9,002	21	8,299	31	7,995	31	8,870
Health, Education, and Welfare	28	17,375	26	16,495	16	15,809	21	16,082	23	15,363
Housing and Urban Development	2	80	2	80	2	80	2	80	2	80
Information Agency	2	2,215	2	2,215	2	2,215	1	2,093	2	2,215
Interior	24	4,249	21	3,703	21	3,909	19	2,916	20	1,440
Justice	5	9,623	5	9,623	5	9,623	5	9,623	4	5,265
Labor	2	9,411	2	9,411	2	9,411	–	–	2	9,411
National Aeronautics and Space Administration	6	7,325	6	7,325	4	6,943	6	7,325	6	7,325
Navy	140	124,856	140	124,856	126	115,156	132	119,474	136	120,329
National Labor Relations Board	2	654	2	654	2	654	2	654	2	654
Office of Economic Opportunity	1	803	1	803	1	803	–	–	1	803
Railroad Retirement Board	1	1,405	1	1,405	–	–	1	1,405	1	1,405
Selective Service System	1	285	1	285	1	285	1	285	1	285
Small Business Administration	2	589	2	589	2	589	2	589	2	589
Smithsonian and Gallery of Art	2	186	2	186	2	186	–	–	2	186
Soldiers' Home	1	186	1	186	1	186	1	186	1	186
Transportation	17	2,248	15	2,163	12	1,581	16	2,198	13	1,628
Treasury	32	21,935	32	21,935	26	16,394	22	14,870	27	18,557
Veterans Administration	111	67,083	111	67,083	68	38,508	106	63,585	104	63,252

Note: Nonadditive

(11) This agreement will terminate in the event exclusive recognition is withdrawn from the Union.

More than four-fifths of the agreements required that copies of the agreement be distributed to each employee, or that meetings be held to explain the intent of the parties to supervisors and to employees:

(12) The employer agrees that this agreement will be printed at the employer's expense and will be distributed by the union to all present, and new employees of the unit. In addition, all employees will be furnished a copy of any future amendments to this agreement by the union.

(13) Employer will assure that all levels of supervision receive a full orientation on the provisions of this agreement. It is agreed that within 30 days of the effective date of this contract, that the employer and the union will have several informal meetings, during which time all employees of the unit will be invited and the agreement will be discussed and explained. Sufficient meetings will be held so that all employees will be afforded an opportunity to attend.

The rights of employees to organize, protected by Executive Order 11491, was also reaffirmed in over three-fourths of the agreements:

(14) Employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. They also have the right to designate representatives for the purpose of negotiating and consulting with management. In the exercise of this right, employees and their representatives shall be free from any and all interference, coercion, restraint and discrimination.

General policy provisions—Continued						Contract approval and ratification		Agency
Reference to governing regulations		Withdrawal of union recognition		Agreement distribution				
Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	
618	509,045	429	326,191	555	458,215	506	391,174	Total.
7	6,208	4	656	6	6,175	6	6,175	Agriculture.
68	93,167	55	50,852	58	72,566	67	80,083	Air Force.
132	113,395	79	72,047	117	109,296	135	119,472	Army.
—	—	1	100	1	100	1	100	Civil Service Commission.
7	2,632	4	1,198	4	1,344	3	951	Commerce.
21	21,329	10	8,503	22	20,641	15	9,337	Defense.
1	6	1	6	1	6	1	6	Federal Communications Commission.
33	9,298	17	6,668	29	9,069	13	1,237	General Services Administration.
21	16,752	10	1,533	22	16,187	22	3,539	Health, Education, and Welfare
2	80	—	—	2	80	—	—	Housing and Urban Development.
2	2,215	1	122	2	2,215	1	122	Information Agency.
19	3,599	8	488	23	3,986	23	4,028	Interior.
5	9,623	1	46	4	9,572	2	4,409	Justice.
2	9,411	—	—	2	9,411	—	—	Labor.
6	7,325	3	4,601	5	7,138	2	4,414	National Aeronautics and Space Administration.
126	119,735	111	108,178	111	106,837	113	104,285	Navy.
2	654	—	—	2	654	1	474	National Labor Relations Board.
1	803	—	—	—	—	1	803	Office of Economic Opportunity.
1	1,405	—	—	—	—	—	—	Railroad Retirement Board.
1	285	1	285	1	285	1	285	Selective Service System.
2	589	1	20	1	569	—	—	Small Business Administration.
2	186	2	186	1	23	1	23	Smithsonian and Gallery of Art.
1	186	1	186	1	186	—	—	Soldiers' Home.
31	21,425	13	8,354	22	17,531	9	4,781	Transportation.
110	66,763	102	61,018	104	62,201	75	45,985	Treasury.
100	66,763	102	61,018	104	62,201	75	45,985	Veterans Administration.

Executive Order 11491 also protects the right of employees to present their views to Congress. However, only four agreements, all with Defense agencies, put this stipulation into the agreement:

(15) An employee will not be precluded from presenting his views to officials of the executive branch, the Congress, or other appropriate authority.

(16) Employees have the right, either individually or collectively, to petition Congress, or any Member thereof, or to furnish information to either the House of Congress, or to any Committee or Member thereof, and this right shall not be denied or interfered with. . . .

Antidiscrimination provisions

The Federal Government's policy opposing discrimination within its operations has been the subject of specific Executive Orders as well as guidelines in the Federal Personnel Manual. In line with this policy, Executive Orders 10988 and 11491 denied recognition to any employee organization that discriminated by race, color, creed, sex, age, or national origin.

Statements further affirming the intent of the parties were incorporated in over 70 percent of the agreements. (See table 9.) In some agreements, the employer pledged not to discriminate in any way; in others, both parties emphasized their joint responsibilities.

(17) It is the firm, positive and continuing policy of the union and the employer that all eligible persons are assured equal opportunity in employment matters. Discrimination on the basis of race, color, religion, sex or national origin is prohibited. The employer and the union recognize a joint responsibility for making

constructive contributions to the national goal of equality of opportunity as expressed in Executive Orders 11246 and 11375.

(18) The employer has the obligation to insure that he will not discriminate in any action for reason of race, creed, color, sex, age (where it is unrelated to the ability to perform the functions involved) or national origin.

Some clauses permitted the employee organization to nominate candidates for counselors so that equal employment opportunity problems might be discussed with individual employees. The decision to appoint, however, remained with the agency. Any such agency had to explain its rejection of union candidates:

(19) The employer acknowledges the union's privilege to nominate candidates for positions as part-time Equal Employment Opportunity Counselors. If these candidates meet the general qualifications for counselors they will be considered for selection by management. At such times as management is considering filling additional positions for part-time Equal Employment Opportunity Counselors, the union will be notified so that they may submit their nominations.

(20) The union will be given a representative on the Equal Employment Opportunity Committee subject to approval by the Base Commander or his designated representative.

Should the nominated individual be rejected by the Base Commander or his designated representative, the union will be advised of the objection through the Union-Employer Coordinating Committee meeting.

In its second form, antidiscrimination provisions either created a joint committee on equal employment opportunity or provided for employee organization membership on an existing committee. About 19 percent of the agreements contained references to joint committees to deal with equal employment opportunities. (See table 9.) The committees could deal

Table 9. Equal employment opportunity provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Antidiscrimination clause		Equal Employment Opportunity Joint Committee	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	472	436,475	128	204,323
Agriculture	7	6,208	2	5,507	—	—
Air Force	75	96,976	56	85,716	22	59,779
Army	144	125,111	94	95,927	22	27,792
Civil Service Commission	1	100	1	100	—	—
Commerce	7	2,632	3	2,324	—	—
Defense	23	21,891	18	20,160	6	11,725
Federal Communications Commission	1	6	1	6	—	—
General Services Administration	34	9,313	31	9,223	—	—
Health, Education, and Welfare	28	17,375	17	15,671	2	12,764
Housing and Urban Development	2	80	2	80	—	—
Information Agency	2	2,215	1	2,093	—	—
Interior	24	4,249	12	2,981	1	32
Justice	5	9,623	4	9,572	1	4,358
Labor	2	9,411	2	9,411	—	—
National Aeronautics and Space Administration	6	7,325	6	7,325	2	2,929
Navy	140	124,856	95	99,534	46	66,333
National Labor Relations Board	2	654	2	654	—	—
Office of Economic Opportunity	1	803	1	803	—	—
Railroad Retirement Board	1	1,405	1	1,405	—	—
Selective Service System	1	285	—	—	—	—
Small Business Administration	2	589	2	589	1	569
Smithsonian and Gallery of Art	2	186	2	186	—	—
Soldiers' Home	1	186	1	186	—	—
Transportation	17	2,248	4	1,125	—	—
Treasury	32	21,935	12	6,463	1	1,860
Veterans Administration	111	67,083	102	59,434	24	16,182

NOTE: Nonadditive.

with internal agency affairs or, in some instances, with problems that might develop in the community at large. In the latter case, nongovernment groups and community leaders were part of the committee:

(21) The employer and the union agree that the Commander's Equal Employment Opportunity Advisory Council is established to advise the Commander and top management on such matters as maintaining effective communications with the community and for the workforce. Membership may include representatives of minority group organizations and other community leaders, employees, spokesmen for employee organizations and officials of the depot. . . .

Many times, committee provisions also contained a pledge of cooperation in antidiscrimination matters, illustrated in the following. As in all committees, meetings become forums for discussing agency policy and programs and specific problems that may have arisen. Further, the designee of the employee organization was to be paid for his time at meetings:

(22) The employer and union agree to cooperate in providing equal employment and promotion opportunity for all qualified applicants and employees to prohibit discrimination because of age, race, religion, color, creed or sex and to promote the Air Force. . . . Programs for equal employment opportunity through a positive and continuing effort.

The union will designate an officer of Lodge 1592, AFGE, to serve on the . . . Equal Employment Opportunity Committee. The employer will recognize the designated Lodge 1592 officer as a standing member of the Equal Employment Opportunity Committee. If employed by the employer and in an official pay status, the designated officer will be in an official duty status to attend meetings of the committee which are conducted during normal duty hours.

. . . The employer and the union agree to provide information and advice in the Equal Employment Opportunity Committee meetings of any outstanding equal opportunity problems. The union further agrees to make constructive recommendations for program improvements through both the efforts of the union representative of the Equal Employment Opportunity Committee and collective efforts by its officers and stewards.

Hours of work and overtime

In the Federal service, regular and overtime hours of work are often established by Civil Service Commission or agency regulations, leaving little discretion to the bargaining parties. Most of the employees covered by agreements containing hours and overtime provisions were in bargaining units made up partly or entirely of Wage Board employees, since varying work periods and the need to schedule overtime are most common in industrial or blue-collar type of Federal activities. (See table 10.)

Daily and weekly hours. Agencies, in most cases, schedule the basic workweek as five 8-hour days. Starting and finishing times generally are the same each day, and whenever possible, work days are Monday through Friday. The head of an agency can alter these schedules if the hours specified would seriously handicap the organization in carrying out its function, or would substantially increase costs.

Nearly 70 percent of the agreements in the study included regularly scheduled hours, compared with only 30 percent in 1964. (See table 10.) The first provision establishes a general schedule, but permits exceptions appearing elsewhere in the agreement. The second example includes exceptions for stipulated essential activities:

(23) It is agreed and understood that, except as hereinafter provided, the basic workweek will consist of five (5), eight (8) hour days, Monday through Friday, inclusive. The regular hours of work for employees within the unit shall not exceed eight (8) hours per day and forty (40) hours per week.

(24) The basic work week shall consist of eight hours in one day, Monday through Friday, except for those jobs which directly relate to the protection of property, security, health, patient care, providing necessary power and heat, or other necessary functions.

Overtime. Under law, overtime is paid for officially ordered or approved work beyond 8 hours a day or 40 hours a week. Nearly three-fourths of the agreements had provisions incorporating this policy. In the first illustration, the premium rate was given; and in the second the employee could chose premium pay or compensatory time:

(25) All hours of work in excess of the eight hours in the employee's regular work shift or in excess of the 40 hours in his basic work week shall be paid for at not less than time and one-half the employee's hourly rate, except that employees in a standby status shall be paid overtime rates only for hours of duty in excess of 40 per week.

(26) Where statutes and VA policy permit, all time required to be worked in excess of eight hours per day

Table 10. Hours, overtime, weekend, holiday, and shift premiums in Federal collective bargaining agreements by occupational group, late 1971

Hours, overtime, and premium pay provisions	All agreements		Classification Act					
			Professional		Nonprofessional		Professional and nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	29	12,806	116	61,257	17	11,756
Provision for regularly scheduled hours	463	429,783	12	2,725	78	47,661	8	6,646
Daily and/or weekly overtime provisions	490	456,056	10	3,708	78	52,982	9	8,054
Premium pay for early start	45	60,676	1	432	6	3,483	–	–
Equal distribution of overtime	429	399,582	8	2,463	68	38,249	9	8,054
Right to refuse overtime	253	269,339	5	2,009	36	20,869	7	4,601
Premium pay for weekend work	96	103,534	1	30	7	6,761	2	1,046
Premium pay for holiday work	202	227,402	2	834	20	8,352	1	230
Shift differential	168	153,942	2	261	15	6,800	1	230
Notice of work schedule changes	365	358,551	7	1,694	48	24,652	2	1,904

	Wage Board		Wage Board and nonprofessional		Wage Board, professional, and nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	151	126,344	305	273,295	53	47,287
Provision for regularly scheduled hours	121	117,518	211	222,352	33	32,881
Daily and/or weekly overtime provisions	125	121,289	232	238,467	36	31,556
Premium pay for early start	21	35,830	16	19,218	1	1,713
Equal distribution of overtime	116	112,812	200	212,737	28	25,267
Right to refuse overtime	72	85,410	114	142,357	19	14,093
Premium pay for weekend work	45	55,420	39	36,159	4	4,118
Premium pay for holiday work	75	84,245	94	123,534	10	10,207
Shift differential	67	66,752	74	68,973	9	10,926
Notice of work schedule changes	98	95,475	186	210,410	24	24,416

NOTE: Nonadditive. Agreements may have more than one provision.

and forty hours per week shall be considered overtime, and employees shall not be required to take compensatory time off in lieu of premium pay, but shall have an opportunity to elect overtime pay or compensatory time. This policy does not apply to classified positions where rate of basic compensation is in excess of the maximum scheduled rate of Grade GS-9 (and above) of the Classification Act of 1959 as amended or at the employee's option.

Early start. Seven percent of the agreements provided overtime pay for work performed before the start of regularly scheduled hours. In Federal service, such early starts may be dictated by the need to prepare work for the regular staff, to get machinery or equipment ready before the start of the workday, or to maintain other scheduled activities:

(27) Employees in the unit shall not be required to perform any work or duty before or after his scheduled work hours, without compensating the employees for all such work or duty. It is further understood that if an employee is directed by the employer to report at a designated location at a specified time, prior or subsequent to his regular shift hours, such time shall be considered compensable at the existing overtime rate.

Overtime equalization. Eighty-eight percent of the agreements providing for daily and weekly overtime required that such work would be distributed equally among all members of the appropriate unit. This requirement, however, was at times modified if employees chosen had to qualify to perform the work. Employees also might be penalized in an equalization program when they refused overtime after receiving notice adequately in advance of such assignments:

(11) Available overtime work will be distributed as equally as possible among covered employees in the classifications, consistent with the experience and qualifications of the employees to do the work.

(28) In order to insure that overtime is equally distributed, a roster will be maintained showing who and when an employee worked overtime. The refusal of any employee to work overtime will be considered the same as if he had worked provided he is given the full two (2) weeks' advance notice. This roster will be kept up-to-date and made available upon request to union officials and shop stewards.

Right to refuse overtime. More than one-half of the agreements with overtime provisions gave employees the right to refuse overtime. Again agreements covering workers in Wage Board and mixed units predominated. The right to refuse, however, was usually limited. For example, it might be granted if replacements were available if insufficient notice was given, or if the employee had a legitimate personal reason:

(29) An employee shall have the right to refuse an overtime assignment provided he has a legitimate reason and a qualified employee is available to take his place. However, if the employer is unable to find a replacement, the employee will work overtime.

(30) a. The supervisor shall notify the employee forty-eight (48) hours in advance of all scheduled overtime assignments. Any employee covered by this agreement shall have the right to refuse overtime assignments unless notified at least forty-eight (48) hours in advance of the scheduled overtime or for personal reasons acceptable to both the employee and the supervisor. If an employee refuses an overtime assignment other than either of these conditions, he shall not be considered for overtime again until his name is again reached on the overtime list. An employee who is on approved sick leave, annual leave, holiday leave, leave without pay, absent without leave, holiday leave, or on excused absence at the time the overtime list is prepared shall not be considered as available for his overtime assignment, but shall retain his standing on the overtime list for the next scheduled overtime assignment.

Lacking an absolute right to refuse overtime, employees could be relieved from such assignments under circumstances acceptable to agency officials. For example, an employee might be excused from overtime if the work would impair his health or cause undue hardship:

(31) An employee may be required to perform overtime work. Such work will be kept to an absolute minimum. No employee will be required to work overtime if the additional work would impair health or efficiency or cause extreme hardship.

Weekend work. A few agreements provided for weekend premium pay when weekend work was part of the worker's regularly scheduled work week. Premium pay of time and one-fourth ordinarily applied:

(32) The employer agrees that any employee within the unit, who is required to work on a Sunday as part of his basic workweek, is entitled to pay at his rate of basic pay plus premium pay at a rate equal to twenty-five (25) percent of his rate of basic pay for each hour of Sunday work which is not overtime work and which is not in excess of eight (8) hours for each regularly scheduled tour of duty which begins or ends on Sunday. Sunday premium pay is not payable to an employee on annual or sick leave or otherwise excused from working on a Sunday.

(33) All full time employees assigned shift operations when Sundays fall within their regular scheduled work week, shall be paid the 25 percent differential referred to in the following: Employees with the unit who may be required to work on Sundays as part of their basic week will be compensated at 1 and 1/4 times their regular hourly wage for the entire shift if any part of the shift falls on Sunday, provided the Sunday hours are actually worked. A unit employee on annual or sick leave or otherwise excused from work for the Sunday portion of his shift shall receive his regular rate of pay for the shift.

In a regular Monday through Friday schedule, premium pay rates for weekend work were on an overtime basis:

(34) All hours of work on Saturday and Sunday will be compensated at one and one-half times the employee's hourly rate, provided that neither Saturday or Sunday is included in the employee's scheduled work week, and provided further that work performed on Saturday and Sunday is overtime work as defined. . . .

Holiday work. Thirty percent of the agreements provided premium pay for work on holidays. (See table 10.) Clauses distinguished the compensation to be received for a holiday falling within or outside the basic workweek. Wage Board or mixed units represented 89 percent of the agreements with these provisions:

(35) Employees working on a holiday outside their basic workweek shall receive the same pay as they would normally receive on an overtime day.

Employees working on a holiday within their basic workweek shall receive the same pay as they would normally receive on a regular work day, plus the day's pay they are normally entitled to for a holiday, plus the applicable shift differential.

(36) Upgraded employees working on a holiday within their basic workweek shall receive double their hourly rate plus double their appropriate shift differential for all hours not to exceed eight (8) hours worked on such holiday. Graded employees working on a holiday within their basic workweek shall receive double their hourly rate plus their appropriate shift differential of 10% of their hourly rate for all hours not to exceed eight (8) hours worked on such holiday. Holiday premium pay is not payable for overtime work on holiday.

Notice of schedule changes. Over one-half of all agreements required the employer to notify employee organizations before any change in work schedules or intention to start additional shifts. This percentage is more than double that found in the 1964 study. A two-week notice period was most common, although reference occasionally was made to shorter periods. Notice requirements, however, were waived in situations designated by the employer as "emergencies":

(37) Management has the right to change existing tours of duty, after appropriate consultation with the union and consideration of the union viewpoint. Normally any change will be announced in writing at least two (2) weeks in advance and will continue for a period of at least two pay periods. Management may make exceptions to these requirements in emergency circumstances.

(32) *Section 4.* The employer agrees that, except in emergency situations, employees in the unit will be notified of changes in their workweeks or shift hours at least three (3) calendar days in advance of the start of the administrative workweek during which the change is effective. When, due to an emergency, the employee is not notified as provided herein, the employer agrees to advise the union of the action taken and the reasons therefor.

(38) Whenever it is necessary to schedule a two or three shift operation or to change the shift hours of employees, 48 hours prior notice will be given to the concerned employee when practicable, and there shall be an equitable distribution of these assignments among the employees within their regularly assigned work area.

Shift differential. Additional pay, mostly for Wage Board and nonprofessional Classification Act employees, was provided for work outside the normal daytime shift in one-fourth of all agreements:

(39) Members of the unit who are assigned to regularly scheduled tours of duty at night shall be paid a differential of thirteen cents ($0.13) additional per hour for work on the second shift (4:00 p.m. to 12:00 midnight) and seventeen cents ($0.17) additional per hour for work on the third shift (12:00 midnight to 8:00 a.m.).

Callback pay. Callback pay, which guarantees a specified number of hours of work or pay when employees are directed to report for duty after completion of their regularly scheduled hours, was found in 39 percent of the agreements studied, compared to 15 percent in 1964. (See table 11.) Most were found in Defense-related agencies and involved Wage Board occupations. Usually, the amount of callback pay conformed to Comptroller General Opinion B-175452, May 1, 1972, which interpreted the applicable statute[5] as guaranteeing 2 hours' pay, at overtime rates, for the inconvenience of being called back to duty. In the first illustration, the employee also is guaranteed that he will not be unnecessarily held over for work other than that which caused the emergency callback:

(40) Employees called back to his place of employment at a time outside of, and unconnected with, his scheduled hours of work, within his basic workweek, to perform unscheduled overtime of less than two (2) hours duration, shall be paid a minimum of two hours of overtime pay for each "callback," even though no work, or less than two (2) hours of work is actually performed. Also, any employee "called back" shall be properly excused upon completion of the job which he was "called back" to perform. . . .

(41) An employee shall receive a minimum of two (2) hours compensation in accordance with applicable regulations if he is called back to work on an overtime basis outside his scheduled hours of work.

Reporting pay. Only 3 agreements provided for "reporting pay," which is a minimum pay guarantee to a worker who reports for work on schedule but cannot be

utilized (or less work is available than can be accomplished during the guarantee period):

(42) When an employee reports for duty (except holidays) in accordance with his regular work schedule and it is determined that his services are not required, he will be guaranteed a minimum of 2 hours of his regular or similar work at his regular rate of pay.

Pay guarantee for unexpected dismissal. Twenty-nine percent of the agreements assured employees no loss of pay if they were dismissed for reasons beyond their control, such as unexpected down-time or inclement weather. These provisions applied to early dismissal and to weather which prevented an employee from reaching his place of work:

(43) When an employee is relieved from duty by the employer during his regular shift hours due to interruption or suspension of operations, including inclement weather, breakdown of equipment, or other emergencies, or Acts of God, he shall be excused for the balance of the shift without loss of pay or charge to leave unless assigned by the employer to other work. However, this provision does not apply to employees excluded by applicable laws and regulations. Determination of essential personnel to be retained will be the responsibility of the appropriate supervisor. Wherever feasible retention of essential employees will be on a rotational basis.

(44) In case of absence due to extreme weather conditions or public emergency situations and where it is determined on an individual basis that it was impossible for all practical purposes for an employee to get to work, excused absence without charge to leave will be authorized.

Rest periods, cleanup time, and clothing and tool allowances

The frequency of provisions relating to rest periods, cleanup time, and clothing and tool allowances has risen markedly since 1964. In the Bureau's earlier study, 4 percent of the agreements provided for rest periods, 5 percent for clothing allowances, and 18 percent for cleanup time. In the current study, 35 percent provided

Table 11. Reporting pay, callback pay, and pay for unexpected dismissal in Federal collective bargaining agreements, by agency, late 1971

Agency	Provision for					
	Callback pay		Reporting pay		Unexpected dismissal pay — Acts of God, etc.	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	259	233,669	3	2,999	194	194,218
Agriculture	1	7	—	—	—	—
Air Force	22	26,508	—	—	15	11,683
Army	71	63,670	1	1,941	44	49,015
Civil Service Commission	—	—	—	—	—	—
Commerce	2	94	—	—	1	230
Defense	5	2,660	—	—	9	12,009
Federal Communications Commission	—	—	—	—	—	—
General Services Administration	9	4,917	—	—	5	786
Health, Education, and Welfare	5	13,805	—	—	3	13,602
Housing and Urban Development	1	25	—	—	1	25
Information Agency	—	—	—	—	—	—
Interior	6	1,680	—	—	1	950
Justice	—	—	—	—	—	—
Labor	—	—	—	—	1	4,257
National Aeronautics and Space Administration	5	4,511	—	—	4	5,930
Navy	97	97,971	1	608	71	71,568
National Labor Relations Board	—	—	—	—	—	—
Office of Economic Opportunity	—	—	—	—	—	—
Railroad Retirement Board	—	—	—	—	—	—
Selective Service System	—	—	—	—	—	—
Small Business Administration	1	20	—	—	2	589
Smithsonian and Gallery of Art	2	186	—	—	2	186
Soldiers' Home	—	—	—	—	—	—
Transportation	10	1,426	—	—	6	1,233
Treasury	3	2,010	—	—	16	12,919
Veterans Administration	19	14,179	1	450	13	9,236

NOTE: Nonadditive. An agreement may contain more than one provision.

Table 12. Rest periods, cleanup, clothing and tool allowances in Federal collective bargaining agreements, by occupational group, late 1971

Occupational group	All agreements		Working conditions							
			Rest periods		Cleanup time		Clothing allowances		Tool allowances	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	234	248,395	252	294,142	266	278,638	97	87,375
Classification Act										
Professional only	29	12,806	6	770	3	827	2	261	1	30
Nonprofessional only .	116	61,257	23	30,311	12	8,480	30	10,315	8	1,534
Professional and nonprofessional ...	17	11,756	1	230	–	–	–	–	–	–
Wage Board only	151	126,344	42	48,286	82	100,022	92	104,193	37	29,578
Wage Board and nonprofessional	305	273,295	142	150,621	135	165,868	127	151,480	45	51,187
Wage Board, professional and nonprofessional ..	53	47,287	20	18,177	20	18,945	15	12,389	6	5,046

NOTE: Nonadditive.

for rest periods; 40 percent, clothing allowances; and 38 percent, cleanup time. Once again, units of Wage Board employees in the Department of Defense and the Veterans Administration negotiated most of the agreements. (See table 12.)

Rest periods. Provisions specifying rest periods typically governed the number, duration, and scheduling of such breaks. Criteria often were specified for supervisors to follow in granting breaks involving factors such as physical exertion, fatigue, and employee isolation from others. Usually, employees received a 15 minute break period during the first and last 4 hours of work. Clauses also safeguarded against abuses and cautioned employees, for example, against extending lunch periods, changing starting or quitting times, and conducting union business:

(45) It is the policy of the employer to grant rest periods for not to exceed fifteen minutes during the first half and the second half of an 8-hour shift, subject to the criteria below. It is left to the operating official's discretion to determine whether rest periods are to be taken on a time schedule by all personnel or to authorize individual rest periods at such time as will not interfere with his work. These rest periods shall not be a continuation of the lunch period, nor taken immediately prior to quitting time. Criteria for determining the need and duration for rest periods are as follows:

a. Protection of employee's health by relief from hazardous work or that which requires continual and/or considerable physical exertion.

b. Reduction of accident rate by removal of fatigue potential.

c. Working in confined spaces or in areas where normal personal activities are restricted.

d. Increase in or maintenance of high quality and/or quantity production traceable to the rest period.

(46) Employees who work eight-hour tours of duty will have a rest period of not more than 15 minutes for each four hours of continuous work. Employees who work on four-hour shifts will have not more than one 15-minute rest period. Rest periods will not be used to lengthen the lunch period, to start work later, or to end a tour of duty earlier when a rest period is not taken by personal choice or because of workload demands. Rest periods that are not taken may not be accumulated for later use. Rest periods may be canceled by supervisors when workload emergencies arise or when workload so requires. Since rest periods are taken during on-duty hours, union business will not be conducted during such periods.

At least one agreement allowed breaks during the working day but did not set aside a designated time period:

(47) There will be no assigned periods for coffee breaks. Employees will be permitted to purchase refreshments within the facility and return to their work or other designated areas.

Cleanup time. Most agreements providing for cleanup time allowed a "reasonable" period, rather than a specific amount of time, to wash, change clothes, and put away tools. At times, clauses permitted; such

activities to take place before lunch and quitting time; others were silent in this aspect:

(48) The employer will provide a reasonable amount of time consistent with the nature of the work performed for employees to clean up prior to lunch and at the end of the work day. In the same manner a reasonable amount of time will be allowed employees for the storage or cleanup and protection of government property and equipment and personal tools prior to the end of the work day.

(49) Time will be allowed each civilian employee for the attendance to his own personal clean-up.

Clothing allowances. If agency regulations required specialized uniforms or protective clothing, these generally were provided to employees:

(50) Subject to the provisions of applicable regulations, the employer agrees to furnish . . . special clothing . . . that employees may be required to use. . . .

(51) The employer agrees to furnish protective clothing and equipment in accordance with Department of the Army Regulations.

Tool allowances. Provisions dealing with tools and tool allowances stipulated not only tools which the agency provided but also basic tools of trade which certain skilled employees are required to supply. Since these employees are required to furnish tools, provisions also could cover arrangements for storage of personal tools and procedures for claiming loss:

(52) Tools and equipment necessary for the accomplishment of their duties as determined by the employer will be made available to employees concerned in accordance with applicable regulations and Technical Orders. Such tools issued to the employee are subject to personal accountability according to governing regulations.

(53) It is agreed that the employer will continue to supply the tools and materials currently provided. Employees who are required to provide basic tools as provided in Base and Departmental instructions will be provided safe and secure stowage for personally-owned tools. Tools required to be furnished by employees will be specified in announcements of positions to be filled. Inventories of personally-owned tools will be filed with the shop head. The employer agrees to investigate any claim of loss or damage to personally-owned tools and to compensate the owner for the fair value of such tools (in cash or in kind, as determined by the employer) if the investigation establishes that the loss or damage was not the fault of the owner.

Subcontracting

Nearly one-fourth of the agreements to some extent restricted contracting out of work normally done by employees in the bargaining unit. (See table 13.) Over three-fourths containing subcontracting clauses were negotiated with the Navy and Army, and accounted for more than four-fifths of the employees covered by such provisions.

Provisions restricting contracting out fell into three categories. Most of these stated that the employer would not contract out work unless necessary; as a rule, they specified a time period in which the employer would notify the employee organization of any subcontracting. The advance notice implies that the employee representative could question the decision to contract out and could use the time to marshal arguments against the decision:

(54) Although it is the policy of DCASR, Chicago to employ within manpower and funding limitations qualified personnel appointed under U.S. Civil Service Commission procedures in continuing or permanent positions in accordance with existing laws and policy, if contracting out for personnel services on a continuing basis is determined necessary, reasonable advance notice of two weeks when possible will be furnished the Local.

(55) Employee agrees to notify the union in advance of all contracting actions which have a tendency to displace career employees. . . .

(56) . . .Whenever the work normally performed by employees in the unit is expected to be contracted out, the employer agrees to inform the council before implementing such action.

In the second category, the right of the employee organization to protest the action, or to have a role or be consulted in the decision was explicit if the decision affected the size of the present work force. The first example required a written management decision on the employee organization's protest:

'57) The employer shall give the union 30 days advance notice of its intention to solicit bids for "contract work" which would result in a reduction in force or demotion of any employees. Such advance notice will provide a full explanation of the reasons for making this change and will afford the union an opportunity to file a written protest within ten (10) days. The employer will consider the protest and shall furnish the union a written decision.

(58) It is recognized that it is the general policy of the DOD to accomplish, with Civil Service employees, the regular routine recurring operational work at those

Table 13. Restrictions on subcontracting, work by supervisors, and reference to jurisdictional issues in Federal collective bargaining agreements, by agency, late 1971

Agency	Restrictions on subcontracting		Restrictions on work performed by supervisors		Jurisdictional issues	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	159	182,006	134	131,795	45	68,709
Agriculture	—	—	—	—	1	33
Air Force	2	1,764	1	509	—	—
Army	55	69,163	46	51,337	7	6,482
Civil Service Commission	—	—	—	—	—	—
Commerce	—	—	—	—	—	—
Defense	4	5,778	6	3,421	1	2,369
Federal Communications Commission	—	—	—	—	—	—
General Services Administration	4	4,381	4	478	—	—
Health, Education, and Welfare	2	238	2	1,541	—	—
Housing and Urban Development	—	—	—	—	—	—
Information Agency	1	2,093	—	—	—	—
Interior	2	103	2	417	2	1,601
Justice	—	—	—	—	—	—
Labor	1	5,154	—	—	—	—
National Aeronautics and Space Administration	3	2,995	4	4,324	1	187
Navy	69	81,413	60	64,876	28	54,987
National Labor Relations Board	—	—	—	—	—	—
Office of Economic Opportunity	—	—	—	—	—	—
Railroad Retirement Board	—	—	1	1,405	—	—
Selective Service System	—	—	—	—	—	—
Small Business Administration	1	569	—	—	—	—
Smithsonian and Gallery of Art	—	—	1	163	—	—
Soldiers' Home	—	—	1	186	—	—
Transportation	3	354	1	850	2	1,040
Treasury	1	85	3	1,039	3	2,010
Veterans Administration	11	7,916	2	1,249	—	—

NOTE: Nonadditive.

activities that have traditionally employed such a force. DISC work may be contracted to accomplish seasonal and other peak work loads, to prevent the buildup of unduly large backlogs of work, to perform occasional specialized work and to accomplish work that, for economic or other reasons, can be better performed by contract. Prior to the initial contracting of work that has traditionally been performed by DISC employees, the employer agrees to consult and discuss other possible courses of action with the union. This will affect the contracting of work that does not affect the work force.

In the event of contracting out of work, the employer will, to the maximum extent possible, minimize any employee displacement.

The final category limited subcontracting to specific situations: specialized skills or equipment needed; insufficient manpower to perform the work in the plant or yard; deadlines to meet; or orders from higher authority:

(59) The employer agrees to continue the existing policy whereby work that is normally performed by employees in the unit is not contracted out unless it is beyond the capacity or capability of the station work force to perform or economic or regulatory considerations dictate that such work be performed by contract. Of necessity, work will be contracted under conditions such as: when special technical skills or equipment are not available; when all manpower resources are committed and the work is of such urgency that its accomplishment cannot be deferred; or when accomplishment cannot be deferred; or when accomplishment by contract is specifically directed by the Commandant of the Marine Corps, or other higher authority.

(60) It will be the policy of the employer, that work normally performed by employees in the unit will not be contracted for on a farm-in farm-out basis unless beyond the capacity and capability of the employees in the unit and/or economic consideration dictate the need for such actions.

The employer will consult with the union when there is a change in this policy or discuss outstanding farm-in farm-out contracts upon requests of the union.

(61) . . . In most matters wherein the employer has discretion, it will be the policy that work normally performed in the Center will not be contracted out or assigned to employees not in the Center, unless such work is beyond the capacity (timing, workload and/or availability of appropriate skills) or capability of the

Center employees to perform or if technological changes dictate that such work be performed outside the Center. In this regard, the employer agrees to consult with the union concerning any work situation changes affecting employees in the Center.

No agreement placed an absolute ban on subcontracting of work regularly performed by employees in the bargaining unit.

Work by supervisors

Only 19 of the agreements examined in the 1964 Federal agreement study, compared with 20 percent in the 1971 study, prohibited supervisors or other nonbargaining unit personnel from doing work normally performed by members of the bargaining unit. (See table 13.) As in 1964, the Navy Department negotiated the largest number. Normally, the clauses stipulated the situations in which work by supervisors would be permitted; for example, in emergencies, or when necessary as part of training:

(62) The employer agrees that, to the extent practicable and consistent with manpower requirements and regulations, full time supervisors shall not be assigned to perform duties outlined in job or position descriptions of unit employees except when training or instructing employees, or in cases of emergencies, or when unforeseen production or schedule difficulties dictate such assignments.

(63) The employer agrees that supervisors will not be required to perform routine duties of their subordinates except when such work is considered to be a part of the normal duties of the supervisory position, or for any of the following purposes:

a. Instruction or Cross-Training.
b. Procedure evaluation or Testing
c. Economy
d. Emergency circumstances

Craft jurisdiction

A small number of agreements, covering 13 percent of the workers studied, included provisions dealing with jurisdictional disputes among craft unions. Over one-half of these were negotiated with the Navy Department. Typically, clauses stated that the employer would observe customary trade jurisdictions whenever possible, that changes would be discussed with the union, that the employer would consider the union's views:

(64) Whenever circumstances have made it necessary to assign craftsmen to work of another craft or non-craftsman to craftsman level work, the employer agrees to consider the views and recommendations of the union in regard to policies and practices relating to assignment of work to the various trades. Minor jobs of one trade associated with maintenance or repair jobs of another trade may be performed by the trade doing the maintenance or repair.

(65) The employer agrees, prior to implementation, to discuss with appropriate union representatives any significant changes regarding basic and fundamental trade or craft jurisdiction, including major journeyman or apprentice training programs. The employer further agrees to consider the views and recommendations of the union, including the International, in matters relating to trade or craft jurisdiction.

The Employer agrees to meet with union officers to discuss trade jurisdiction with respect to introduction and application of new materials and new processes of a significant nature.

Any equipment over which the union has been granted jurisdiction by the employer shall be operated only by unit employees for normal production needs.

(66) In the event a problem arises with respect to trade or craft jurisdiction affecting employees in the unit, the council may bring such matters to the attention of appropriate officials of the employer. The employer agrees to give serious consideration to the views and recommendations of the council in regard to policies and practices relating to assignment of work to the various trades to the maximum extent possible commensurate with maintenance of efficient operation.

One agreement negotiated by a local Metal Trades Council gave Council affiliates an opportunity to resolve jurisdictional issues and to present their view to agency management. However, this policy was qualified by the employer's necessity to maintain the efficiency of operations:

(67) The employer recognizes that the matter of trade jurisdiction boundaries between and among crafts for the purpose of establishing a claim to the work is an appropriate subject for determination by the various crafts affilated with the council. The council agrees to provide the department head the council's position in writing. The council recognizes the employer has the right to assign work in a manner necessary to maintain efficiency of government operations.

Health and safety

Federal agreements contained a variety of health and safety-related provisions, most prominently those which created safety committees and those which referred to unsafe working conditions. (See table 14.) These were most prevalent among components of the Department of Defense and the Veterans Administration. Virtually all covered employees in Wage Board or in mixed bargaining

Table 14. Selected safety and health provisions in Federal collective bargaining agreements, by occupational group, late 1971

Safety and health provision	All agreements		Classification Act					
			Professional		Nonprofessional		Professional nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	29	12,806	116	61,257	17	11,756
Policy statements on safety	122	76,254	3	755	27	9,613	6	5,317
Joint safety committee	353	381,917	6	1,718	42	42,085	8	5,857
Equal representation	43	34,130	2	834	4	2,883	—	—
Unequal representation	286	324,602	4	884	35	33,283	6	3,939
Unable to determine representation	24	23,185	—	—	3	5,919	2	1,918
Inspection by safety committee	35	72,914	1	432	4	17,056	2	1,569
Reference to unsafe conditions	346	360,486	4	985	54	41,957	9	6,576
Union notified of accidents	130	164,930	1	432	16	6,119	3	1,946
Placement of disabled employees	169	231,727	4	1,556	15	20,447	—	—
Medical units	264	294,729	5	2,750	38	30,750	10	6,465

Safety and health provision	Wage Board		Wage Board and nonprofessional		Wage Board, professional, and nonprofessional	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	151	126,344	305	273,295	53	47,287
Policy statements on safety	36	35,231	44	22,628	6	2,710
Joint safety committee	93	86,483	178	210,643	26	35,131
Equal representation	16	7,817	17	12,891	4	9,705
Unequal representation	69	73,777	153	194,718	19	18,001
Unable to determine representation	8	4,889	8	3,034	3	7,425
Inspection by safety committee	12	22,305	13	18,690	3	12,862
Reference to unsafe conditions	100	107,349	159	182,142	20	21,477
Union notified of accidents	60	82,083	45	70,717	5	3,633
Placement of disabled employees	54	84,833	84	111,799	12	13,092
Medical units	72	94,972	117	127,736	22	32,056

NOTE: Nonadditive. Agreements may contain more than one safety provision.

units which included Wage Board personnel, since these employees are more likely to be exposed to safety hazards than white collar employees.

Safety policies. Of the agreements studied, 18 percent, triple the proportion in the 1964 study, set forth safety and health policies for the bargaining unit. These could be general statements, obligating the employer to establish nonhazardous conditions:

(68) The employer will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for employees.

Or they extended the obligation to seek safe working conditions to both the employer and the union:

(69) The hospital shall make adequate provisions for the safety and health of employees. The union shall maintain an active interest in all aspects of safety, the reduction of accidents, and the elimination of safety hazards, and will encourage all employees to work in a safe manner.

(70) Management will exert every reasonable effort to provide and maintain safe working conditions and industrial health protection for employees. The union will cooperate to that end and will encourage all employees to work in a safe manner. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Management will consider, from any individual employee and from any employee organization, suggestions which offer practical and feasible ways of improving safety conditions.

Clauses often contained a pledge to obey Federal and other laws on safety:

(71) Management agrees to make every reasonable effort to provide and maintain safe working conditions and to comply with applicable Federal, State and local

laws and regulations relating to safety and health of the employees. . . .

Safety committees. Most common were provisions establishing joint safety committees, which appeared in 53 percent of the agreements studied involving 72 percent of the workers covered. (See table 14.) Again this increase over 1964 is significant.

As a rule, safety committee clauses established the composition of the committee, described its functions and authority, and stipulated the frequency of meetings. In most instances, the two parties were represented unequally; that is, management representatives were in the majority. Apparently safety committees made up entirely of management personnel often existed before the first Executive Order on labor-management relations was issued. Subsequently, unions and associations were able to negotiate on safety matters and succeeded in placing one or a small number of representatives on these committees. As noted in table 14, the number of agreements providing for equal representation was relatively small.

In describing the responsibilities and authority of joint safety committees, the provisions appeared at times to be broad and vague, and their range of activities could not be determined by anyone not familiar with their actual day-by-day operations. As the following illustrate, the general promotion of safety programs may give an inexact mandate to committee members:

(72) It is a joint responsibility of the division and NFFE to promote the division safety program, and to insure the observance of safe working practices. The division agrees to appoint one member of the union as a member of the Division Safety Committee.

(73) A mutual and cooperative attitude to accomplish safe working conditions and to report promptly on-the-job injuries or accidents requires representation of management and representation of the employee organization on the safety committee. Management agrees that a representative of the employee organization will participate in the meetings of the safety committee on matters of safety policies, programs and procedures. . . . The employee organization may nominate three representatives, one from each shift to serve as representatives on the Security Division Safety Committee. When unsafe or unhealthy conditions are observed, they should be immediately reported to the cognizant supervisor in the area involved.

More specific contracts occasionally granted committees periodic or irregular safety inspection as one of their functions. Some clauses were explicit, and others implied that after inspection the committee could recommend changes in safety policies to agency management:

(74) To assist in the positive implementation of the program, a joint Employee-Management Safety Committee will be established. The committee will consist of the chief, JCOO or his representative (who shall be the chairman), the safety officer, and two approved representatives from the union. The committee will advise on safety policy and program.

The committee and any technical safety specialists required, will periodically, but not less than quarterly, inspect the Jeffersonville Census Operations Facilities.

(75) A joint committee consisting of at least one member appointed by the union and an equal number appointed by the agency shall be formed for promoting efficiency through safety. The committee will convene monthly and will make necessary recommendations to the Agency in respect to correcting unsafe conditions discovered by the committee.

Reports of unsafe conditions will be investigated by the committee and a tour of inspection will be made when necessary to determine corrective action to be recommended.

(76) The Center agrees to establish a Safety Committee in each of the major operations and designated staff offices. The Center agrees that the union may have equal representation on each safety committee established in the major operations and staff offices. Such committees shall be advisory to the respective operations directors and staff office chiefs. . . Each committee will periodically inspect its operations or staff office work area and recommend changes in safety measures to the operations directors and staff office chiefs. The committee may review causes of accidents involving its operations or staff office and make recommendations for corrective action.

Some committees had the initial authority to resolve disputes over health and safety issues and to develop safety and education programs. In the second illustration, committee members were specifically guaranteed no loss of pay while on committee work:

(77) The agency agrees to maintain a joint union-management health and safety committee in each sector. The committee shall be composed of at least one representative of management and one representative of the union. The union representative shall be selected by the union.

The committee shall:

a. Meet as often as necessary upon request of either party.
b. Make periodic inspections of the facilities at least once every six months.
c. Make recommendations to the Chief Patrol Inspector for the correction of unsafe or harmful conditions and the elimination of unsafe or harmful work practices.
d. Promote health and safety education.

All disputes and disagreements arising under the health and safety clauses of this contract, if not disposed of by the health and safety committee and the Chief Patrol Inspector, shall be referred to the Regional Commissioner for decision.

(78) There shall be established in each Payment Center a health and safety committee consisting of a senior staff or operating official, medical and/or nursing personnel, management services personnel, and the safety official. The Local shall also be represented on this committee. The chairman of the committee will be appointed by the Payment Center.

The function of this committee shall be:

1. To promote health and safety education of the employees in the payment centers which will consist of, but is not limited to, training for emergency evacuation of the building, training in first aid and the use of fire extinguishers for an appropriate number of employees on each floor.

2. To meet quarterly on designated dates—or more frequently when mutually agreed upon—for the purpose of inspecting facilities and recommending measures for the elimination or control of conditions hazardous to the health and safety of the employees. Recommendations will be presented, in writing, to the Payment Center.

In accordance with this agreement members of the health and safety committee shall be afforded time off from regular duty without loss of pay or charge to leave for the purpose of performing such duties provided for in this Article.

Unsafe conditions. More than one-half of the 671 agreements studied referred to work under unsafe or unhealthy conditions. (See table 14.) Most provided that employees would not be required to work in hazardous areas until such unsafe conditions were corrected, or that employees would be given adequate protective equipment:

(79) No employee shall be required to work in areas where conditions detrimental to health exist without the proper personal protective equipment and other proper safety devices as prescribed by the applicable regulations. So that safe working conditions may be maintained, the union agrees to encourage all employees to observe safe work practices, wear protective equipment prescribed by the employer while performing assignments and report immediately to the appropriate supervisor any unsafe conditions or acts.

(80) No employee shall be required to perform repair work on any machine while it is in operation nor shall any employee be required to work in areas where conditions exist that are determined by the Safety Officer to be detrimental to the health and safety of an employee until such conditions have been removed, remedied, or the employee is adequately protected by personal protective equipment.

In a few cases, employees were urged to report unsafe or unhealthy conditions either to a safety committee or to a management representative:

(81) In the course of performing their usual duties, employees will be encouraged by the union to be alert for unsafe practices and equipment, and conditions, as well as environmental conditions in their immediate area which represent industrial health hazards. When apparently unsafe or unhealthy conditions are observed by the employees, they shall report them to the safety committee or cognizant area supervisor.

In some cases, employees were permitted to cease work if they believed that conditions existing on the job were extremely hazardous. The final decision, however, rested with a management official:

(82) An employee who has good reason to believe that conditions exist on his job which are beyond the normal hazards of the position and which may be dangerous to life and limb, may cease work and immediately notify his job supervisor, who will investigate the matter. If the supervisor is in doubt he shall assign the employee other duties pending a determination of the issue. If the employee questions his supervisor's decision on the issue he may appeal to the next echelon of supervisors. If the question cannot be resolved by the supervisors it will be referred by them to the post safety officer for final decision.

Employees also had recourse to the grievance procedure if they believed that working conditions involved undue risks to life or health:

(83) An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent to the operation in question shall have the right to file a grievance.

Several clauses provided that no employee would be required to perform work that earlier had been judged hazardous, when a safety review was in progress or when work did not meet Federal or agency safety standards:

(84) No technician shall be required by any supervisory official to perform work under the following conditions:

(a) Where the work is the subject of a previous protest or complaint and a safety evaluation has determined that the work is unsafe.

(b) Where the work is the subject of a previous protest or complaint and a safety evaluation has not been accomplished within a reasonable period of time.

(c) Where the work violates a published Federal safety directive or National Guard Bureau regulation.

A few agreements safeguarded health and safety by establishing limits on weights to be lifted or the amount of physical exertion required as part of the job:

(85) . . .No employee will normally be required to lift in excess of 44 lbs. Assistance will be furnished, either by mechanical lifting devices and/or additional manpower, in lifting objects bulky in size or volume. . .

(86) No employee will be required to lift items or operate machinery or equipment which requires physical exertion beyond the limits specified in current applicable directives.

Accident reports. Nineteen percent of the agreements, covering 31 percent of the workers in the study, required notification to the employee organization of accidents involving members of the bargaining unit. (See table 14.) Most were negotiated with Defense Department agencies, especially the Navy Department:

(14) When it becomes known that an accident has resulted in a disabling work injury, the employer agrees to notify the union promptly of the circumstances.

(15) Employees will, if injured on the job, report or have same reported to their supervisor as quickly as possible, but not later than 48 hours. Appropriate accident forms will be used. Supervisors will notify stewards of all on-the-job accidents or injuries.

Agency tabulations on accidents could be made available periodically to the employee organization:

(87) Accident records pertaining to civilian employees shall be kept and maintained by the employer. Records on injury frequency and cost rates will be made available by the employer to the union at least quarterly.

Disabled employees. More than 25 percent of the agreements, covering almost 44 percent of the employees in the study, referred to the placement of physically disabled workers. (See table 14.) This provision represented a significant rise over the 1964 study, which included only two such agreements. Most provisions were negotiated by bargaining units which included Wage Board employees.

Most clauses provided that present employees who become injured or, in a few cases, who contract a non-contagious illness would be assigned to light duty, consistent with their physical abilities, for limited periods of time or until recovered. Many allowed light duty only after the recommendation of a physician:

(88) Employees who have sustained an on-the-job injury may be assigned light duty, if such duty is recommended by his physician, subject to review by the Personnel Health Physician.

Some further specified that the employee would remain eligible for promotion while on limited duty:

(89) An employee who has been injured or incapacitated and able to perform limited duty will be assigned to such duties that he is able to perform, when such duty is available, until he has recovered from the injury or incapacitation. Employees will be eligible for recommendation for promotion although they are serving in a limited duty status.

In a similar vein, handicapped employees could be shifted to other operations if they could not remain in their present jobs:

(90) The employer shall maintain a continuing program for placement of handicapped employees who can perform needed work within their capacity, and who cannot be utilized in their parent shops or departments. It is recognized that in some cases of this type a brief period of job indoctrination may be required.

Still other agreements included pledges to hire the handicapped:

(91) The employer will continue to support the various programs which encourage the employment of physically handicapped individuals. It is recognized that such employment may require a brief period of job indoctrination.

Medical facilities and services. Thirty-nine percent of the agreements, covering 55 percent of the employees involved, stipulated that the employer would furnish medical units or services. (See table 14.) Some contracts provided for facilities on the site, or for a first aid unit:

(92) The Director acknowledges that it is desirable and in the best interests of the employees and the agency to provide health service or first aid facilities for the employees. The Director agrees to attempt to provide health service participation or first aid facilities as prescribed by Treasury Personnel Manual, 792.

(93) At any post of duty where full health facilities are not established, the employer shall place one fully equipped first aid kit, and shall appoint one qualified employee to maintain the kit and to administer first aid as required.

Employees injured on the job were provided emergency transportation. As a rule, provisions required someone to accompany the sick or injured worker. In some cases, the choice of physician or hospital was left entirely to the employer's discretion:

(94) Prompt ambulance service and first aid to injured employees will be provided at all times. No injured employee will remain unattended while he is being transferred to the hospital.

(95) In case of serious personal illness occurring while an employee is at work, the employer agrees to arrange for transportation to a physician or medical facility. The employee will not have a free choice of the medical facility or physician to be used.

Transportation would become a serious problem if the employee and his family lived at a government facility that was located at some distance from adequate hospitals and medical treatment. In the following provision, both the employee and his family were guaranteed transportation in medical emergencies, according to agency regulations:

(96) The employer agrees that emergency medical transportation will be handled in accordance with Regional Handbook PC P 1500.1B which currently provides that:

POLICY. Where medical services available at an outer island location are not adequate to provide the necessary treatment, care, or service to an employee of the FAA and/or his immediate family, the FAA will furnish the necessary transportation or pay transportation expenses between the outer island location and the point where adequate treatment, care, or service is available, normally Honolulu, unless circumstances require the use of another destination. Transportation will be via Government carrier unless it is determined that immediate travel by commercial carrier is necessary to safeguard the life or health of the employee or dependent involved. Any medical treatment, care, or services at the point of destinations shall be at the expense of the employee unless it is determined that it falls within the provisions of the Employee's Compensation Act.

Alcoholism, drug abuse, and mental health

Both government and private employers have in recent years become increasingly conscious of growing employee problems related to alcoholism, the use of drugs, and emotional instability. Not only do problems involve the well-being of the individual, but also the quantity, quality, and safety of work.

As early as 1946, the Federal Government was authorized to develop physical and mental health programs for its employees, but these matters as yet are rarely dealt with in collective bargaining agreements. Clauses relating to alcoholism are more prevalent (15 agreements) than either drug abuse (10) or mental health (7). In fact, drug abuse or mental illness was usually referred to in provisions on alcoholism.

Approaches to any of these problems varied both in the detail of the clause and in the policies adopted. In the simplest clause, for example, a union pledged cooperation in an existing medical program on alcoholism:

(97) . . . The union further agrees to support the employer's program on alcoholism. The problem of alcoholism is recognized as one in which both parties have an obligation. Therefore, the parties agree to counsel those employees identified as having a drinking problem to seek aid and medical treatment.

Other provisions dealing exclusively with alcoholism referred to efforts at rehabilitation. However, the following provision define rehabilitation as a noncost referral service for the alcoholic employee which seemingly acted as a preliminary to disciplinary action, should rehabilitation be refused or unsuccessful:

(98) Alcoholism and problem drinkers create a serious and expensive national health problem thereby detracting from the efficient operation of our economy. While SBA probably has a lesser rate of alcoholism and problem drinking among its employees than does private industry due to SBA's selection process, SBA nevertheless expresses an interest in the rehabilitation of human resources lessened or destroyed in value by such alcoholism and problem drinking. SBA is not concerned with the private decision of an employee to use or not use beverage alcohol while in non-duty status but when such use impairs an employee's work performance, attendance, conduct or reliability, SBA management recognizes its responsibility to take appropriate action. SBA adopts an alcoholism program which introduces non-disciplinary procedures under which an employee with a drinking problem is offered rehabilitative assistance. If the employee refuses such assistance, and the problem drinking adversely affects the employee's job responsibilities, or if the course of rehabilitation fails to achieve professional expectations on the job, regular disciplinary procedures for dealing with problem employees will be used. The rehabilitative program is one of referral and does not provide for SBA to pay the costs of rehabilitation. The supervisor should refer the employee to the Rehabilitation Program Officer who performs his functions under the Occupational Health Officer. The employee, himself, may voluntarily report to the Rehabilitation Program Officer for rehabilitative referral.

Clauses also might assign the employee organization a full role in devising and carrying out a program on alcoholism, drug abuse, or mental health:

(99) In light of the Federal Alcoholism Program sponsored by the U.S. Civil Service Commission, and in keeping with the spirit of this program and its

values, the employer agrees to consider the feasibility of developing a program to assist in the rehabilitation of employees who suffer from chronic addiction to alcohol, drugs, or other addictions which render them physically or emotionally unable to perform normally assigned duties in a normal manner. If such a program is found to be feasible, the employer will develop such a program in full consultation with the union; and to the maximum degree possible, as determined by the employer, will involve the union in the subsequent operation of any plans or program designed to achieve the above purpose.

The participative role may include the development of a joint committee to consult and recommend policy and program. In the following provision, union representation on the joint committee, however, did not preclude it from protecting members of the bargaining unit from "personnel actions arising from alleged alcoholism or mental disorder":

(100) The parties recognize that alcholism is an illness. To assure the effective implementation of the Department's policy on alcoholism as a problem in the work place of the Department as specified in Secretary's Order No. 22-67, October 12, 1967, it is agreed that a joint union-management committee, consisting of two representatives of the Department and two representatives of Labor Local 12 appointed to serve at the pleasure of their respective principals, is hereby created to meet at such times and places as may be decided by the committee.

It shall be the function of the committee to consult as appropriate with individuals engaged in the implementation of the policy on alcholism to:

1. ascertain what additional measures, if any, may be necessary or desirable to assure the continued efficiency and effectiveness of the program;
2. recommend adoption of such measures; and
3. inform the executive committee of Labor Local 12 and appropriate Department officials, subject to rules of confidentiality, on the operation of the program.

Information received by the committee with respect to any individual shall be held in the strictest confidence and no information shall be disclosed by the committee which would permit the identification of any individual affected by the Department's policy.

The committee shall likewise concern itself with general problems of mental health of Department employees.

This article shall not be construed as a relinquishment by Labor Local 12 of its responsibility to represent an employee on request in connection with personnel actions arising from alleged alcoholism or mental disorder.

The agency's right to take action against employees who are problems on the job because of alcoholism, drug addiction, or emotional problems—usually discipline or separation—may be surrounded by a number of employee safeguards, including the right to use his own physician under given circumstances, to confidentiality, to know the reasons for the action taken, and to appeal rights:

(101) When there is evidence that an employee is physically, mentally, or emotionally unable to perform the duties of his position efficiently and safely, the Employer may refer the employee to the Medical Department with an appropriately executed form or a special letter requesting determination of his fitness for duty. Normally, such examinations will be conducted by a qualified physician attached to the Medical Department. If, however, the employee refuses to be examined by such physician or other Employer-designated physician, he may be examined by his personal physician subject to the following conditions: (1) The physician is board certified in the appropriate medical specialty and acceptable to the Employer: and (2) the physician submits a complete and detailed medical report of the examination directly to the Employer. If an employee refuses to be examined by a Medical Officer or a private physician board certified in the appropriate medical specialty, then all the facts and circumstances of the case shall be reviewed and, on the basis of these, the Employer may remove the employee from the Annex rolls.

In the event the employee's personal physician is board certified in the appropriate medical specialty and is not acceptable to the Employer, at the employee's request, the Employer will explain, in writing, why the physician is not acceptable. In the event the Employer proposes involuntary separation for physical, mental, or emotional disability, the employee will be fully informed of his rights to appeal. It is agreed and understood that the Employer may not discuss in the presence of, or otherwise disclose to, any fellow employee, representative, or person of the general public, medical information relating to an employee except upon consent and designation by the employee concerned, and then only to the extent permitted by applicable law and regulations of higher authority. The above does not prohibit proper discussion of the medical information among management officials and supervisors who have a need to know. Should a dispute in the above premises arise between the parties, the Employer will furnish copies of the applicable law and regulations to the union. The provisions of this section do not preclude the employee's seeking guidance and advice of Union representatives at any step of these proceedings.

If a supervisor suspects that an employee of the Annex is under the influence of alcohol or narcotics, he will escort the employee to the dispensary. The supervisor will inform the employee as to why he is being taken to the dispensary. Before the employee is required to submit to a blood test or breath test, the Employer agrees to fully inform the employee of his rights. The employee shall be placed in an annual leave status for the remainder of the day beginning at the time he was first taken to the Annex dispensary.

Differentials for hazardous duty and abnormal working conditions

Certain jobs that are essential in some operations are, by their very nature, unavoidably hazardous or must be performed under unusually disagreeable working conditions. Since the nature of these jobs cannot be changed significantly, agreements which cover workers who perform these tasks often provide for additional payment.

Pay for hazardous work, such as working in towers or with dangerous chemicals or other materials, was provided for in 13 percent of the agreements, as was pay for abnormal working conditions, such as dirty work or work at extreme temperatures. (See table 15.) As with most safety-related provisions, nearly all eligible employees were in either Wage Board or in mixed units.

Clauses typically provided for premiums "in accordance with applicable rules and regulations" or "governing directives" without giving further details:

(102) The employer agrees that an environmental or hazard differential will be paid, according to governing directives, to employees who are exposed to hazards, physical hardships or working conditions for which pay differentials have been authorized.

(103) Hazardous duty pay and all other authorized additional premium pay rates shall be paid in accordance with applicable rules and regulations.

In a few cases, the employee organization could negotiate the extension of such payments to additional jobs:

(104) Hazardous work pay, dirty work pay and all other authorized additional rates shall be paid in accordance with applicable rules and regulations. It is further agreed that the union may enter into consultation with the employer at any time where it is felt that a particular assignment falls within the scope of this section.

Some clauses provided additional pay unless the employee's working conditions already were taken into account in his assigned grade or level of compensation:

(80) Employees working under conditons designated as hazardous by the Civil Service Commission and Air Force regulations . . . will be paid hazard pay unless the grade of the employee's position takes into account the severity of the hazardous working condition involved. The hazard pay differential established by these regulations shall be paid during the period an employee is subjected to an unusually severe hazard or working condition which is not usually involved in carrying out the duties of the employee's position, provided the grading of the employee's position does not take into account the severity of the hazafd or working condition involved.

Leave policies

Although annual and sick leave policies are set forth in considerable detail in the Federal Personnel Manual, matters relating to scheduling and forfeiture of annual leave and rules governing sick leave usage have increasingly found their way into collective bargaining agreements. Almost three-fourth of the agreements, for example, had provisions on vacation scheduling; almost one-third dealt with the forfeiture of annual leave; and almost two-thirds discussed aspects of sick leave. (See table 16.) These represented substantial increases over proportions found in the 1964 Federal agreements study.

Table 15. Pay differentials for hazardous work and abnormal working conditions in Federal collective bargaining agreements, by occupational group, late 1971

Occupation	All agreements		Pay differentials for			
			Hazardous work		Abnormal conditions	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	90	118,200	88	115,373
Classification Act:						
Professional	29	12,806	1	30	1	30
Nonprofessional	116	61,257	2	793	2	127
Professional and nonprofessional	17	11,756	1	230	—	—
Wage Board	151	126,344	41	57,481	42	59,432
Wage Board and nonprofessional	305	273,295	44	59,510	39	51,912
Wage Board, professional and nonprofessional	53	47,287	1	156	4	3,872

NOTE: Nonadditive.

Table 16. Sick and annual leave provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	Sick leave		Annual leave			
			Scheduling provision		Guarantees and policies against forfeiture	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	434	425,190	494	455,644	216	222,513
Agriculture	1	7	4	6,063	1	5,500
Air Force	49	81,188	57	83,469	27	19,088
Army	108	101,990	117	110,532	48	51,700
Civil Service Commission	—	—	—	—	—	—
Commerce	3	1,140	4	1,181	1	230
Defense	18	18,086	21	19,958	9	7,566
Federal Communications Commission	—	—	1	6	—	—
General Services Administration	16	7,294	19	8,433	8	4,324
Health, Education, and Welfare	7	14,087	13	15,486	5	13,805
Housing and Urban Development	2	80	2	80	1	25
Information Agency	1	2,093	—	—	—	—
Interior	6	1,692	10	3,158	1	32
Justice	4	9,572	4	9,577	3	9,526
Labor	1	4,257	1	4,257	1	4,257
National Aeronautics and Space Administration	5	7,130	5	7,130	1	1,600
Navy	122	116,982	124	118,085	68	70,604
National Labor Relations Board	1	474	—	—	—	—
Office of Economic Opportunity	1	803	1	803	1	803
Railroad Retirement Board	1	1,405	1	1,405	1	1,405
Selective Service System	—	—	—	—	—	—
Small Business Administration	2	589	2	589	1	569
Smithsonian and Gallery of Art	2	186	2	186	—	—
Soldiers' Home	—	—	—	—	—	—
Transportation	9	1,831	14	1,981	1	61
Treasury	18	15,781	19	16,126	16	15,293
Veterans Administration	57	38,523	73	47,139	22	16,125

NOTE: Nonadditive. Agreements may contain more than one leave provision.

Annual leave. Agreements occasionally stipulated that the employee's choice of vacation time, even though he was encouraged to use his leave in blocks of 1 or 2 weeks, might be governed by agency work requirements:

(105) Employees shall be encouraged to take at least two consecutive weeks of annual leave each year for purposes of rest and relaxation. Individual request for annual leave will be considered in the light of current and anticipated workloads. . . .

In scheduling vacations, both employee and agency agreed to settle matters early in the year so that they would have the opportunity either to plan time off or to meet operational needs caused by absences. In allocating specific vacation dates, agencies adopted procedures which would minimize conflict. In most cases, vacation dates were initially chosen by seniority:

(106) Employees wishing to schedule their vacations in advance for periods of one week or more may do so in accordance with the following procedure:

Their requests will be submitted by April 15 of each year.

On May 1, supervisors will review the requests and notify each employee of the disposition of his request.

(107) If requested to do so by individual employees, the employer will schedule annual leave for vacation purposes of one week or more continuous duration for those employees who will have sufficient leave accrued for the purpose. Employee requests for such leave received before April 30 of each calendar year will be scheduled in accordance with individual seniority, based on retention credits, for the groups of employees with the same job classification reporting to a single supervisor. . . .

(108) The taking of annual leave is a right of the employee subject to the approval of the supervisor. Annual leave shall be scheduled by the supervisor, after contacting the employee, in order to prevent the forfeiture of leave. The procedures for developing leave schedules are as follows. . . .

The senior employee (seniority for the purposes of leave selection will mean length of continuous service in the Naval Training Center Fire Division) in each platoon, will choose his leave period from any section. The second most senior employee will do likewise; etc., until everyone has chosen leave periods.

However, conflict over vacation dates might be resolved by discussion with the employees involved. If unsuccessful, difficulties could be settled according to seniority or other factors, such as preference given to the employee who had school age children:

(109) . . . Insofar as possible, leave will be scheduled for the time requested by the employee, subject to known work requirements. When two or more employees request leave at the same time, and if it is impractical to schedule both employees as requested, the supervisor will attempt to resolve the scheduling problem with the employees concerned. In the event rescheduling of leave cannot be worked out to the satisfaction of an employee or employees, the supervisor will determine what schedule to establish, and so advise the employee(s) affected. . . .

(110) . . . When it is impracticable to grant all requests for vacation leave for a given period, consideration should be given to the following factors in determining which requests to grant, with relative weight to be decided by the approving supervisor:

a. Amount of leave to the employee's credit.
b. Continuous seniority in the Baltimore Area.
c. Any other unusual circumstances.

(111) . . . In the event that more employees select the same summer vacation period than can be spared because of workload, first consideration will be given to employees based on length of service, using service computation dates, in absence of determinable personal hardship. Supervisors will give special consideration to those employees who have children of school age.

Situations could occur where, for personal reasons, the employee needed to change vacation dates. Under most scheduling provisions, employees could change dates as long as neither another employee nor the operation was detrimentally affected:

(112) . . . Once an employee has made his selection, he shall not be permitted to change his selection thereby disturbing the choice of another employee. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed. . . .

(113) . . . However, once an employee's leave has been scheduled, he will not be permitted to change if such change will disturb the schedule of another employee or hamper the mission of the organization.

(114) . . . Employees may exchange periods of leave by mutual consent in writing and with the approval of the supervisor.

When the agency had to cancel an employee's scheduled leave, it had to give reasons for its action. Most frequently, an emergency had to exist, usually affecting the agency's ability to run the operations:

(115) Earned annual vacation leave will be granted to every employee for the period requested and will not be rescheduled or cancelled unless for good cause. Such cause will be orally explained by the individual causing the change. Written explanation will be given if specifically requested by the employee.

(116) It is agreed that after a schedule of annual leave is prepared, accepted, and posted, the leave dates for individual employees will not be changed except by mutual consent or at the request of the supervisor who, when making the request, will explain all the circumstances requiring it. The supervisor will not make the request except to avoid the payment of excessive overtime or to adequately man the job. . . .

(117) Approved requests for annual leave will not be cancelled except in cases where the employer determines that the presence of the employee is necessary to assure the physical security and the fire protective services of the laboratory.

(118) . . . Employees will be consulted in the establishment of such a schedule and full consideration will be given to each employee's preferred leave periods; provided, however, that the employer shall have the right to make any adjustment to the schedule, or change the period during which any employee may take annual leave, due to the necessity of maintaining a balance of manpower and workload requirements. When such adjustments or changes become necessary, the affected employees will be given as much advance notice as possible.

Towards the end of the leave year, Federal employees may have leave available which they must use or lose, since the maximum number of annual leave days that may be carried over from year to year is set by legislation. Potentially, conflict can arise between an agency manager who does not want to see his operations impaired because of too many employees taking leave, and employees who do not want to lose their earned leave. Nearly one-third of the agreements covering over two-fifths of the workers in the study contained a guarantee against forfeiture of leave. The guarantees were short and relatively uniform in language:

(119) Annual leave schedules will be established before the end of January each year. All employees will be given an opportunity for a reasonable vacation and to use all leave which cannot be carried over to the next leave year. . . .

(120) Annual leave shall not be denied if it would result in forfeiture of accumulated leave.

Sick leave. As with annual leave, the use and accumulation of sick leave are subject to Federal regulation.

However, the collective bargaining contract can clarify how sick leave is to be used by employees and administered by agencies. Provisions, therefore, include topics such as (1) the kind of absences for which sick leave can be used; (2) abuses of sick leave and means of control; and (3) advancement of sick leave.

Several agreements reflect in their own language existing Federal and agency rules defining acceptable reasons for sick leave:

(121) Sick leave may be approved when requested reasonably in advance for medical, dental, or optical examination and/or when a member of the employee's immediate family is affiliated with a contagious disease and requires his care. It may also be approved when through exposure to contagious disease the presence of the employee at work would jeopardize his fellow employees.

Clauses usually required employees to supply medical certificates for sick leave which extended beyond a given number of days:

(122) Employees shall be required to furnish acceptable evidence to substantiate a request for approval of sick leave if such leave exceeds three consecutive workdays.

More clauses discussed abuses of sick leave. In some cases, union cooperation was elicited:

(123) The union agrees to encourage all employees of the unit to conserve their sick leave, explaining the insurance value of accrued sick leave. The union further agrees to emphasize that sick leave should only be taken in bona fide cases.

More often, however, evidence of sickness was required from those held to be abusing sick leave, often coupled with the statement that such exceptional requirements could be waived after a subsequent review. As a rule, employees required to supply medical certificates for any absence for illness would receive written notice from the agency:

(124) The employer agrees that employees will not be required to furnish a physician's certificate to substantiate a request for approval of sick leave unless such sick leave exceeds three (3) work days of continuous duration, except in individual cases if there is a good reason to believe that the employee is abusing sick leave privileges. In such cases, the employee will be advised in writing that because of his questionable sick leave record, a medical certificate will be required for any subsequent absence because of sickness. The written notification will explain fully why the employee is suspected of abusing sick leave. Such written notice will be given the employee in duplicate.

It is agreed by both parties that all such cases requiring a physician's certificate for such absence will be periodically reviewed by the Division or Service Chief for the purpose of determining whether such requirement may be eliminated. Such review will take place at least each three (3) months.

(125) A doctor's certificate is required for absences over three full days. In cases where the supervisor has good reason to believe that an employee is abusing the use of sick leave, or in case of frequent use of sick leave, he may issue the employee a written notice that he must furnish a medical certificate to support any subsequent periods of absence due to illness. These notices will be reviewed by the Department Head six months after issuance. In exceptional cases, the supervisor may request a medical certificate at the time the employee calls in. . . .

Employees calling in sick on the day immediately prior to planned annual leave and immediately following planned annual leave will be expected to furnish a doctor's certificate for those days.

(126) It is further agreed that all cases requiring a doctor's certificate for sick leave absences of 3 working days or less shall be reviewed at the end of 6 months from date of issue of letter to determine whether such a requirement can be eliminated. When it has been determined by the employer that the certificate is no longer necessary the employee shall be notified in writing. . . .

When abuse was clearly proved, the employee was subject to disciplinary action:

(127) . . . An employee found to have abused the sick leave privilege, including misrepresentation or falsification, shall be subject to disciplinary action.

Sick leave provisions often defined the conditions under which employees, suffering from prolonged illnesses or injuries, could apply for advanced sick leave. The nature of these clauses reflects agency problems with employees who have severed employment before sick leave advances had been paid back:

(128) Sick leave not to exceed 30 days may be advanced in cases of serious illness or disability. Sick leave shall not be advanced to an employee holding a limited appointment, or expiring on a specific date, in excess of the amount to accrue during the remainder of the appointment. Sick leave shall not be advanced to an employee with a chronic illness or to an employee known to be contemplating separation by retirement or resignation. In all cases, there should be reasonable expectation of return to duty as a prerequisite to advance sick leave. Advance sick leave will not be granted in maternity cases.

. . . Before requesting advance sick leave, employees will be required to have their annual leave accrual applied to advance sick leave indebtedness

until such time as the advance sick leave is liquidated. The union recognizes that the Center has the final authority for the approval of advance sick leave.

(129) ... A written request by an employee for an advance of sick leave, not to exceed 30 days, accompanied by medical evidence of incapacity to perform duties will be granted if the following conditions are met:

a. Employee has a career-type appointment.

b. Employee has sufficient retirement credits to cover repayment of the requested advanced sick leave.

c. The employee has not been warned in writing by his supervisor of sick leave abuse within the previous 12 months.

d. Employee furnished a medical doctor's written indication of returning to work at his regular duties on a continuing basis, at the expiration of the period covered by the advance.

Civic responsibilities

Significantly more contracts regulated jury duty, voting time, and charity drives in 1971 than in the Bureau's earlier study of Federal agreement provisions. Thirty-six percent of the agreements contained voting provisions and 35 percent jury duty clauses in 1971 compared to approximately 15 percent each in 1964; and 30 percent contained clauses concerning charity drives in 1971 compared with less than 5 percent in 1964. (See table 17.)

Jury duty. Provisions dealing with jury duty and court witness pay generally covered notification and certification of jury duty, safeguards against loss of pay and the transfer of jury fees to the agency, and return to work on partial days of duty. Almost two-thirds of the clauses were concentrated in Army and Navy installations.

Most provisions required employees to notify supervisors as soon as possible after being summoned so that interruption of normal operations would be minimized. By the same token, jurors dismissed after part of a day could be required to return to work or to be on annual leave:

(130) When an employee is subpoenaed for jury service, he will promptly notify his supervisor in order that arrangements may be made for his absence from scheduled duty. It is agreed that when an employee is excused from jury service for one or more days, or for

Table 17. Civic responsibility provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	Civic responsibilities					
	Court leave (jury duty)		Voting		Charity drives	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	232	251,410	242	292,450	203	245,581
Agriculture	—	—	—	—	1	7
Air Force	26	43,422	25	64,313	31	68,577
Army	68	69,376	67	74,420	53	57,182
Civil Service Commission	—	—	—	—	—	—
Commerce	1	230	2	283	1	230
Defense	8	6,238	7	5,156	9	12,043
Federal Communications Commission	—	—	—	—	—	—
General Services Administration	3	1,159	4	1,756	4	399
Health, Education, and Welfare	5	13,805	7	13,904	1	727
Housing and Urban Development	1	25	1	25	—	—
Information Agency	—	—	—	—	—	—
Interior	3	2,362	2	982	1	32
Justice	1	1,167	2	5,168	1	4,358
Labor	1	4,257	1	4,257	—	—
National Aeronautics and Space Administration	4	3,182	6	7,325	3	3,124
Navy	78	87,007	81	88,615	64	73,241
National Labor Relations Board	—	—	—	—	—	—
Office of Economic Opportunity	—	—	—	—	1	803
Railroad Retirement Board	—	—	—	—	—	—
Selective Service System	—	—	—	—	—	—
Small Business Administration	1	569	1	569	—	—
Smithsonian and Gallery of Art	—	—	—	—	—	—
Soldiers' Home	—	—	—	—	1	186
Transportation	6	1,102	7	1,580	1	8
Treasury	4	3,775	13	13,001	14	13,363
Veterans Administration	22	13,734	16	11,096	17	11,301

NOTE: Nonadditive

that period of any day that would permit him to return to duty for as much as two hours of his normal workday (without undue hardship), the employee will return to duty. If the employee does not return to duty under these circumstances, he will request leave from his supervisor for the period to be absent.

Clauses also guaranteed continued pay while on jury service. Some, however, prohibited the employee from taking annual leave while on such service so as to obtain regular pay and jury fees, as in the first illustration. All required certification of the time spent in court:

(131) Court leave is an authorized absence without charge to annual leave or loss of pay allowing an employee to serve as a witness in behalf of the U.S. Government or for jury service in any court. Such employees may not elect to take annual leave during the period of jury service in order to retain fees for such service... Upon completion of court leave, a statement showing number of days served will be obtained from the Clerk of the Court and forwarded to the Accounting Section....

(132) An eligible employee will be excused when he is called for jury duty or jury qualification, and the employer will pay at his basic rate for the time necessarily lost from his normal work schedule for such purposes....

... The employee will present the employer with a signed jury service card or other satisfactory evidence of the time served on such duties.

In addition to certification, clauses always stipulated that all court fees had to be turned over to the agency. In the following provision, the employee could deduct expenses incurred because of his service:

(133) When a regular permanent employee is under summons to serve on a jury, or to qualify for jury service, time lost from his normal work schedule for the purpose will be charged to court leave and the employer will pay him in accordance with applicable regulations.

When an employee is subpoenaed for jury service, he shall promptly notify his supervisor in order that arrangements may be made for his absence from scheduled duty. It is agreed that an employee excused from jury service for one or more days or for any portion of a day which would permit him to return to duty for as much as three (3) hours of his normal workday without undue personal hardship, shall report to the employer for duty or be charged annual leave if due and accrued.

The employee will present to the employer a signed jury service certification or other satisfactory evidence of such service immediately upon return to duty following his release from jury service.

An employee on court leave for jury service in a Federal court may not receive jury fees. An ~~employee~~ on court leave for jury service in a state or municipal court will collect all fees and allowances due; immediately upon return to duty he will deliver this sum, less any appropriate amount paid to reimburse him for personal expenses incurred in performing such jury service, to his supervisor in the form of cash or check, together with the certification of jury service... The supervisor will forward the summons, certificate and fees to the Navy Finance Office for accounting and disposition.

Voting. As a rule, agreements referring to time off for voting repeated rules already established in personnel regulations. As with other provisions repeating existing regulations, these tended to remind management and employees of rights to be exercised. Some provisions were very general, although others were more specific:

(134) When a vessel is in American port on an election day, employees who are qualified registered voters shall be afforded an opportunity to vote in accordance with Federal government personnel policy.

(135) Excused time will be given to eligible employees to vote in National, State or municipal elections or referendums consistent with applicable Federal rules and regulations. In this connection, eligible employees will be excused, without charge to leave for the purpose of voting, for a period that will enable them to vote, but not to exceed three hours after the polls open or three hours before the polls close, whichever will cause the lesser period of absence from their employment.

A few delineated, in great detail, exceptions to the general rule on voting leave, as stipulated in government regulations. The following provision, for example, allowed for additional time off under a number of circumstances for voting and registration:

(136) ... In the event of exceptional circumstances where the general rule as described in paragraph (a) above does not allow an employee sufficient time to vote, such employee may be excused for such additional time as may be needed to enable him or her to vote, depending upon the particular circumstances involved in his particular case, but such time shall not exceed a full day.

Should an employee's voting place be located beyond a normal commuting distance or when absentee ballot is not permitted or requires the voter to personally appear to obtain and/or cast such absentee ballot on other than non-working days, such employee may be granted sufficient time off in order to be able to make the trip to the voting place to cast his ballot. However, an employee's time off for this purpose in excess of one (1) day shall be charged to annual leave, or if annual leave is exhausted, then to leave without pay.

The employer further agrees that for an employee who votes in a jurisdiction which requires registration in person, such employee may be granted time off to register on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable round-trip travel distance of the employee's place of residence. (FPM Supplement 990-2, Book 630 S11-2(4).

Charity drives. Provisions referring to charity drives typically included two features. The first was a union-management pledge to cooperate in authorized charity drives, and the second was an employee safeguard against management pressure to contribute or the amount of the contribution made by the employee:

(137) The employer and the Council mutually agree that the employees in the unit will be encouraged to participate in charity drives endorsed by higher authority for solicitation on the Station. In no instance shall the employer or the Council exercise undue pressure on an employee to contribute to a charity to which an employee does not wish to contribute nor will any reprisal action be made against an employee who refrains from contributing.

(79) The employer and the union agree to encourage civilian employees to contribute to worthwhile charitable organizations as participating citizens in the communities in which they work and reside.

The union agrees to cooperate with the employer in fund-raising programs conducted in accordance with the Federal Personnel Manual or fund raising within the Federal Service for voluntary health and welfare agencies and by current DSA regulations. . . .

The employer will insure that lists of contributions of persons are used only as a routine control measure for collecting and forwarding contributions. The employer will insure that they are not used for supervisory consideration or discussion of a contributor's gift.

Occasionally clauses set forth rules which the fund-raising process had to follow:

(104) The employer and the Union recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and encourage employees as individual citizens and as members of a community to contribute voluntarily to worthwhile organizations as part of their personal responsibility as citizens. To the end that campaigns shall be conducted in the spirit of true voluntary giving, the employer agrees that:

a. "Fair Share" suggestions may be used for guidance and education, but the assignment of a dollar quota to an individual employee is prohibited.

b. When envelopes are used, each individual who desires to keep his gift private may use any envelope of his choice without his name being placed thereon unless he elects to do so.

c. Supervisors will not solicit subordinates.

d. Normally, civilian personnel will be solicited by civilians and military personnel will be solicited by military personnel.

e. Coercion, either overt or implicit, shall not be practiced by collectors, supervisors, or other personnel.

Personnel actions

Federal agreements contain a number of provisions which spell out personnel matters that are already covered in agency and Civil Service Commission regulations. Most of these provisions applied to Wage Board employees. These clauses specifically involved promotions, demotions, reduction-in-force, job descriptions and discipline, and in some instances detailed the union's role.

Promotions. Sixty-five percent of the agreements studied contained procedural rules governing promotions compared to 22 percent in the Bureau's 1964 study. (See table 18.) Wage Board employees were more frequently covered under agreements in the sample than other Federal employees. Army, Navy, and Veterans Administration contracts accounted for almost two-thirds of the agreements. The rules varied in content and sometimes were lengthy and detailed.[6] In general they touched upon a number of areas of concern to employees, including notice, safeguards against discrimination, union participation in the procedure, the rights of nonselected candidates to receive explanations concerning the reasons they were not selected, and the right to grieve, if dissatisfied.

Notice requirements could establish the content and time limit of announcements and could thereby affirm a policy of promotion from within. In addition to time limits, some contracts also stipulated that absent employees would receive notice of promotional opportunities:

(138) Baltimore District vacancy announcements for promotions will be posted for ten working days on all Baltimore District bulletin boards.

(139) To maintain the high morale of the U. S. National Zoological Park Police, it will be the policy of the employer to promote its own qualified employees,

Table 18. Promotion and demotion policies in Federal collective bargaining agreements, by occupational group, late 1971

Occupational group	All agreements		Provisions on promotion						Demotion policies specified	
			Procedures specified		Union role specified		Reference to temporary promotion			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	435	397,716	145	140,286	238	232,042	31	37,045
Classification Act:										
Professional	29	12,806	12	4,912	3	680	6	1,884	–	–
Nonprofessional	116	61,257	65	38,597	15	6,425	24	7,617	5	3,000
Professional and nonprofessional	17	11,756	10	8,563	2	2,218	6	3,824	–	–
Wage Board	151	126,344	113	110,799	39	41,994	70	86,499	11	16,290
Wage Board and nonprofessional	305	273,295	199	198,913	71	76,670	115	113,704	13	16,469
Wage Board, professional and nonprofessional	53	47,287	36	35,932	15	12,299	17	18,514	2	1,286

NOTE: Nonadditive

thus rewarding their ability, years of dedicated service, and devotion to duty.

All position vacancies at the sergeant level in the unit will be posted on all bulletin boards for a minimum of ten (10) days with the information of such vacancy to include:

1. Title and grade.
2. Qualifications required.
3. Where applications should be sent.
4. Closing date.

(140) Positions to be filled by promotion method shall be publicized by means of written notice and will provide for a period of at least six workdays during which applications may be filed. The employer will make every reasonable effort to notify qualified employees absent from Supply Depot, Boston of existing promotion opportunities. . . .

Notice provisions also could safeguard employees against discrimination and detail other procedural requirements, including union assistance in distributing vacancy announcements.

(141) Merit staffing will be administered as simply and efficiently as possible, without personal favoritism, and in such a way as to develop employee confidence.

Notices of vacancies to be filled by competitive merit promotion will be posted on bulletin boards for a minimum of one week.

Notice of entrance level positions for which sustained recruitment outside of USIA is undertaken will also be posted so that present employees who wish to be considered for such jobs may file application.

An employee's present grade, occupational series, or pay category (GS or WB) will not in itself be a cause for disqualification for any vacancy in a higher level position if the candidate otherwise has the qualifications to fill such a position.

A supervisor is expected to interview all candidates certified except where the supervisor is already adequately acquainted with the candidates.

(142) It shall be the policy of both management and the union to assure that employees are selected to fill position vacancies without discrimination for any reason such as sex, race, age, religion or politics. Further, every effort will be made to promote employees from within the unit whenever they are referred among the best qualified candidates available for the position. Additionally, it shall be the intent of this Memorandum of Agreement to encourage career development of and by employees that will assist them in obtaining career advancement within the Federal service.

The employer agrees that all position vacancies in the unit, except those vacancies filled by actions not subject to competition under the Base Merit Promotion Plan, will be publicized in the Hanscom Bulletin and the Hansconian. Applications will be accepted for a period of five working days from the original date of the issuance of the Hanscom Bulletin in which the vacancy announcement appears. Employees will follow filing instructions contained in each announcement. Extra copies of the Hanscom Bulletin (limited to 25 copies) will be made available to the Union for distribution to the Union shop stewards.

One-third of the agreements with promotion

procedures provided for various types of union participation. (See table 18.) Some gave the union a voice in setting policy, often by means of a joint committee:

(143) It is agreed that the VA Hospital will consult fully with the Union on the present promotion policy and any revisions of same.

(144) It is agreed that within 30 days after the signing of the supplemental agreement a committee will meet to review, revise and draw up a new promotion policy.

The Promotion Policy Committee will consist of two (2) members appointed by the Director and two (2) members appointed by the union.

It is agreed that the promotion policy developed by the committee shall become effective after approval by the Hospital Director and published not later than sixty (60) days after date of completion of study.

Other provisions permitted the union to appoint one of the members of an *ad hoc* panel created to rank employees who had applied for a promotion. Such appointments, however, were subject to agency approval or selection:

(145) It is agreed that a ranking panel consisting of three (3) members shall be appointed to evaluate the experience and qualifications of employees who make application for job openings in the unit. The ranking panel shall be composed of one (1) member appointed by the union and two (2) members appointed by the employer. This committee shall be assisted by a personnel specialist qualified in the ranking process. The appointee of the union shall be from the same trade or craft family at the same or higher level as the position for which the candidates are being evaluated. Such appointments by the union shall be subject to confirmation by the employer. Should instances arise whereby the employer does not, for reasonable cause, confirm appointments made by the union, the union shall be advised by the employer, and agrees every reasonable effort will be made to make panel rating member appointments that are considered by both parties to be best qualified to perform such duties.

(146) One of the members of the Panel of Rating Examiners who will assist in evaluating the experience and training of applicants for promotion to positions within the unit will be appointed from among the employees of the unit. The union shall nominate qualified unit employees to serve as Rating Examiners. Lists of at least five names will be submitted to the employer. The employer will select one Panel Rating Examiner for each panel from these lists.

In addition, in a few cases the union also had the right to suggest ranking standards which, if rejected by the agency, required a written explanation to the employee organization of the reasons for such action:

(147) . . .Higher grades will be rated by a panel of three consisting of: one personnel representative; one member of the gaining primary organization (other than the selecting supervisor) who is at least one grade higher than the vacancy being considered, if available; and one subject matter specialist from another organization who is at least one grade higher than the vacancy being considered, if available. One of the members other than the personnel representative may be nominated by the Union subject to approval of the personnel officer. Each member will carry full voting rights and will hold panel actions in confidence. . . .

The Professional Staffing and Examining Branch, Personnel Office, will advise the union president (or subordinate officers in the order of their availability) of pending announcements and the names of selecting officials immediately upon receipt of official information that a vacancy announcement will be required. The union has the right to recommend for the selecting officials' consideration ranking criteria and weights to be assigned to each factor. The recommendation or a statement of "no input" must be submitted in writing to the selecting official within three (3) working days. Selecting officials must document their reasons in Merit Promotion Plan records whenever Union recommendations are not accepted.

To prevent giving an advantage to one employee over another by detailing him to a job which would provide the experience needed for promotion, provisions could require that details expected to last for a specified duration would also have to follow competitive rules:

(18) An employee completing a long-term detail to a higher grade position may be promoted to the principal position provided his selection for the detail was accomplished competitively. Competitive procedures normally will be followed in selecting employees for detail to higher grade duties expected to last three months or longer. In addition, in all cases where experience resulting from details would be qualifying for later promotion within the installation competitive procedures will be followed. When competitive procedures are not used in effecting details, all qualified employees in the immediate organization, as a minimum, will be given equal consideration by the responsible supervisor.

(148) Upon request of an individual employee who had been referred for a promotional vacancy, the selecting supervisor will advise the unsuccessful applicant of the reasons for his non-selection. Competitive employees will be advised by management as to area(s) in which the employee should improve in order to better the future chances for promotion.

When it is determined that a detail to a higher position is to exceed sixty days, the employee will be temporarily promoted under merit promotion procedures. (FPM 335 and 337)

Details shall not be used to give one employee an advantage over other employees when it comes to a promotion.

It is agreed that all details shall be in writing.

When the detail was for a stipulated time, over one-half the agreements with promotion procedures required temporary promotion of—or the payment of wages at the higher grade to—the employee whose permanent grade was lower (See table 18). Clauses could specify the length and appropriateness of a temporary-promotion as well as rotation of assignments on details to forestall competitive advantages:

(37) Temporary promotions are appropriate for the following types of situations.

a. to fill a position during the extended absence of the permanently assigned incumbent,

b. to fill a vacant position pending completion of the competitive selection process to fill the vacancy on a permanent basis.

The maximum period for which a temporary promotion may be made on a non-competitive basis will be one hundred twenty (120) days. Extensions beyond one hundred twenty (120) days or initial temporary promotions for a longer period will be effected through the competitive procedures of the Fort Ord Merit Placement and Promotion Program.

A temporary promotion will be made effective on the first pay period following a determination that all regulatory requirements have been met. It will continue for the duration of the temporary requirement unless terminated earlier for valid management or regulatory reasons. In no case may a temporary promotion be made retroactively effective.

Nothing in this article will preclude the use of details to positions of higher grade either pending completion of procedural requirements for temporary promotion or in the event regulatory requirements are not met by the employee involved.

Repetitive temporary assignments to higher level duties will not be given to the same employee in such a manner as to circumvent normal competitive requirements.

Some agreements provided that unsuccessful employees be told of the reasons for their nonselection:

(149) A supervisor interviewing promotion candidates must advise them orally or in writing of his final selection. Upon employee's request, selecting supervisors must advise them, in writing, of the basis for their non-selection.

Still others stipulated that the supervisor might talk with the employee about those factors which prevented his selection, but the supervisor was not required to explain his choice of a particular employee:

(150) It is agreed that when requested, the employee's supervisor shall assist those employees who are qualified but not selected in identifying any weaknesses or deficiencies, as a guide to their efforts toward self-improvement. However, supervisors are not required to justify their selection decisions to unsuccessful candidates. It is further understood that counseling service regarding opportunities for self-development is available through the Industrial Relations Officer and his staff.

As a rule, the employee could grieve if he felt that promotion procedures were not complied with, but he could not bring a complaint based upon nonselection from the list of best qualified candidates:

(151) Upon his request, an employee candidate for promotion who is not selected will be given an explanation by the selecting official of the reasons why the successful candidate was selected. An employee who believes that merit promotion procedures were not correctly followed in filling a particular position or who believes that his qualifications were not evaluated properly in determining eligibility for consideration may follow approved Department of the Army or union-management basic agreement grievance procedures. However, a grievance will not be entertained when it is based solely on nonselection from among the best qualified candidates.

(152) A nonselected employee has the right to know whether he was on the list of eligibles and whether he was on the best-qualified list. If the employee believes he was improperly excluded from the list of eligibles or the best-qualified list, he may request a review of the procedures followed in his case. If he chooses the Union to review his case, he must make his request to the Union in writing within 5 days of the posting of the announcement of the promotion. As a part of the informal review procedure, the Union President, a Vice-President, or a Union representative designated in writing by the President for a particular audit(s) will be entitled to review the procedures followed in preparing the list of eligibles and/or to review the promotion committee's action in preparing the best-qualified list. The selecting officer or his representative may participate in the audit.

If the question cannot be resolved through the informal review procedure stated above, the employee may make a formal complaint under the Department's grievance procedures or through the union negotiated grievance procedure.

The selection of one candidate over another from a best-qualified list is not subject to employee review under the procedures described above. The selecting officer will choose the best-qualified candidate, based on his judgment as to which of the candidates is best suited to successfully perform the duties of the position.

Demotions. Only about 5 percent of the agreements, covering about 7 percent of the employees in the study, referred to demotions. (See table 18.) This rarity results from their status as by-products of other occurrences which are subject to agency and civil service rules, such as layoffs,[7] reclassification of jobs, and adverse actions. The provisions which do exist usually contain safeguards against arbitrary or unjust demotion and preferential treatment for upgrading to the employee's former level.

Some contracts prohibited arbitrary demotion, or called for discussions with the employee and his representative:

(153) The employer agrees that cases of demotions which result from gradual changes in duties over a significant period of time by planned or deliberate action by Management will be made according to the principles contained in the reduction-in-force regulations. It is also agreed that arbitrary downgrading of positions to meet fiscal limitations is prohibited.

(154) An involuntary downgrading of an employee other than for personal cause shall be discussed with the union when such action is contemplated by the employer. When formally proposed, the matter will be discussed with the employee and he may be represented by the union during such discussion, if he so desires. . . .

Demoted employees received preferential treatment for vacancies before any announcements would be made if they had been demoted for reasons other than "personal cause" and were qualified to fill the vacancy:

(155) Employees who have been demoted for any reason other than for personal cause must be considered for repromotion to their former position without competition before announcing the vacancy under the Merit Promotion Program. Such employees may, if not selected, compete for promotion in the usual manner.

(156) The employer agrees to observe job protection rights of employees who are demoted and shall in no case recommend the demotion of an employee except for such cause as will promote the efficiency of the service.

Employees demoted without personal cause are entitled to special consideration for repromotion. Ordinarily, they should be repromoted when vacancies occur in positions at their former grades (or any intervening grades) for which they have demonstrated they they are well qualified, unless there are sound reasons for not doing so. Consideration of employees eligible for repromotion under these conditions must precede efforts to fill the vacancies by other means, including competitive promotion procedures.

An employee may be considered for demotion into a vacant position at his request.

Reduction-in-force. The decision to reduce the size of the work force, like many other personnel policies in the Federal Service, is the responsibility of the agency. To help determine which employees are to be laid off, the agency has guidelines contained in the Federal Personnel Manual. However, the agency's free hand has been constrained to some degree by Executive Order 11491, which provided a role for employee organizations by allowing the parties to negotiate "... agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or techological change."[8]

By late 1971, 57 percent of the agreements studied set forth the employee organization's role in reductions-in-force situations, compared to 15 percent in 1964. (See table 19.) Most of those provisions were included in contracts for defense agencies, which make force adjustments more frequently than do any other agency.

As a rule, negotiated provisions required management to notify the employee organization about upcoming layoffs. A few provided that the notice be given at the time the layoff was to start. Such action, in effect, reduced the employee organization to a passive role, unable to act effectively for its members:

(157) Management shall inform the union at the time it institutes any reduction-in-force action affecting unit employees. . . .

More frequently, the employee organization received advance notice. Some clauses left open the amount of advance notice that had to be given and often called for warnings at the earliest possible moment. It opened the possibility, however, of a less passive role for the employee organization. The time it gained could be utilized to inform its members of the coming layoff, and perhaps to minimize the effect upon employees:

(158) The employer shall inform the union of the reasons requiring actions to be taken under reduction-in-force procedures prior to issuance of individual notices to the employees. The union, in turn, agrees to promote understanding and acceptance of necessary reduction-in-force actions. The employer and the union shall work toward minimizing the adverse impact of such action.

Table 19. Reduction-in-force provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	Reduction-in-force provisions							
	Union role		Bumping		Employee may elect demotion		Reemployment	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	380	399,744	98	109,720	115	140,377	246	272,689
Agriculture	2	56	—	—	—	—	1	49
Air Force	51	83,549	10	17,578	8	50,147	39	75,228
Army	100	105,096	23	27,785	19	16,402	56	60,029
Civil Service Commission	—	—	—	—	—	—	—	—
Commerce	2	1,130	1	230	—	—	2	1,130
Defense	17	18,986	3	2,150	1	1,102	10	10,023
Federal Communications Commission	—	—	—	—	—	—	—	—
General Services Administration	15	6,330	3	454	—	—	5	1,302
Health, Education, and Welfare	7	14,996	2	264	1	198	3	304
Housing and Urban Development	2	80	—	—	—	—	1	25
Information Agency	—	—	—	—	—	—	—	—
Interior	6	982	1	32	—	—	3	1,675
Justice	3	9,526	—	—	2	5,168	2	5,168
Labor	1	4,257	—	—	—	—	—	—
National Aeronautics and Space Administration	5	7,138	1	187	3	2,995	6	7,325
Navy	116	108,681	38	50,127	56	50,769	88	89,717
National Labor Relations Board	—	—	—	—	—	—	—	—
Office of Economic Opportunity	—	—	—	—	—	—	—	—
Railroad Retirement Board	1	1,405	—	—	—	—	—	—
Selective Service System	—	—	—	—	—	—	—	—
Small Business Administration	1	569	—	—	—	—	—	—
Smithsonian and Gallery of Art	—	—	2	186	—	—	—	—
Soldiers' Home	—	—	—	—	—	—	—	—
Transportation	5	251	3	184	4	1,034	5	1,095
Treasury	12	12,196	2	3,625	1	85	3	3,710
Veterans Administration	34	24,516	9	6,918	20	12,477	22	15,909

NOTE: Nonadditive.

(159) The employer agrees to notify the union of any reductions in force as far in advance of notifications to the affected employees as is possible. The information to be furnished the union will be the competitive levels initially affected, the number of employees involved, the proposed affective date and the reasons for the action.

(160) The employer agrees to notify the union of the necessity for a reduction-in-force (RIF) as far in advance as practicable and of the reasons therefore whenever involving more than one (1) competitive level and/or effecting probably separation or displacement of lower standing employees. The employer further agrees to make a reasonable effort to avoid or minimize a reduction-in-force by adjusting the work force through methods provided by regulations.

(161) The employer agrees to notify the union of proposed reduction-in-force as far in advance as practicable giving the number of employees and competitive levels to be affected, the date action is to be taken, and the reasons for the reduction-in-force.

The union agrees to render assistance in communicating to employees the reasons for any reductions-in-force.

In a few cases, the clauses stipulated how far in advance the notice had to be given. They could also require agency and union to meet in order to discuss what could be done for affected employees. In the following clause, note also that the notice provision applied only when layoffs affected a given number of employees:

(57) The employer agrees to notify the union 60 days prior to the effective date of any reduction in force affecting five (5) or more employees. Within ten (10) days of said notice, the parties will meet to discuss mutual efforts to minimize the impact upon unit employees.

In rare instances, the agency agreed to negotiate special provisions for the benefit of laid-off employees:

(162) The employer shall consult with the union before it institutes any reduction-in-force action affecting unit

employees. Negotiations on a supplemental agreement covering policies governing the reinstatement or rehiring of former employees will be initiated promptly upon the request of the union whenever reductions-in-force become necessary.

Other clauses stipulated that the agency might move affected employees to existing vacancies so as to reduce the number ultimately laid off:

(163) . . . The employer agrees to notify the union of the necessity for a reduction-in-force of employees in the unit and the reason therefore as soon as the necessity for such reduction-in-force is determined. The employer also agrees to inform the union of the number of affected employees in the competitive levels involved.

During periods of reduction-in-force, the union agrees to cooperate with the employer in communicating to the employees the basis and reasons for the reduction.

In the event of a reduction-in-force existing vacancies will be utilized to the maximum extent feasible to place employees in continuing positions who otherwise would be separated from the service. . . .

Approximately 15 percent of the studied agreements permitted displaced employees to bump into other jobs if they had more seniority than the imcumbents, compared to 4 percent in the 1964 study. These clauses often just referred to or followed existing Federal rules. Others spelled out displacement rights in somewhat more detail:

(164) . . . The bumping and retreat rights of employees affected by reduction-in-force shall be governed by applicable statutes, Civil Service Commission regulations and Air Force regulations. . . .

(165) If an employee who has been reached for RIF cannot be placed at his current grade level in another position that is vacant or held by another employee in a lower subgroup, he is them considered for other positions in his competitive area that are held by employees in his subgroup who have lower retention standing but whom he can "bump" under one of the following provisions:

(1) An employee who was restored to duty after military service and who has statutory retention rights is entitled to "bump" employees in the same subgroup. These rights and the period during which they apply depend on the law under which the restoration was effected, as provided in the Federal Personnel Manual.

(2) An employee is entitled to "bump" an employee in the same subgroup in a position to which he has retreat rights.

To assure fairness in laying off employees, agreements permit employees and sometimes the union to review records and lists establishing the order of layoff and bumping:

(166) When an employee in the unit receives a notice of "Reduction in Force," if he so desires, he may review the following records:

a. The retention register on which he is personally listed.

b. The registers listing employees who may be entitled to displace him.

c. The registers listing employees whom he may be entitled to displace.

An employee in the unit desiring to review such records may, if he so requests, be accompanied by his council steward.

Employees convinced that they were reached incorrectly usually have appeal rights to rectify errors.

Seventeen percent of the agreements studied permitted employees faced with layoff to choose demotion. (See table 19.) Almost one-half of the provisions were concentrated in Navy agreements. Typically, the provisions permitted the demotion only when the employee was qualified to fill the job. Subsequent repromotion, likewise, also was limited to jobs for which the employee was qualified:

(167) In situations where an employee elects to take a demotion in lieu of a reduction-in-force action, the employee must be qualified to perform the lesser rated position. An employee demoted in lieu of reduction-in-force action will automatically be considered for repromotion to grades or positions for which he has demonstrated that he is well qualified when a vacancy occurs in a position to which he is entitled to special consideration.

(168) In the case of a demotion taken voluntarily in lieu of a reduction-in-force action, the employer agrees to automatically consider such employee for his former grade and position title when a vacancy exists, provided the position is not obligated to an employee of higher retention standing.

Once laid off, an employee retains reemployment rights in his agency, provided the unemployment does not extend beyond a given period. In addition, he may not retain the right to recall if he has accepted permanent employment elsewhere or if he has refused a temporary job at his grade level. Thirty-seven percent of the agreements set forth these stipulations:

(28) Any career or career-conditional employee who is separated as a result of reduction-in-force will be placed on the Reemployment Priority List, provided he has not refused assignment to a full time position

equivalent to or above the grade of his current position, or declined an offer to accompany his function when it is transferred to a different geographical locality. Such employee will be given preference for permanent or temporary reemployment unless his name is deleted from the list when he so requests in writing; accepts non-temporary full time Federal employment; declines non-temporary reemployment at a grade level equivalent to that from which separated or has been listed for two years if a Group I employee, or one year if a Group II employee, from the date of separation by reduction-in-force.

Job descriptions and ratings. A job or position description is a formal statement of duties and responsibilities contained in a job or group of similar jobs. It is used for classification and pay purposes and describes to prospective and current employees what is expected on the job. This potentially sensitive labor relations subject involves the employee's pay and rating at his job. Consequently, a number of aspects of job classification and descriptions have been negotiated and reduced to contract language. In total, 149 agreements covering 158,145 employees dealt with job descriptions, particularly with the employee organization's role.

Should the agency change job descriptions, with the result that an employee or group of employees would be detrimentally affected, contracts required management to inform the employee organization and the employee. Proposed management modifications in the description also could require discussion with both the employee and his representative:

(169) . . . The employer agrees to notify the union, after officially informing the employee, when a classification act position in the unit is to be changed to a lower grade level. . . .

(170) The wage and classification program will be conducted within the guidelines and instructions issued and authority delegated by the Civil Service Commission and Department of Interior. In any case where action is proposed to modify any job/position description in the unit to the extent that either the rating, title, pay level, or qualification requirements within a shop affects a group of employees, it is agreed that the immediate supervisor or appropriate Management official will discuss the proposed change with the employees concerned and their union representative(s) prior to the effective date of the change.

On the other hand, an employee seeking a promotion could claim that his job description no longer reflects his duties. At times, the employee organization could be present during the ensuing discussion to resolve such disputes:

(171) The employer and the Lodge agree that any employee in the unit who feels that his job is improperly classified shall have the right to request a review of his position by submitting an appeal in accordance with current Civil Service Commission and agency regulations. . . .

(165) Any employee in the unit of recognition who feels his position description is improperly written or classified may consult his supervisor for clarification. Should the supervisor be unable to resolve the employee's questions, the supervisor will arrange for a discussion between himself, the position classification specialist, the employee, and the employee's representative, if the employee desires to be represented. Should this fail to resolve the employee's question, the employee may file an appeal or grievance, following governing regulations. The employer will correct any classifications or descriptions his representatives find to be inaccurate during the above proceedings. Further, the employee will be furnished an official copy of his position description within 30 days following completion of the official action.

The employee representative also could initiate action to modify position descriptions on behalf of employees who would be affected by the action:

(172) The Council may initiate a request for review on matters of classification, pay levels, ratings, job descriptions or job requirements.

(173) The union may at any time initiate recommendations for a change in job standards, classification and job descriptions for any particular category of positions.

As a result of the action by employee or union, or both, procedures invariably are initiated for the review of the position description. Most provisions stipulated that, in this process, there would be meetings involving agency management, the employee, and his representative. In rare instances, time limits would be placed on the review, and management would have to give reasons if deadlines are not met:

(174) Union will encourage employees to periodically review their job description for the position they now occupy and to report significant changes in responsibilities and duties actually performed, in comparison to those listed therein, to their first level supervisor.

Upon receipt of information outlined in Section a, above, first level supervisors must promptly initiate appropriate action to have the job description and job classification reviewed by a qualified technician, except when any of the following conditions exist: (a) supervisor determines that the tasks are not assigned to the position or that the change is not

significant; (b) a scheduled survey is to be initiated within 30 days; and (c) a scheduled survey has been completed within the past 90 days.

Said review will be completed within 45 days of the receipt of information by the classification technician. In the event a decision and evaluation cannot reasonably be accomplished within 45 days after submission to the qualified technician, the Civilian Personnel Officer will notify the employee concerned, in writing, of the basis for the delay. . . .

Meetings which ensue from the initiation of review usually involve the employee organization, which represents the employee. The kinds of information available to the representative and the obligations upon the agency to inform the union or association were at times set forth in agreements:

(175) The union, upon request of the employee, may at any time submit facts, materials, and/or evidence supporting a recommendation to the supervisor for reclassification of a job. The employer agrees to meet with the employee representative and to discuss all the pertinent facts and information relating to same. The employer shall advise the employee representative of its decision on those recommendations over which the employer has jurisdiction as soon as practicable.

All employees in the unit shall be afforded the opportunity to consult with the employer for the purpose of reviewing their job descriptions or grades for any alleged inequities. Such employees are entitled to union representation or assistance in discussing the above with the employer and in reviewing classification standards that pertain to their position or grade.

(176) The employer agrees that a member of the union conference committee or a union officer may review the position description of any employee within the unit in consultation with an appropriate management official in the Industrial Relations Office when the description is pertinent to a specific complaint. Specific additional information used in determining the classification of the position will also be made available at the request of the union. If the position description is found to be inaccurate, steps will be taken to correct the inaccuracy.

Should the employee remain dissatisfied with the agency's decision, he has recourse to the contract's grievance and arbitration procedure:

(177) A grievance is defined as a personal concern or dissatisfaction of an employee with specific aspects of his employment, such as working conditions and environment; accuracy of position descriptions, relationships with supervisors, management officials, and other employees; suspensions of 30 days or less; and official reprimands . . .

(178) Any down-grading, reclassification of job level, change in job description or job requirement, shall be discussed by the employer with the representatives of the NAGE prior to the effective date of such change. If no agreement can be reached on the matter through such discussion, the employer can still proceed to effectuate such change subject however, to the NAGE's rights to challenge such change through the grievance procedure and arbitration as herein provided.

(179) Any employee, upon request to his immediate supervisor, will be furnished a copy of his position description and may discuss with his immediate supervisor any changes to his position description. The employee may be accompanied by the union steward in his area. If agreement is not reached concerning the contents of the position description the matter may be referred to the grievance and arbitration procedures.

Disciplinary action. Federal rules and regulations permit agencies to take disciplinary (adverse) action against employees who violate laws or administrative rules or whose work falls below generally accepted standards. These actions can be reprimands, demotions, suspensions, and dismissals. In most instances, affected employees may appeal the agency's action to higher management levels and eventually to the Civil Service Commission. Executive Orders 10988 and 11491[9] have underscored the employee's right to appeal adverse actions. Approximately one-fourth of the agreements studied set forth an employee organization role in disciplinary procedures, compared to one-fifth in 1964; one-eighth permitted the disciplined employee to use the negotiated grievance procedure to appeal his case. (See table 20.) In addition, clauses spelled out disciplinary procedures in varying detail, generally repeating existing agency or Civil Service Commission rules.

When faced with disciplinary action, management usually conducts an informal investigation. Agreement provisions sometimes interjected a cautionary note, stipulating that discipline was for correction or morale; should be fair and impartial; and should be for just cause. These provisions warned management against arbitrary action toward subordinates. In this connection, lesser disciplinary measures, such as letters of caution and reprimand, often were removed after a given period of time, usually 6 months, from the employee's personnel folder:

(180) Letters of warning shall be used solely for the purpose of cautioning employees for minor infractions

Table 20. Disciplinary provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Disciplinary provisions			
			Union notification		Use of grievance procedure specified	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	167	169,455	84	117,649
Agriculture	7	6,208	1	49	—	—
Air Force	75	96,976	11	17,237	4	16,078
Army	144	125,111	27	25,414	9	15,728
Civil Service Commission	1	100	—	—	—	—
Commerce	7	2,632	2	1,130	—	—
Defense	23	21,891	7	7,491	1	1,840
Federal Communications Commission	1	6	—	—	—	—
General Services Administration	34	9,313	6	5,230	3	1,913
Health, Education, and Welfare	28	17,375	8	14,987	5	13,710
Housing and Urban Development	2	80	1	55	—	—
Information Agency	2	2,215	2	2,215	—	—
Interior	24	4,249	7	466	—	—
Justice	5	9,623	3	8,405	—	—
Labor	2	9,411	—	—	—	—
National Aeronautics and Space Administration	6	7,325	3	2,995	2	1,395
Navy	140	124,856	70	73,780	52	61,929
National Labor Relations Board	2	654	—	—	—	—
Office of Economic Opportunity	1	803	—	—	—	—
Railroad Retirement Board	1	1,405	—	—	—	—
Selective Service System	1	285	—	—	—	—
Small Business Administration	2	589	—	—	—	—
Smithsonian and Gallery of Art	2	186	—	—	—	—
Soldiers' Home	1	186	—	—	—	—
Transportation	17	2,248	3	194	3	1,101
Treasury	32	21,935	2	561	2	1,945
Veterans Administration	111	67,083	14	9,246	3	2,010

NOTE: Nonadditive

of rules, misconduct, attendance, performance, etc. A copy of this letter will be filed as a temporary document in the office personnel folder and will be removed at the expiration of the time limit prescribed therein if the employee's offense has been corrected and will not be used as a basis for further disciplinary action....

Disciplinary clauses then provided for involvement of the employee organization. For example, the agreement might require the agency to inform the employee of his right to be represented. In some instances, the employee had the option to be represented by the union, and if the union did not represent him, to allow the union to be present at formal hearings:

(181) After preliminary questioning by the appropriate supervisor or management official if disciplinary action appears warranted, the employer agrees that the employee will not be questioned further regarding the matter until he has been informed of his right to be represented by a union representative. If such representation is desired by the employee, further questioning of the employee will be done in the presence of the union representative.

It is agreed that if desired by the employee, one union representative may be present throughout the disciplinary appeal hearing, if such hearing is held, provided the union is not representing the employee....

Notice to the employee organization of proposed disciplinary action could come from the employee or from agency management. Under given circumstances, the employee still had the option of notifying the union:

(182) When disciplinary action is proposed or taken against an employee of the unit, the Unit Chief will supply the employee with two (2) copies of all written notices so that the employee, at his option, may give one (1) copy of the notice to a Union representative.

(183) It is agreed that employees are subject to disciplinary action for just and sufficient cause as prescribed by law.

Any employee against whom formal adverse or disciplinary action is contemplated shall first be notified in writing of the reason for the contemplated action and the action to be taken. A copy of such

notification will be given to the representative of the union within one working day of such action unless the employee has been charged with moral turpitude, in which event sufficient copies will be furnished the employee so that he may, or may not, provide the union with a copy in accordance with his own personal desires.

An employee who is to be formally disciplined or discharged, if he so requests, shall be represented by any official representative of the union in all procedures pursuant to such action.

The employee organization could be present as an observer both during informal discussions and at the formal hearings:

(184) Prior to initiating disciplinary action against an employee, the immediate supervisor or other cognizant official will make a preliminary investigation or inquiry to assure himself of the facts in the case. Where the findings of the investigation indicate that the employee may be corrected by informal means such as oral admonition, on the job training or oral warning; such action will be taken by the immediate supervisor. If the findings of the investigation indicate that formal discipline is warranted, prior to the issuance of a formal proposal of discipline, a discussion will be held with the employee if he is in a duty status. If the employee so desires, a union representative or representative of his choice may be present during this discussion. The employee will receive notification within fifteen (15) workdays after the investigation discussion.

It is further agreed that the union shall be notified when a formal hearing is scheduled in connection with a disciplinary or adverse action. Upon receipt of this notice, the union may designate a representative to act as an observer.

The employer will give the union a monthly statistical report of all disciplinary actions involving employees of the unit.

In some instances, the union's presence was automatic:

(185) ...When disciplinary action is contemplated, no employee shall be subjected to questioning or inquiry by other than the immediate supervisor without first being informed that he has a right to representation by the union. In a case of violation of rules when disciplinary action may be proposed, the union shall automatically have the right to be present throughout the disciplinary procedures.

In other situations, when the employee chose not to have union representation, the employee representative nevertheless could be present, subject to removal over questions of privacy:

(186) The local recognizes the right of management to interrogate and to obtain written or sworn statements from an employee on matters which may lead to disciplinary action against an employee. The employer agrees that prior to interrogating or requesting a written statement from an employee who has submitted a grievance or appeal, he will be advised of his right to pursue the grievance or appeal without representation or to select a representative of his choice.

If an employee selects the local to represent him in a grievance or appeal resulting from a disciplinary action, copies of all related correspondence addressed to the employee will also be furnished to his representative.

When the employee does not elect to have the local represent him, the local will be permitted to have an observer present at an appeal hearing conducted under Air Force appeal procedures. However, the examiner may exclude the observer from the hearing if the employee objects to the attendance of the observer on grounds of privacy, and the examiner determines that the objection is valid.

At formal hearings, the union could be present as an active or passive representative. In either case, the employee representative could present his organization's position on the case and receive a transcript of the hearing at its conclusion.

(187) Disciplinary action will be taken solely for the purpose of correcting offending employees and maintaining discipline and morale among other employees. The employer agrees to advise the employee in writing of his right to union representation prior to taking any disciplinary action other than an oral admonishment against an employee. If it is determined that oral admonishment can resolve the problem, then no further action will be taken. In such cases it is agreed that no formal action of a disciplinary nature shall be taken unless and until the employee has been verbally admonished and has received a letter of caution or requirement for a subsequent offense. Such letter of caution shall be signed as a record of receipt by the employee, held for six months, and then removed. Should the employee refuse to sign the letter, the supervisor will so state on the face of the letter accompanied by the signature of a witness.

The employer agrees to furnish the union a copy of any covering proposal of disciplinary or adverse actions as requested by the affected employee. Such written notification will be furnished the union as soon as possible after requested by the employee.

It is further understood and agreed that the union designee will serve as representative of the employee at any formal hearing, if requested by the employee. This shall not be construed to in any way negate the

requirement that a union representative be present at all discussions on the proposed action requested by management with employees or vice versa if requested by the employee.

The employer agrees that the union may have present a representative or an observer at all formal hearings held in connection with the action. Further, said observer shall be afforded the opportunity to present into the record the union views on the action, and further, a transcript of the hearing shall be furnished to the union upon request of the employees.

Only one-eighth of the provisions specifically permitted recourse to the negotiated grievance procedure; over thre-fifths of these were in Navy agreements. A few statements were relatively brief:

(188) Any disciplinary action must be for just cause, and the employee may exercise his right under the grievance and arbitration procedures of this agreement. Adverse actions are subject to appeal under CPR E2 and CPR R3 and also Commission regulation.

(189) Any formal notice of an adverse action to be taken against an employee shall notify him of his right to the recourse of the grievance procedure, herein contained.

Most, however, were more detailed. They offered the employee a choice between the negotiated and agency procedures but stipulated that recourse to one eliminated the availability of the other:

(190) If an employee in the unit elects to appeal a formal disciplinary action taken against him, he must file his appeal within fifteen (15) calendar days of the effective date of the action. The employee may choose to process his appeal either through the negotiated grievance procedure or through the administrative grievance appeals procedure, but may not utilize both. If the employee chooses the negotiated grievance procedure, his appeal will be processed under the provisions of Article XXV. If the employee chooses the administrative grievance appeals procedure and his appeal is not granted, he may request a hearing before an impartial Navy Hearing Officer appointed by the Regional Office of Civilian Manpower.

The agreement might even offer the option of advisory arbitration when discipline is more than a letter of caution or reprimand:

(191) . . . In addition, employees in the unit who have appeal rights through the Navy procedure in adverse action cases, i.e., removals, suspensions of more than 30 calendar days, or reduction in rank or compensation, may, with the consent of the union, substitute arbitration for a Navy hearing in processing an adverse action appeal. When this occurs, the request for arbitration shall be initiated within 15 calendar days of the effective date of the action for processing under Article XXVI. Advisory arbitration in the case of an adverse action appeal serves as an alternate to the administrative hearing, and must be held prior to the Shipyard Commander's decision. After the advisory opinion of the arbitrator is submitted, and if the employer's final decision is adverse to the employee, he must be notified of his rights to further appeal.

In one agreement, concurrence in advisory arbitration was solicited from the employee organization:

(192) . . . Upon receipt of an employee's appeal requesting advisory arbitration, the employer shall promptly notify the union. The union shall verbally inform the employer, within three (3) calendar days, of concurrence or non-concurrence with the employee's request to be followed by written substantiation of such notification within five (5) work days. This period of time may be extended by mutual agreement. If the union does not concur in referral to advisory arbitration, the employer will notify the employee, and if the employee desires, will proceed to arrange for an administrative hearing under Navy procedures.

In the following provision, the severity of the discipline meted out by management dictated the level of the grievance procedure at which the appeal could be initiated:

(193) Disciplinary actions may be grieved. Employees grieving a disciplinary action (which includes adverse actions, suspensions of 30 days or less and letters of reprimand) will acknowledge in writing that they have elected to use the negotiated grievance procedure instead of the appeal procedures of the Navy Department and/or the appeal procedures of the Civil Service Commission except in adverse action cases where the employees have further appeal rights to the Office of the Secretary of the Navy and the Civil Service Commission. Within 15 days of receipt of a letter of reprimand, it may be grieved at the second step of the negotiated grievance procedure (Section 3 of Article XXV). Suspensions of 30 days or less may be grieved at the 3rd step of the negotiated grievance procedure (Section 4 of Article XXV) and demotions, removals and suspensions of more than 30 days may be grieved at the 4th step of the negotiated grievance procedure (Section 5 of Article XXV) within 15 days of the effective date of the action.

Agreement provisions also could set forth the type of conduct which did not warrant discipline. For example, allegations of indebtedness were not reasons for disciplinary action, unless a legal judgment had been rendered:

(194) The union recognizes the responsibility and obligation of employees to conform to Treasury Depart-

ment regulations requiring them to maintain good credit and promptly settle their just debts, particularly indebtedness to Federal, State or Local Governments for taxes. The employer agrees that disciplinary action will not be taken against an employee for indebtedness allegedly due a private individual or firm, unless the employee acknowledges the debt, or there is an appropriate civil court judgment rendered against the affected employee.

(195) Employees are expected to pay all just debts and maintain a reputation in the community for honoring their just obligations. An employee shall not have disciplinary action taken by the employer against him for failure to pay alleged debts. A debt in the private sector is no longer alleged when

1. he admits his indebtedness or
2. there is an appropriate civil court judgment rendered against him.

Training provisions. Training programs benefit the agency and the employee. For the agency, training assures a ready supply of qualified workers to meet its needs without its having to resort to unexpected outside recruiting. For the employees, it provides opportunity for career development, opening chances for promotion. It also provides added job security for an employee displaced because of changes in agency operations or because of the introduction of technological changes. Although governed by an Executive Order[10] and administrative rules, training became a focus for employee organization activity; consequently, a variety of its aspects became subjects for collective bargaining. In recent years, the number of references to training in Federal agreements have grown, but they have remained concentrated among Wage Board employees, in Defense-related agencies (primarily Navy), and in the Veterans Administration.

One-eighth of the agreements referred to joint training committees, most frequently dealing with journeymen training rather than apprenticeship programs. (See table 21.) If apprenticeship committees existed, management and labor usually were represented equally. Although committees played some role in reviewing or establishing goals, apprenticeship primarily was governed by standards of the agency or of the U.S. Department of Labor's Bureau of Apprenticeship and Training:

(196) It is agreed that both the employer and the Council will establish apprentice committees of not less than three nor more than five members each to maintain a cooperative interest in the apprentice training program. The committees will meet jointly at appropriate times to consider suggestions or recommendations for the improvement of apprentice training. It is further agreed that the employer will maintain an apprentice program consistent with the considerations and instructions of NCPI 410.10. Apprenticeship programs shall meet the standards prescribed by the appropriate naval authorities.

(197) An appropriate system of apprenticeship may be established and maintained for employees covered by this general agreement. The minimum standards for apprenticeship shall conform to the standards of and shall be approved by the Bureau of Apprenticeship, U.S. Department of Labor, prior to adoption. A Joint Council on Apprenticeship consisting of three representatives appointed by the operations manager and three representatives to be designated by the Council shall be maintained and shall establish appropriate objectives and procedures for its operation. Matters concerning apprentices, other than rates of pay will be governed by the applicable apprenticeship standards as approved by the Bureau of Apprenticeship.

At times, subcommittees were established to review specific programs and to recommend changes:

(198) The employer agrees to establish a training committee to review and make recommendations concerning improvements to the Apprentice Training Program and other training programs affecting employees of the unit. Such recommendations to be made to the Commanding Officer. The committee shall be constituted as follows:

One (1) member of the facility appointed by the employer

One (1) member of the unit appointed by the union

One (1) member who shall be the Apprentice Program Administrator for the facility

It is understood that this committee shall meet at the request of either of the members to consider programs that specifically affect members of the unit.

The union reserves the right to consultation prior to effecting any recommendations. Such consultation shall be upon the request of the union.

The Trade Training Panels shall have the responsibility to make a continuing review of the Apprentice

Table 21. Training provisions in Federal collective bargaining agreements, late 1971

Training provisions	All agreements	
	Agreements	Workers
Total	671	532,745
Joint training committees	87	124,200
Apprenticeship training	22	40,295
Journeymen training	61	79,145
Apprenticeship and journeymen training	4	4,760
Training and retraining provisions	380	410,041
Training on official time	103	136,651

NOTE: Nonadditive.

Program for their specific trade area, and to make recommendations to the Naval Air Rework Facility Apprentice Training Committee concerning changes, corrections, or improvements to the programs. . . .

Committees dealing with journeymen training did not, as a rule, have equal representation. In some cases, the union representative served as an observer; in others his views were purely advisory:

(147) The union shall have the right to an observer at meetings of the Employee Training and Development Committee.

(199) It is agreed that the union president shall have full participating membership on the Personnel Training Committee. In recognition of the mutual advantages to both parties, the employer will give significant consideration to any recommendation of the union representative.

(200) The union will nominate one regular member and an alternate to serve on the Hospital Training and Development Committee... When career training programs applicable to employees in the unit are to be considered, the union may submit comment and recommendations which will be given consideration by the Committee. . . .

(90) In recognition of mutual advantages to both parties, the employer agrees to union participation on the NWS Training Committee for the purposes of making recommendations, discussing programs, and evaluating training progress.

More than one-half of the agreements provided for the training and retraining of personnel for new positions and skills. (See table 21.) Such clauses often stipulated training which combined the needs of the agency with career development:

(11) VA Policy toward career development is contained in the following brief extract from MP-5:

> "Throughout the VA there is a program to foster the identification and fulfillment of employee training needs at all levels, consistent with the interests of the VA. The concept here is a simple one: every employee should receive throughout his career the training which he needs to maintain and increase his efficiency in his current job and which is to the interest of the VA to give him."

Management will promote such training and development to the extent permitted by law, regulation, budget and staffing conditions.

(201) The employer and the union agree that training and development of employees within the unit is a matter of primary importance to both parties. The employer shall provide the maximum feasible opportunity to employees to enhance their skills (through on-the-job training, work study programs, and other training measures) so they may perform at their highest potential and advance in accordance with their abilities. . . .

Clauses also stipulated that employees were to be given preference for training before new employees were recruited. Furthermore, if training would lead to upgrading, merit procedures would have to be used to select employees:

(202) In recognition of the mutual advantages to the employer and to the employee, the employer agrees to make a reasonable effort to utilize existing employees when training is determined to be necessary for new type skills. If the training will lead to promotion, opportunities, selection for such training shall be in accordance with the merit promotion program.

One agreement set forth a list of factors as guidelines in choosing employees for training:

(203) When training, through higher government or non-government facilities, is to be given to some, but not all, employees in a given occupational group or level, factors such as the following may be considered in selecting from among those who might be trained: (1) The relative degree of employees' need for training; (2) the relative potential of employees for advancement; (3) the relative extent to which employees' knowledge, skill, attitudes, or performance are likely to be improved by training; (4) the relative ability of employees to pass the training on to others upon return to the job; (5) the relative length of time, and degree to which the Department expects to benefit from the employee's improved knowledge, skill, attitudes, and performance; and (6) the employees' own interest in and efforts to improve their work.

Under several agreements, employees to be displaced were singled out for special training so they might be retained:

(54) When advance knowledge of pending, changes in function, organization, and mission is available, it shall be the policy of the Agency to plan for retraining of employees affected within their qualifications and the existing or anticipated vacancies in the Agency. Maximum use will be made of the authority to waive qualifications requirements and to enter into training agreements with the CSC in order to reassign employees to available vacancies where their service can be utilized.

(83) When changes in function, organization, and mission adversely affect the work force, it shall be the

responsibility of the employer at the earliest possible time to plan for the maximum retraining of employees so affected.

Training programs could also be instituted because of displacement resulting from technological changes, subject, however, to cost considerations and employee qualifications:

(153) Employer will provide all employees with training and development opportunities which will enable the employees to do their work effectively, attain their career objectives, and accomplish their mission. Such opportunities will be based on the needs of the activity, not on the interest of employees. In the event of displacement by virtue of automation, special emphasis will be given to training which would tend to qualify employees for other positions.

(94) It is agreed that the employer will reassign and retrain in advance employees whose positions are to be eliminated due to automation or adoption of labor-saving devices provided that cost of such training is not excessive and the employee has the necessary aptitude as determined by the employer consistent with applicable regulations.

About 15 percent of the agreements specified that time spent on training would be paid for by the employer. (See table 21.)

As a rule, the agency paid for training at the worksite but not for study offsite or after hours:

(204) Job training required on the installation by the employer, as distinguished from training for which the employee voluntarily applies or to which the employee has agreed as a condition of his employment, shall be accomplished on the employer's time. Home study, which may be required in conjunction with the training, on or off the installation, shall be accomplished on the employee's own time....

(205) Training which is authorized and approved by the employer under the terms of this agreement shall be conducted during the duty hours of the employees concerned where practicable. This does not apply to reading assignments given as a part of training nor does this clause or any aspect of this agreement or any supplemental agreement preclude an employee from participating in training on his own time if he so chooses.

In one contract, the agency agreed to provide training for a given number of hours each month, divided evenly between training on and off the clock. The agency was relieved of the requirement by which less than one-half of the eligible employees participate in the off-duty training:

(206) ...To accomplish and maintain the above, the employer will make available to the aircraft examiner no less than two hours of classroom training per month; such training normally to be on a monthly basis with approximately half during working hours and the balance in a nonpay status....

...The obligation of the employer to provide no less than two hours of classroom training per month will continue for the life of this agreement provided that at least 50 percent of eligible "on board" employees participate in the nonpay status as well as the pay status portion of the training. In the event that attendance falls below 50 percent for two consecutive months, the employer's obligation is dismissed.

Wage surveys

Beginning in 1967, blue-collar wage-setting procedures in effect in a number of Federal agencies were merged into a Coordinated Federal Wage System (CFWS). The system replaced what has been termed a "hodgepodge of procedures," which had permitted differing rates to be paid to skilled craftsmen for essentially the same work within a given area.[11]

Under the CFWS, pay rates within a specific geographic locality are determined by area wage surveys. The lead agency having the largest number of wageboard employees in the area makes the survey, analyzes the results, and develops the wage schedules which then apply to all other Federal agencies that employ blue-collar workers in the area. This procedure is accomplished through wage survey committees which match jobs and compare rates at selected companies in private industry in the region.

As set forth in the Federal Personnel Manual, the CFWS provides for active union participation in the new wage setting process at national and local levels. Employee organizations appoint members to agency wage committees which provide advice on the establishment of wage schedules and survey coverage, and to local wage survey committees which collect and review data to establish the wage scale in the area.

Before the CFWS was created, aspects of the union's role in surveys had found their way into Federal agreements, and this policy has continued after the inception of CFWS. Some clauses may refer specifically to CFWS, and others may be carry-over provisions, negotiated earlier than 1967 and not yet modified to account for the new system.

Slightly more than one-tenth of the Wage Board agreements, mostly involving Navy and Army units, specifically permitted the employee organization to request wage surveys. (See table 22.) Under the CFWS, such interim surveys could be requested and made,

Table 22. Wage survey provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	Wage survey provisions					
	Union right to request survey		Union participation		Instruction to data collectors	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total, agencies with wage survey provisions	60	70,516	187	192,568	15	14,244
Air Force	7	6,791	22	17,076	3	1,329
Army	17	16,315	48	52,165	2	8,088
Commerce	–	–	–	–	1	204
Defense	2	1,962	5	7,307	2	1,625
General Services Administration	1	48	2	808	–	–
Health, Education, and Welfare	1	198	3	304	1	40
Information Agency	1	122	2	2,215	1	122
Interior	–	–	3	121	2	103
National Aeronautics and Space Administration	–	–	3	4,609	–	–
Navy	27	44,106	57	80,287	–	–
Transportation	–	–	2	293	–	–
Treasury	–	–	1	345	–	–
Veterans Administration	4	974	39	27,038	3	2,733

NOTE: Nonadditive.

although, as a rule, the full scale survey and the wage change survey (an up-dating of the full-scale study which takes place in alternate years), would suffice. In granting the right to request surveys, agreements usually limited the conditions under which the request would be accepted and a survey initiated. Typically, there would have to have been major wage movements in the survey region that put existing Federal-private industry wage relationships out of joint. In addition, the employee organization would have to substantiate its request:

(207) The union shall have the right to request a new wage survey at any time there has been a significant increase in wages granted to employees in the private industries in the wage survey area. This request must be in writing, setting forth the basis for the request for a new survey. The employer will promptly forward such requests to the appropriate authorities with endorsement.

(208) It is agreed that the union shall have the right to request that area, full scale and wage change surveys be conducted when significant industry wage raises have taken place in the area to give rise to such a request. Any request and substantiating data submitted to the employer shall be promptly forwarded to the proper agency level for disposition of the request. An appropriate endorsement by the employer shall accompany such a request and the union shall be supplied with a copy of the employer's endorsement to the original request.

(209) It is agreed that the union shall have the right to request that area full scale wage surveys be conducted when significant industry wage raises have taken place in the area and that such request and substantiating data shall be forwarded within 30 days to DSAH. The union will be furnished a copy of the endorsement....

Almost 28 percent of the agreements studied established a role for the employee organization in the wage survey, a role already guaranteed in the CFWS and now repeated in the collective bargaining agreement. Commonly, the union would be notified of a pending survey and would have access to information on how the survey was to be conducted. It could recommend firms to be studied and advise on the specific jobs to be reviewed and matched with those in the Federal service. However, final decision remained with the lead agency conducting the survey. It could appoint members to the wage survey committee and recommend data collectors. The employee organization also would have the opportunity to comment on survey results:

(210) The employer shall notify the union as soon as possible when information is received that the Department of the Air Force has directed the start of an official wage survey for SMAMA, McClellan Air Force Base.

The employer agrees the union may have representation at the initial and concluding meetings held in connection with full scale wage surveys. At the initial meeting the union will be provided data pertinent to the survey such as: background information and methods used to collect wage data, completion of data forms, firms to be contacted, key-job lists and method of setting rates. Upon

completion of the survey, the union will be advised of the general results of the survey. In both instances the union will be afforded the opportunity to make such comments and recommendations, including recommended changes to list of firms to be contacted and key-job lists, as they deem appropriate. The employer also agrees to give consideration to the appointment of any employees recommended by the union to participate in the wage survey as representatives of management, without regard to affiliation or non-affiliation with any employee group provided such employees possess the personal qualification and work experience necessary for the assignment.

(211) . . . It is agreed that the union will be notified, by the employer, of locality wage survey schedules as developed by the Civil Service Commission and the lead agencies. It is also agreed that the employer will inform the union of the purpose of the survey, methods of operation and starting dates of any survey in which employer will participate that may affect employees covered by the agreement.

When Barksdale AFB is selected as host for locality wage surveys, the union shall recommend to the employer three members of the union from which selection may be made to fill the one labor position on the three man local wage survey committee.

It is agreed that the local wage survey committee has no authority to depart from or set aside policies and procedures established by the Civil Service Commission and the lead agency.

The union may present requests, recommendations, and information to the local wage survey committee for consideration on any matter pertaining to locality wage survey.

One-half of the data collectors needed for the local wage survey will be selected from among local Federal employees recommended by the qualifying labor organization. The union will submit a list of three names for each data collector needed for the survey. Selection will be made by the employer. The criteria for selection of employees for data collectors, whether representing the union or the employer, will be their overall ability to perform the duties which will be assigned to them. This will take into consideration their personal qualifications as well as work experience.

(212) The Hospital agrees to notify the Lodge of a pending wage survey promptly upon receipt of notice that such survey is to be made.

At the time of a wage survey, the union will nominate one or more of its members to serve as data collectors. Equal representation by Wage Board employees and management will serve under the rules management is required to follow.

The "kick-off" meeting of the wage survey will be attended by union representation.

The union will submit a list of firms to management who will give equal consideration along with other nominated firms. The union will be allowed to voice objections to firms which it believes will tend to lower the average of data collections. . . .

Agreements rarely gave details on how the survey was to be conducted, since the CFWS and the committee had this jurisdiction. However, one agreement included details from a Department of Interior manual which provided a rare insight, and which is cited in part below:

(213) This committee will make annual surveys to determine prevailing rates of pay in the general vicinity of this installation for work which is similar to that of each Department of the Interior Wage Board classification represented at this installation. It is agreed that wage surveys will be conducted in accordance with Department of the Interior Manual instructions as follows:

> Personal interviews shall be used for collecting wage rate data except when unusual circumstances make such personal interviews impracticable. Correspondence shall be used in areas where personal interviews are not practical because the distance of the project from the data sources or the amount of time and expense involved. Telephone inquiries may be made if necessary. Special care should be taken on telephone surveys to assure that the persons being contacted understand the purpose of the surveys and that data for comparable jobs are obtained. Copies of standard job definitions should be sent when requesting wage rate data by correspondence. A form listing the pertinent labor classifications should also be furnished to simplify the tabulation of data by the employer. Copies of pamphlets listing accurate wage rates, labor agreements, or similar published data should be obtained and used as supporting evidence, if available. The survey data should include the number of employees paid each rate for each classification, rate of overtime compensation, shift differentials, and other data pertinent to the subject. Basic wage rates are the primary consideration in determining prevailing rates. Other benefits received by outside employees should be included for review and comparison purposes. There are no limitations on the number of firms to be contacted or the amount of data collected. Greater prevailing rate accuracy is obtained by a thorough survey of representative employers in the area.

Employee organization activities

Federal agreements contain a broad range of provisions dealing with selected activities of unions and

associations, such as meetings of the organization, conduct of internal affairs during duty hours, union and association publicity, the rights of organization officials to visit worksites, duties of stewards and representatives, dues withholding, and leaves of absence. Many of these provisions have grown markedly since the Bureau's earlier study. Although Defense-related agencies accounted for the largest number of each of these provisions, other agencies also were well represented proportionally.

Employee organization affairs and meetings. Carried over in its entirety from Executive Order 10988 to Executive Order 11491 was a section which barred employee organizations from collecting dues, soliciting new members, or conducting other internal business during working hours.[12]

Like other provisions of the Executive Order, this section, too, often became part of the collective bargaining agreement; it appeared in 59 percent of the agreements compared to 30 percent in the Bureau's earlier study. (See table 23.) In some instances, contract language closely paralleled that of the Executive Order:

(144) . . . . In no event will solicitation of membership or other internal union business be conducted on official time.

In other provisions, "internal business of a labor organization" was more clearly defined and included matters such as dues collection, distribution of literature, and union elections, etc. Such activities, however, sometimes were permitted during the lunch hour and other nonduty time:

(214) Internal business of the lodge, such as solicitation of membership, collection of dues, election of officers, and other business of this nature will be conducted during the non-duty hours of employees. For the purposes of this paragraph, lunch periods are not considered as duty time.

(59) Solicitation of membership and activities concerned with the internal business and management of the local, such as negotiations, activities involving other employee groups, collection of dues, assessments or other funds, membership meetings, campaigning for office, conduct of elections and distribution of literature will not be conducted during working hours by any member of the local or visiting non-employee representatives of the National Federation of Federal Employees.

Some agreements further required that union and association meetings be held outside of regular working hours. This stipulation occurred in 47 percent of the agreements, a trebling of the proportion found in the 1964 study. (See table 23.) As a rule, the agency agreed to make facilities available for union meetings, provided security regulations were observed. In addition, the organization might be required to request a room well in advance of the projected meeting date and to take care of the space obtained:

(215) The employer will, insofar as practicable and in accordance with security regulations, provide the union with facilities to hold special meetings with members of the unit outside of regular work hours. The union agrees to abide by the regulations governing the use of such space.

(12) The employer agrees to provide facilities for union meetings, outside regular working hours, if available. The union agrees to submit a request for this facility not less than 10 calendar days prior to the date of the meeting.

(5) At the request of the union, subject to availability, space will be made available for meetings of the union during non-duty hours of the employees involved. The union agrees to exercise reasonable care in using such space and will leave it in a clean and orderly condition.

One agreement included regulations generally applicable to the use of its facilities by any nongovernment group. Thus, the organization could not advocate racial or other discrimination, hold a political meeting, or a meeting to influence legislation or for profitmaking purposes:

(216) The NLRBU shall be provided the use of conference rooms for union meetings on non-duty hours provided that, in accordance with standard Government rules in Federal buildings, meeting places shall not be used for: (1) meetings or performances sponsored or conducted by any organization, individual, or activity practicing or advocating discrimination based on age, race, creed, color, sex, or national origin; (2) meetings or activities having a partisan political, sectarian, or similar nature or purpose; (3) meetings or activities for the purpose of advocating or influencing action on legislation; (4) meetings or activities sponsored or conducted by or for commercial enterprises for profitmaking purposes through the direct sale of articles, charging of admission fees or the making of an indirect assessment for admission, or the taking of a collection.

Publicity. Nearly four-fifths of the agreements (78 percent) provided the employee organization with some means to publicize meetings, elections, social affairs and other activites. (See table 23.) In most instances, the employee organization was provided with an adequate number of bulletin boards for this purpose. Provisions generally prohibited the union from posting material considered politically partisan or derogatory of Federal officials or policies. Violation of these restrictions could result in revocation of bulletin board privileges or in

Table 23. Provisions governing union activities in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Check-off provisions		Internal union affairs		Union meetings	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	459	422,487	395	374,888	314	298,103
Agriculture	7	6,208	4	194	5	6,156	5	6,156
Air Force	75	96,976	68	92,588	55	87,097	50	81,044
Army	144	125,111	122	109,618	90	79,557	79	84,484
Civil Service Commission	1	100	—	—	—	—	—	—
Commerce	7	2,632	3	1,183	4	1,387	3	1,183
Defense	23	21,891	18	15,243	16	16,222	19	18,351
Federal Communications Commission	1	6	1	6	1	6	—	—
General Services Administration	34	9,313	11	6,240	15	5,365	7	2,997
Health, Education, and Welfare	28	17,375	9	15,059	8	14,080	9	2,148
Housing and Urban Development	2	80	2	80	2	80	2	80
Information Agency	2	2,215	2	2,215	2	2,215	2	2,215
Interior	24	4,249	14	3,186	15	1,205	11	838
Justice	5	9,623	3	5,571	4	9,572	3	9,526
Labor	2	9,411	1	4,257	2	9,411	—	—
National Aeronautics and Space Administration	6	7,325	5	7,138	4	6,943	3	4,129
Navy	140	124,856	109	104,826	91	84,616	50	39,045
National Labor Relations Board	2	654	2	654	2	654	2	654
Office of Economic Opportunity	1	803	1	803	1	803	—	—
Railroad Retirement Board	1	1,405	1	1,405	—	—	—	—
Selective Service System	1	285	—	—	—	—	—	—
Small Business Administration	2	589	2	589	1	569	—	—
Smithsonian and Gallery of Art	2	186	2	186	—	—	1	23
Soldiers' Home	1	186	1	186	—	—	—	—
Transportation	17	2,248	6	1,265	5	538	4	299
Treasury	32	21,935	17	15,632	7	4,884	15	14,194
Veterans Administration	111	67,083	55	34,363	65	43,528	49	30,757

Note: Nonadditive. An agreement may have more than one provision governing union activities.

disciplinary actions against employees. Also advance approval of most postings, except for certain routine announcements, often was required. All costs were to be absorbed by the employee organization:

(203) The employer agrees to provide reserved, designated space identified as "unofficial–for use of union only" on all official bulletin boards located in the unit employees' work areas for posting of union notices and similar information material. The union agrees to provide written designation of its representatives to carry out the union responsibilities contained in this section. These responsibilities include appropriate screening of material posted on that portion of the bulletin boards reserved for the union's use and/or distributed by union representatives, posting current material and removing obsolete material of the union, and maintaining the union bulletin board notices in orderly condition. A copy of all such union material will be given to the Branch Chief concerned at the time it is posted or distributed.

Literature posted or distributed by the union must not (1) violate any law, (2) compromise the security of Army activities, (3) contain scurrilous or libelous material, (4) relate to partisan political matters, or (5) reflect adversely on the integrity or motives of any individual, another employee organization, or upon the Federal Government.

It is agreed that the union is solely responsible for upholding the policies concerning the contents, distribution, and posting of union literature, as contained in this section. Violation of these policies will be grounds for temporary or permanent revocation of the union privilege to distribute or post union literature, or may be the basis of disciplining Army employees involved in accordance with applicable Army regulations.

(217) The employer, in its discretion, agrees to permit the local to have separate bulletin boards adjacent to those now existing or to furnish space of 3′ x 4′ on currently established boards. The board, its identification and/or materials to be posted thereon, shall be submitted to the Chief, Office of Civilian Personnel, for review and approval. Such approval will not be required for the following:

Union publicity		Visitation rights		Duties of union stewards and representatives		Agency
Agreements	Workers	Agreements	Workers	Agreements	Workers	
525	472,788	332	335,447	510	459,896	Total.
6	6,189	–	–	3	5,556	Agriculture.
71	93,073	35	75,323	66	89,701	Air Force.
123	117,194	94	81,678	118	107,053	Army.
–	–	–	–	–	–	Civil Service Commission.
6	1,438	3	487	5	1,428	Commerce.
20	20,387	9	9,396	22	217,033	Defense.
1	6	1	6	1	6	Federal Communications Commission.
18	8,113	12	7,134	16	6,548	General Services Administration.
16	15,798	5	13,796	12	15,562	Health, Education, and Welfare.
2	80	1	25	2	80	Housing and Urban Development.
2	2,215	–	–	2	2,215	Information Agency.
17	3,693	8	2,161	19	2,823	Interior.
3	9,526	4	9,572	3	8,405	Justice.
1	4,257	–	–	2	9,411	Labor.
4	4,324	6	7,325	5	7,130	National Aeronautics and Space Administration.
123	118,261	106	99,045	126	112,941	Navy.
2	654	–	–	–	–	National Labor Relations Board.
1	803	1	803	1	803	Office of Economic Opportunity.
–	–	–	–	1	1,405	Railroad Retirement Board.
–	–	–	–	1	285	Selective Service System.
2	589	1	20	2	589	Small Business Administration.
2	186	2	186	2	186	Smithsonian and Gallery of Art.
1	186	1	186	–	–	Soldiers' Home.
15	1,708	5	1,212	9	1,399	Transportation.
20	17,158	12	11,375	22	166,455	Treasury.
69	46,950	26	15,717	70	48,022	Veterans Administration.

a. Notices of local meetings.

b. Notices of local elections, appointments and results of elections.

c. Notices of local social affairs, charitable contributions and awards to employees.

The local agrees that posting of information will be accomplished at local expense and will not contain material relating to partisan politics, discrediting to individuals or Government organizations, programs and policies. Local agrees to abide by the same maintenance control requirements as exist for employer.

A few provisions allowed access to public address systems or permitted organizations to disseminate literature to employee's desks or work stations, subject to some of the same restrictions noted above:

(218) The employer agrees to accept material for announcement on the public address system. Appropriate items will be submitted to the Labor Relations Office by the president of the union or his designee. Approval will be granted when material has general employee interest.

(219) The union may distribute literature to district employees' work stations on non-duty hours. Such material shall not:

Interfere with the distribution of official mail;
Include notices of items for sale;
Impugn the integrity of individuals, other employees' organizations, or government agencies;
Imply District sponsorship or endorsement.

Stewards and representatives. Agreements in all but three of the agencies in the study referred to the duties of stewards and employee representatives. (See table 23.) The language in these provisions ranged from vague to explicit, and typically covered items such as the number of stewards or representatives, the amount of time spent on duties, and the allowable duties.

In establishing the number of stewards or representatives, the parties could agree to a specific number or to a ratio to the employees in the unit. Agency and organization could agree upon the location of stewards, and in turn, the union or association could supply the agency with a list of its representatives and stewards:

(187) The employer agrees to recognize the shop stewards, business manager, and field representatives, duly authorized by the union.

The union agrees to provide to the employer on a current basis, a complete list of all officers of the union and all authorized stewards for the unit, together with the designation of groups of employees or the area in the unit which each is authorized to represent as set forth below:

Number of Stewards	*Area of Buildings*
2	01 through 07 and 101 through 107
2	08 through 014 and 108 through 114
2	201 through 206
1	207 and 208
2	209
2	210 and 211
1	212, 213, 214, 215, 216
1	301, 302, 303
1	304 through 307, 313, 314
3	403 and 404
2	405
2	406, 407, 408, 410, 411 and 412
2	402 and Area K
1	505, 506, 507 and 904
3	508, 509 and 510

(113) In order that the union may properly represent employees of the unit, the union will appoint not to exceed one steward per 40 employees of the unit plus an alternate for each steward, with the alternate to act only when the principal is absent or otherwise unavailable. The union shall supply the employer in writing and maintain with the employer on a current basis a complete list of all elected officers and authorized stewards. The locations of stewards will be subject to mutual agreement between the employer and the union.

The amount of time that a steward or representative is allowed to spend on union or association duties is a difficult issue to resolve in negotiations. In the collective bargaining contract, the parties frequently adopted what appeared to be vague terminology such as "a reasonable time" to describe what was allowable. This language did not beg the question. Rather, it permitted the parties flexibility, and allowed them to work out accommodations as their practical experience dictated. The clauses commonly stipulated that the steward or representative had to check with his supervisor before he left his job for organization business. Permission was to be granted except in extenuating circumstances:

(220) The shop stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the union under this agreement and the Marshal agrees that there shall be no discrimination against a shop steward due to the performance of these duties. Shop stewards shall be granted a reasonable amount of time to enable them to handle grievances during normal working hours. It is understood that permission of the immediate supervisor will be obtained for such absence, and permission will be granted in the absence of compelling circumstances. The Marshal agrees that there shall be no restraint, interference, coercion or discrimination against a steward or officer because of the performance of duties as provided for by this section.

(221) The employer agrees that chief stewards, stewards, or alternates will be authorized to leave their assigned duties for a reasonable length of time and at reasonable intervals to consult with management officials on matters covered by this agreement, and with employees to bring about the prompt handling of a possible complaint or grievance. The steward will request permission to leave his assigned duties from his immediate supervisor, who will normally authorize such absence, as work load permits, without loss of pay or charge to leave. The supervisor will also determine that the steward has made necessary arrangements with the appropriate management officials, or the supervisor of the employee, with whom he wishes to consult. If permission is denied in accordance with the provisions of this section, the supervisor will inform the union representative of the reason for the denial and of when the union representative can reasonably expect to leave his work area or contact an employee in another area. The union agrees that it will guard against the use of excessive time whenever authorized business is transacted during regular working hours. A steward or chief steward may be required to account for time away from his assigned duties.

However, in some provisions the parties agreed to a specific amount of time for steward activities. Both of the following clauses illustrate possible adjustments in the time allowed if circumstances so warranted:

(222) Reasonable time–defined as six (6) hours per day period which will be allowed shop stewards to carry out their normal functions. If more time in any special situation is required, it may be approved upon request. It is agreed that during the first year of this agreement that this definition of reasonable time will be studied for the purpose of it being reconsidered at the end of the first year as to its validity.

(206) Representatives will be allowed time to discuss with an employee or employees, matters directly related to group work situations. One and a half hours per pay period, noncumulative, per representative. A maximum of six representatives shall be allowed for this purpose. Time extension shall be subject to employer approval.

Clauses also stipulated the duties that stewards could perform. Among these were grievance activities, including advising employees, investigating facts, and representing employees:

(223) The steward shall deal with supervisors in resolving grievances and fostering the labor-management relationship within his department.

He shall:

1. Advise employees on regulations or the agreement and their rights as employees.

2. Investigate the facts surrounding grievances or problems submitted by employee.

3. The steward will represent the employee and/or the union in employee supervisory discussion of alleged grievances.

4. The steward shall assist employee in preparing a written grievance. When an employee indicates he wishes to submit a written formal grievance, the steward and employee shall be allowed reasonable working time and the use of the union office to do so.

5. The steward and the supervisor shall meet as necessary to discuss problems within the department.

(89) Upon request and approval in advance by management, a reasonable period of time in an on-duty status will be granted to accredited representatives of the union for the purpose of carrying out the following union functions:

(a) Attending prearranged conferences with management officials.

(b) To be the personal representative of an employee who is presenting a complaint, grievance, or appeal from adverse action.

(c) To carry out the union rights and responsibilities as specified in Article 4, Section D.

Still other provisions set forth activities permitted and prohibited by representatives and stewards:

(79) Union officers, stewards engaged in official authorized activities will be authorized reasonable time off without loss of pay and benefits exclusive of overtime payment. The union agrees that its officials and stewards will hold to a minimum official time used in performing the activities authorized by applicable regulations and this agreement.

a. The employer agrees that a reasonable amount of time may be used for the following:

(1) To consult with supervisors, or management officials on matters of mutual concern to management and the union.

(2) Represent employees in the presentation of grievances or appeals.

(3) To draw up requests or recommendations in connection with consultations or meetings not involving grievances with supervisors or management officials.

b. The following activities may not be performed on duty time:

(1) Matters pertaining to internal management of the union.

(2) Membership meetings.

(3) Solicitation of membership.

(4) Collection of dues or assessments.

(5) Campaigning for union office.

(6) Distribution of posting of union literature, notices and authorization cards.

(7) Negotiation of a labor agreement, includes mediation, factfinding and arbitration of impasses when authorized in connection with such negotiations.

(8) Preparation of a grievance to be filed by an employee.

(224) The union officers or representatives shall represent the union and the employees of their designated area of representation in meeting with officials of the employer to discuss appropriate matters. An officer or representative may receive and investigate, but shall not solicit, complaints or grievances of employees on government time or property. Activities concerned with the internal management of the union, such as, but not limited to, solicitation of memberships, campaigning for officers, and the distribution of literature or authorization cards, shall not be conducted during working hours of the employees concerned.

Visitation rights. One-half of the agreements studied contained provisions permitting nonemployee union officials to visit the work place. (See table 23.) Such visits are necessary to carry on many legitimate unit activities, including meetings with agency officials. Agreement provisions generally required advance notice to management so that proper arrangements could be made. They also could contain rules which, to some degree, may restrain the employee representative's access rights. For example, he may have to meet agency security regulations:

(225) Authorized union representatives from the headquarters office shall on appointment, be permitted to visit the Fleet Superintendent during working hours and to participate in other scheduled meetings between union employee representatives and Fleet management.

(226) Nonemployees serving as employee or union representative will advise the employer, in advance, of the purpose and time of his intended visit. . . .

The employer will make necessary arrangements for authorized nonemployee union representatives to visit the work site to conduct allowable union activities, subject to security regulations and Section 3(e) of this article.

In certain installations, officials were furnished with an official escort during their visit. Agreements also specified the activities permitted or prohibited while at the facility:

(44) The VA Hospital agrees to allow a national representative of NFEE and/or accompanied by Local 1154 representative, to visit work sites of unit employees. The union representative will be accompanied by an employee to be designated by the Hospital Director. Local 1154 agrees that no member solicitation or union business will be conducted during these visits.

(36) The employer agrees to make necessary arrangements, subject to applicable security regulations, for authorized local and international representatives of the union, who are not Station employees, to visit the Station during regular working hours under the following circumstances:

a. To meet with management officials on appropriate union-management business.

b. To meet with employee union representatives for a reasonable time to prepare an agenda for meetings with management, and subsequently attend the scheduled meetings with management.

c. To serve as chief negotiator for the union when negotiating a basic agreement or memorandum of understanding with the employer.

Dues withholding. Executive Order 11491 authorizes the deduction and subsequent transfer of dues to employee organizations, subject to regulations issued by the Civil Service Commission. Within this framework, dues checkoff provisions were negotiated in 68 percent of the agreements. (See table 23.) Checkoff procedures represent a substantial savings in money and time to employee organizations by freeing personnel, who otherwise would be assigned to collection activities, or other duties.

Dues checkoff provisions were found in only 18 percent of the agreements studied in the 1964 Federal agreement study. This was due, in part, to the adoption of pertinent Civil Service regulations which had only become effective in January 1964. Recent studies indicate that dues checkoff provisions are relatively common in government and non-government contracts. They have been adopted in 69 percent of cities with populations of 10,000 or more[13]; in 77 percent of the studied agreements from cities having populations of 250,000 or more[14], and 81 percent of agreements from private industry covering 1,000 workers or more.[15]

Some provisions were brief, and simply stated that dues would be checked off according to Civil Service Commission regulations. Procedures applying to transferred employees, as set forth in the second illustration, were rare in agreements.

(196) The employer agrees that payroll deductions for the payment of employee organization dues shall be made from the pay of employees who voluntarily request such dues deduction and who are bona fide members in good standing of employee groups granted formal or exclusive recognition. In implementing the dues withholding program, the employer and the union shall be governed by provisions of this article and applicable Civil Service Commission regulations and FAA directives.

(227) The employer shall deduct the local dues from the paychecks of the local's members, employed in the recognized unit, who so desire the payroll deduction of their local dues. The amount of this deduction and the specific procedure to be used shall be as specified in the "Agreement for the Voluntary Allotment for the Payment of Dues" negotiated by the employer and the local, and appropriate regulations.

The transfer of payroll deductions from members of any other NFFE Local having formal or exclusive recognition with DCASR, St. Louis to Local 1449 shall be accepted by the employer upon receipt of new authorization form clearly marked "Transfer from NFFE Local to NFFE Local 1449." The effective date of the transfer will be the start of the next pay period after receipt of the new authorization form by the employer.

Lengthier clauses usually contained details covering the form for authorizing dues deduction, the names and addresses of employee organization officials designated to certify membership and to receive dues remittances, and the names and addresses of government officials to receive and process checkoff authorizations. In addition, some contracts limited deductions to dues only, limited changes in dues rates for checkoff purposes to once a year, and set the conditions under which dues deductions for individual employees would be stopped. Others spelled out the separate responsibilities of each party and their joint stipulations, including a payment to the agency for costs incurred:

(228) . . .Authorized withholding of dues will be made in conformance with the 26 biweekly pay period schedule and procedures under which GSA employees are regularly paid. For the purpose of allotments, dues

are the periodic amounts required to maintain the employee as a member in the union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

The amount of dues deducted shall remain as originally certified until a change is authorized by the union treasurer and certification is submitted to the Chief, Employee Accounts Branch. Only one such change shall be made in any period of twelve consecutive months. The amended amount will be withheld effective the pay period following the pay period during which the notice is received in the payroll office at the latest, unless a later date is specified by the union.

An allotment will be terminated when:

1. The union loses Exclusive Recognition.

2. The union notifies the Chief, Employee Accounts Branch, that the employee is no longer a member in good standing.

3. The employee is separated from GSA.

4. The employee informs the Employee Accounts Branch that he wishes to cancel his allotment by submitting Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues.

5. An employee may withdraw a revocation of allotment at any time before it has made effective by submitting a written memorandum to that effect to the Employee Accounts Branch...

(134) **Employee organization responsibilities**

The union is responsible for:

A. Informing its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked;

B. Purchasing and distributing to its members Standard Form 1187;

C. Notifying the ... Labor Relations Office in writing of:

(1) Current authorized names and titles of officials who will make the necessary certification.

(2) Any change in the amount of dues to be deducted.

(3) Any employee who is no longer in good standing within ten days of the date of such determination.

D. Forwarding properly executed and certified Standard Form 1187 (in duplicate) to the ... Labor Relations Office on a timely basis;

E. Promptly forwarding an employee's revocation to the ... Labor Relations Office when such revocation is submitted to the union; and

F. (1) Keeping the ... Labor Relations Office informed of the name, title and address of the allottee to whom remittances should be sent...

(2) Keeping the ... Labor Relations Office informed of the allottee to whom checks shall be payable....

Management responsibilities

The employer is responsible for:

A. Permitting and processing voluntary allotment of dues in accordance with this agreement;

B. Withholding dues on a semi-monthly basis and recovering the prescribed costs for this service;

C. Notifying the employee and the union when an employee is not eligible for an allotment. The ... Labor Relations Office is responsible for this notification;

D. Withholding new amounts of dues upon certification from the authorized union official that the amount has not been changed during the past twelve months;

E. Transmitting remittance checks to the allottee designated by the union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office; and

F. Providing the following information on the remittance listings:

(1) The name of each employee for whom the deduction is being made, or has authorized to be made, during the current pay period, plus the name of each employee for whom authorizations were applicable in the previous pay period but for whom amounts are not being deducted in the current pay period.

(2) For each employee or group of employees the following information will be given to the extent applicable:

a. Amount withheld;
b. No deduction because employee's compensation insufficient to permit a deduction.

(3) The gross amount deducted, the amount of prescribed costs retained, and the net amount remitted.

Joint stipulations

A. The amount of the dues to be deducted as allotments from compensation may not be

changed more frequently than once each twelve months;

B. The amount currently established for fees at $0.02 for each deduction per employee per pay period will be automatically adjusted by the ... payroll office when this amount is changed by the Civil Service Commission; and

C. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the union is not scheduled to receive a remittance check after discovery of an error, the union agrees to promptly refund the amount of erroneous remittance.

Leave for union business. Under Civil Service Commission regulations, leave without pay to serve as an officer or representative of an employee organization may be granted by an agency, and may be extended upon request of the individual, union, or association, subject to approval by the agency. Such leaves commonly are for 1 year each, and can be extended annually. Before granting leave for union business, the agency must consider that the position will be encumbered during the leave and that it will be obliged to reemploy the individual at the end of the approved leave period. Short-term leave for union business, usually to attend union conventions or other meetings, also may be permitted. Here the agency must consider the impact on its day-to-day operations in its decision to grant such leave.

Short term and extended leaves of absence for union business were found in 57 percent of the agreements studied. At least one-half of the leave provisions set forth the status of employees on leave, and one-third referred to reemployment rights. (See table. 24.) Units of the Departments of Navy and Army had negotiated most of these provisions.

Leaves of absence for union office could occasionally determine the number of eligible employees. Virtually all provisions set limits of 1 year which could be extended upon application:

(229) Leave for union officials will be granted as follows:

(1) Upon certification from the AFGE National Office, leave without pay shall be granted to not more

Table 24. Leave of absence for union business in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Leave of absence for union business		Status of employee on union leave		Reemployment rights for members on leave	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	380	397,541	195	165,899	125	131,646
Agriculture	7	6,208	5	6,156	1	7	—	—
Air Force	75	96,976	39	76,197	20	15,051	13	43,454
Army	144	125,111	92	91,350	43	42,313	35	30,873
Civil Service Commission	1	100	—	—	—	—	—	—
Commerce	7	2,632	2	271	1	230	1	230
Defense	23	21,891	12	12,415	7	5,739	5	5,294
Federal Communications Commission	1	6	1	6	1	6	—	—
General Services Administration	34	9,313	15	7,402	7	1,722	2	697
Health, Education, and Welfare	28	17,375	8	14,166	5	1,437	3	1,234
Housing and Urban Development	2	80	2	80	1	25	—	—
Information Agency	2	2,215	1	2,093	—	—	—	—
Interior	24	4,249	8	2,733	3	1,456	1	1,380
Justice	5	9,623	3	5,214	—	—	—	—
Labor	2	9,411	2	9,411	—	—	—	—
National Aeronautics and Space Administration	6	7,325	5	4,511	3	2,987	2	1,787
Navy	140	124,856	116	114,503	78	82,651	43	34,683
National Labor Relations Board	2	654	—	—	—	—	—	—
Office of Economic Opportunity	1	803	1	803	—	—	—	—
Railroad Retirement Board	1	1,405	1	1,405	—	—	—	—
Selective Service System	1	285	—	—	—	—	—	—
Small Business Administration	2	589	2	589	1	20	—	—
Smithsonian and Gallery of Art	2	186	2	186	2	186	2	186
Soldiers' Home	1	186	—	—	—	—	—	—
Transportation	17	2,248	4	1,204	3	354	3	1,014
Treasury	32	21,935	14	14,055	2	150	3	2,010
Veterans Administration	111	67,083	45	32,791	17	11,565	12	8,804

NOTE: Nonadditive.

than two of the members of the union to serve with AFGE for one year. An extension will be considered for a second year upon request. . .

Provisions which permitted short term leave, usually defined the circumstances for which the time off would be granted:

(230) After advance notice is given by the employee, the employer agrees to grant annual leave, if available, or leave without pay, to an employee selected by the union to attend union conventions and conferences. The employer also agrees to grant administrative leave, ordinarily up to eight hours, to an employee selected by the union to attend a training seminar which meets the required criteria, e.g., to receive information, briefing, or orientation relating to matters of mutual concern to the agency and the union, in his capacity as an organization representative.

Among these were provisions which established the amount of permissible time off for each of several kinds of employee organization meetings:

(231) The lodge may designate not to exceed four (4) employees as representatives elected or appointed to a union office or as a delegate to any union activity necessitating a leave of absence. Upon two weeks written notification to the Center by the lodge, such employees shall be granted appropriate leave unless such absence would unduly interrupt the operation of the activity. Such leave will be granted to participate in the following activities:

(1) National Convention	One (1) week every other year
(2) District Convention	Three (3) days each year
(3) State Council	Two (2) days twice a year

For those employees granted leave of absence of 1 year or more, provisions could guarantee that their seniority would not be broken, and in fact, might grow.[16] Clauses could also specify continuation of employee life insurance, health benefits, and bumping rights during union leaves of absence:

(155) Any one member of the union elected or appointed to full-time union office shall, upon written request of the union, be granted annual leave or leave without pay, upon application. He shall not lose his seniority established at the time of the leave of absence and shall accrue seniority subject to applicable Civil Service Regulations. Leave without pay for the above purposes is limited to periods not in excess of one year, but shall be renewed at the option of the employer upon receipt of a written union request and application for extension of leave without pay.

(232) It is recognized that the improvement of a union representative's capabilities in that capacity will benefit the Federal Service as well as the union; therefore the employer agrees to grant annual leave and/or leave without pay when an employee in the unit has been elected or appointed to a union office or as a delegate to any union activity requiring leave of absence whenever possible consistent with regulations and work load requirements.

Subject to law and regulations, it is agreed that an employee on leave of absence without pay shall retain all rights he would otherwise enjoy while in pay status, including but not limited to, reduction-in-force rights, coverage under the Federal Employees Group Life Insurance Program and Federal Employees Health Benefits Program.

A small number of agreements specifically guaranteed reemployment rights to employees on leave. They were to return to their old jobs or to other ones if necessitated by internal agency changes:

(233) The employer recognizes the obligation to provide employment within the rating the employee held upon his request for leave of absence or to any changed rating through reduction-in-force action or reclassification of the job and in current pay status of such rating at the time the employee returns to work, provided the employee returns to work no later than at the end of the leave period.

The employer also recognizes the bumping and retreating rights of employees on approved leave of absence without pay in situations where the employee's status has been affected by reduction-in-force action during his leave of absence.

Employees in approved leave without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Programs.

(234) . . .When an employee is on leave without pay under the provisions of the agreement, he will be returned to his former position unless it becomes necessary in the interest of the service to reassign him to another position during his absence or upon his return. The employee will be advised in writing of the necessity of any change in his status during an approved period of such absence without leave.

Labor-management activities

Executive Order 11491 requires that "an agency and a labor organization that has been accorded exclusive recognition, through appropriate representatives, shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions. . . ."[17]

Negotiating under this mandate, the parties have included various provisions in their agreements which are designed to facilitate union-management communication, cooperation, and successful collective bargaining.

Cooperation committees. Nearly one-half of the agreements, double the percentage found in the Bureau's 1964 study, established committees to improve cooperation generally, or to deal with various specific problems. (See table 25.) Negotiation of agreements and processing of grievances were excluded from the duties of these committees.

The parties could adopt broad language to describe committee purposes and to deal in a general way with matters such as efficiency and working conditions:

(235) In order to achieve the fullest possible benefit from employee-management cooperation there shall be established a joint employee-management cooperative committee to consist of an equal number of representatives, not more than three with alternates for each, chosen by the union from Project employees and by the manager from the Project supervisory staff. This committee shall have power of self-organization and shall record all proceedings. This committee shall have the prerogative of recommending improvements in efficiency and employment conditions, but shall not consider or act on matters that are subject to negotiation such as grievances, or matters relating to pay of hourly or ungraded employees.

One section of the agreement established a cooperation committee; another specified the matters which conceivably came within its scope. In the following contract, for example, the parties underscored a number of items relating to productivity:

(45) It is agreed that the employer shall meet with representatives authorized by NFFE 1214 at least once each quarter, for the purpose of reviewing and discussing matters of common interest in establishing and maintaining labor-management cooperation. Additional meetings will be held upon mutual agreement between the parties on the need therefor. It is further agreed that not later than 3 work days prior to such meetings each party will provide the other with a written list of basic matters which it wishes to have included on the discussion agenda...

NFFE 1214 agrees it will actively cooperate with the employer and support the employer's efforts to strengthen the management-employee relations program as envisioned by Executive Order 11491 and

Table 25. Cooperation and incentive awards' committees in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Joint committees			
			Cooperation		Incentive awards	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	314	293,412	141	154,167
Agriculture	7	6,208	7	6,208	–	–
Air Force	75	96,976	47	66,000	25	17,632
Army	144	125,111	61	71,684	26	41,399
Civil Service Commission	1	100	–	–	–	–
Commerce	7	2,632	2	240	5	6,290
Defense	23	21,891	13	11,321	–	–
Federal Communications Commission	1	6	1	6	–	–
General Services Administration	34	9,313	21	7,284	–	–
Health, Education, and Welfare	28	17,375	14	14,633	3	693
Housing and Urban Development	2	80	1	55	–	–
Information Agency	2	2,215	1	2,093	–	–
Interior	24	4,249	18	3,755	4	1,216
Justice	5	9,623	5	9,623	1	4,358
Labor	2	9,411	2	9,411	1	5,154
National Aeronautics and Space Administration	6	7,325	3	4,129	1	1,329
Navy	140	124,856	42	44,295	65	70,305
National Labor Relations Board	2	654	1	180	–	–
Office of Economic Opportunity	1	803	1	803	–	–
Railroad Retirement Board	1	1,405	–	–	–	–
Selective Service System	1	285	–	–	–	–
Small Business Administration	2	589	1	20	2	589
Smithsonian and Gallery of Art	2	186	–	–	1	163
Soldiers' Home	1	186	–	–	–	–
Transportation	17	2,248	6	819	1	850
Treasury	32	21,935	22	16,124	1	375
Veterans Administration	111	67,083	45	24,729	5	3,814

NOTE: Nonadditive.

implementing regulations of the Federal agencies, assure a full day's work on the part of all employees in the unit, and that it will actively seek to combat absenteeism, carelessness, inefficiency and other practices which may restrict production and hamper efficiency. NFFE 1214 further agrees to actively support the employer in efforts to eliminate waste, conserve materials and supplies, improve the quality of workmanship, encourage the submission of improvment and cost-reduction suggestions, improve the unit safety program, and improve relations within the community.

Committees could be established at various levels of the agency. Such a structure, through coordination of the various committees, could assure that policies agreed upon by the top group were carried through consistently. By the same token, matters of concern to lower level groups might be communicated upward:

(165) The parties agree to establish joint employer-union cooperation committees as follows:

a. SAAMA Commander Level
b. Directorate Level
c. Division Level
d. Branch Level
e. Section Level

These committees will be scheduled to meet every other month at a convenient on-base location provided by the employer.

These committees will have as their purpose and shall give consideration to such matters as; implementation of the agreement; the application of rules, regulations and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-management relationships; the betterment of employee working conditions; job related education and training; and the strengthening of employee morale. Individual grievances will not be taken up during these meetings.

Provisions could set forth in detail the committee's composition, objectives, and operations:

(236) 1. The union and the employer agree that a joint labor-management committee will be established consisting of not more than four (4) members selected by the union and an equal number consisting of the employee's management, for the purpose of reviewing, discussing, consulting, giving consideration and making recommendations to the employer on such matters as:

a. The common interests in establishing and maintaining labor-management relations between the employer and the union;
b. Areas outlined in Article VI, this agreement;
c. The elimination of waste and the conservation of materials and supplies;
d. The promotion of education and training;
e. The corrections of conditions making for grievances and misunderstanding;
f. The improvement of working conditions;
g. The safeguarding of health and the prevention of hazards to life and property;
h. Questions arising over the interpretation and application of this agreement;
i. The improvement of the morale of the employees;

2. The committee shall meet monthly, on the 2nd Wednesday of the month, at a time and place mutually agreeable to both parties. If either party has topics for discussion, it shall prepare an agenda and submit same to the other party at least one week prior to the meeting.

3. Minutes shall be taken and maintained. Copies shall be furnished to the members of the committee not later than one week after each meeting. Prior to the release of the minutes both parties shall agree on the general contents of the minutes.

Incentive award committees. Incentive award committees were found in one-fifth of the agreements; 82 percent of these involved Army, Air Force, and Navy units. (See table 25.) These varied greatly in the degree of participation permitted the employee organization.

Some allowed employee representatives to be observers only, others granted them a voice in limited aspects of the committee's operations, but excluded them from electing employees to receive awards:

(44) Local 1154 will nominate five (5) employees, one of which will be appointed by the Hospital Director as an observer on the Employee Incentive Awards Committee.

(237) The Commanding Officer of the US Army Natick Laboratories will appoint the Incentive Awards Committee from among key-operating employees and staff officials. Twelve (12) regular members will be appointed plus fifteen (15) associate members from the major organizational units. Appointments will be based on the recommendations of the Laboratory Directors and Office Chiefs.

The union representatives appointed by the President, NAGE, Local R1-34 will be invited by the Executive Secretary to participate in the deliberation of the Incentive Awards Committee with respect to:

a. Planning suggestion program activities to stimulate participation.

b. Establishing suggestion program goals and targets.

c. Evaluating suggestion program progress, appraisal of employee, supervisor and management reactions.

Union representatives will not participate in any discussion or vote with respect to nomination or

consideration of nominations for cash or performance or honorary awards.

Other agreements provided full membership rights for employee representatives:

(31) The employer agrees that two (2) members of the unit may be designated as official members of the Incentive Awards Committee. These employees will sit in on all Incentive Award Committee meetings whenever any member of the unit is involved and shall be subject to the operating rules and regulations of the Committee. These employees will be designated by the union.

Negotiation committees. Although negotiating committees may be assumed to exist whenever parties have concluded a written agreement, only 37 percent of the contracts, compared to 54 percent in 1964, referred to these committees. (See table 26.) The decrease, one of the few in the study, resulted in large measure from a change in provisions in General Services Administration agreements, which in the interim had eliminated references to negotiating committees. Seventy percent of the committee clauses referred to the committee's composition; the rest alluded vaguely to its existence without giving further details, as in the following:

(238) Any supplementary agreements shall be signed by the negotiating committee for labor and management and will become effective upon approval by the Area Director.

Where the composition was spelled out, provision was often made for observers or consultants to attend, sometimes with limits on the total number of people mutually agreed upon by the parties.

(114) The negotiating committee will be made up of six permanent representatives; three representing management and three representing A. F. G. E. Local #1882. Additional temporary members may be added by both parties to the agreement providing that membership for each party at any one time may not exceed a total of six members both permanent and temporary.

Clauses also could detail procedures for changing the committee's designees and specify the committee's purposes, which might extend from contract negotiations to contract administration:

(239) Those persons, not to exceed four, who shall represent management in consultations or negotiations and not to exceed four persons who shall represent NFFE 253 shall be designated in writing by the employer and NFFE 253, respectively. When changes in those designated representatives become necessary, the other party shall be notified. The attendance of consultants, in number mutually agreed between the parties, shall be permitted. The representatives of each party shall make themselves reasonably available to, and maintain an "open door policy" toward the representatives of the other party, for purposes of negotiation and consultation.

(240) A negotiation committee composed of five installation representatives and five union representatives shall be established for the purpose of conducting negotiations leading to the revision of this agreement, development of supporting agreements, or the resolution of differences concerning the interpretation of this agreement. . . .

Over one-fourth of all studied agreements referred to time spent on negotiations. Executive Order 10988 had permitted the parties, whenever it was reasonable, to hold meetings, including negotiations, on official time; thereby employees would be safeguarded from loss of income during part or all of such activities. Executive Order 11491, however, eliminated this benefit, by stating that, "Employees who represent a recognized labor organization shall not be on official time when negotiating an agreement with agency management."[18] Thus, most of the 185 agreements referring to negotiating time specifically excluded pay for time in bargaining:

(26) Employees who represent the union shall not be on official time when negotiating an agreement.

(15) There will be four representatives each from management and union unless otherwise agreed upon. Employees who are union representatives will negotiate on off duty time.

However, several agreements provided for negotiations on duty time. The clauses came from agreements which had been negotiated under Executive Order 10988 and had apparently continued from year to year without changes.

Impasse procedures. In the absence of the right to strike, the need for alternate procedures to resolve impasses in agreement negotiations is readily apparent. Executive Order 10988, however, had been silent on what methods Federal agencies and employee organizations could use, and consequently, the parties adopted procedures already found in other segments of the economy; namely, mediation and factfinding. They also developed a means of referring deadlocks to higher agency authority for resolution.[19]

Executive Order 11491, on the other hand, addressed itself directly to the question of impasse resolution. It authorized, first, the use of the Federal Mediation and

Table 26. Negotiating committees and negotiating time arrangements in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Negotiating committees				Reference to negotiating time	
			Provision for		Composition specified			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	246	173,191	173	82,651	185	105,635
Agriculture	7	6,208	4	6,149	3	649	3	649
Air Force	75	96,976	15	36,362	9	5,013	14	8,426
Army	144	125,111	35	31,648	13	6,151	24	22,836
Civil Service Commission	1	100	1	100	1	100	1	100
Commerce	7	2,632	4	1,344	2	214	4	1,344
Defense	23	21,891	6	4,936	3	2,273	6	4,069
Federal Communications Commission	1	6	1	6	—	—	—	—
General Services Administration	34	9,313	5	1,097	4	1,063	4	1,005
Health, Education, and Welfare	28	17,375	15	2,281	15	2,281	11	1,294
Housing and Urban Development	2	80	2	80	2	80	2	80
Information Agency	2	2,215	1	122	1	122	—	—
Interior	24	4,249	21	3,939	18	3,519	11	646
Justice	5	9,623	—	—	—	—	—	—
Labor	2	9,411	1	5,154	—	—	—	—
National Aeronautics and Space Administration	6	7,325	1	195	—	—	—	—
Navy	140	124,856	22	14,504	2	1,227	11	10,879
National Labor Relations Board	2	654	—	—	—	—	2	654
Office of Economic Opportunity	1	803	1	803	1	803	—	—
Railroad Retirement Board	1	1,405	—	—	—	—	1	1,405
Selective Service System	1	285	1	285	1	285	1	285
Small Business Administration	2	589	2	589	1	20	—	—
Smithsonian and Gallery of Art	2	186	2	186	1	23	1	23
Soldiers' Home	1	186	—	—	—	—	—	—
Transportation	17	2,248	1	190	—	—	1	30
Treasury	32	21,935	4	1,095	1	510	5	3,378
Veterans Administration	111	67,083	101	62,126	95	58,318	83	48,532

NOTE: Nonadditive.

Conciliation Service (FMCS), or other third-party mediation, to resolve deadlocks in negotiations. The Executive Order also created the Federal Service Impasses Panel (FSIP) to act, if requested by either party, when impasses still existed after FMCS or other third-party intervention. The FSIP may then consider the impasse and may, at its discretion, recommend procedures to the parties for resolving the problem or may settle the impasse by appropriate action—either arbitration or factfinding with recommendations.

Short of arbitration and the use of the FSIP, the parties have voluntarily retained the kinds of procedures that had been negotiated earlier and have added language to conform with Executive Order 11491. In total, 48.6 percent of the agreements studied contained one or more impasse procedures, compared to 46.9 percent in 1967. (See table 27.)

Compared with 1964 and 1967, the proportion of agreements including 2 of the 3 major procedures changed slightly, but the frequency of mediation procedures rose significantly, as a result of the Executive Order's authorization to use FMCS services as shown in the following tabulation:

	Percent of agreements		
	1964	*1967*	*1972*
Factfinding	25.0	27.3	24.6
Mediation	11.5	11.1	33.1
Referral to higher authority[20]	25.0	29.4	25.0

In most instances, more procedures than one were included in the agreement, and their sequence varied. For example, referral to higher authority could precede or follow mediation; and mediation could be invoked before or after factfinding had been tried. For clarity of presentation, each arrangement will be discussed and illustrated separately.

Factfinding provisions usually stipulated committee composition and authority. In most cases, the committee was tripartite in structure with the partisan

Table 27. Negotiation impasse procedure in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Total negotiation impasse procedures		Factfinding only		Mediation only	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	326	239,951	46	39,912	23	18,375
Agriculture	7	6,208	7	6,208	1	19	—	—
Air Force	75	96,976	22	33,274	1	14,422	1	225
Army	144	125,111	60	51,232	2	3,690	6	6,634
Civil Service Commission	1	100	1	100	1	100	—	—
Commerce	7	2,632	5	1,397	—	—	—	—
Defense	23	21,891	10	7,029	—	—	1	188
Federal Communications Commission	1	6	—	—	—	—	—	—
General Services Administration	34	9,313	28	5,051	—	—	6	2,886
Health, Education, and Welfare	28	17,375	13	15,758	1	22	2	925
Housing and Urban Development	2	80	1	55	—	—	—	—
Information Agency	2	2,215	1	122	—	—	—	—
Interior	24	4,249	22	3,816	1	70	1	221
Justice	5	9,623	5	9,623	—	—	—	—
Labor	2	9,411	2	9,411	—	—	1	4,257
National Aeronautics and Space Administration	6	7,325	1	1,200	—	—	—	—
Navy	140	124,856	18	13,995	2	831	1	871
National Labor Relations Board	2	654	—	—	—	—	—	—
Office of Economic Opportunity	1	803	1	803	—	—	—	—
Railroad Retirement Board	1	1,405	1	1,405	—	—	—	—
Selective Service System	1	285	1	285	—	—	—	—
Small Business Administration	2	589	1	20	1	20	—	—
Smithsonian and Gallery of Art	2	186	2	186	—	—	—	—
Soldiers' Home	1	186	—	—	—	—	—	—
Transportation	17	2,248	2	220	—	—	—	—
Treasury	32	21,935	16	13,509	1	510	—	—
Veterans Administration	111	67,083	106	64,892	35	20,228	4	2,168

Agency	Factfinding, mediation and referral to higher authority		Factfinding, mediation, FSIP, and higher authority		Factfinding and higher authority		Factfinding, FSIP and higher authority	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	33	17,358	12	7,030	21	15,278	3	3,396
Agriculture	1	33	—	—	—	—	—	—
Air Force	6	3,267	—	—	3	3,607	1	874
Army	4	2,026	3	2,087	8	6,948	—	—
Civil Service Commission	—	—	—	—	—	—	—	—
Commerce	1	900	1	230	—	—	—	—
Defense	—	—	—	—	—	—	—	—
Federal Communications Commission	—	—	—	—	—	—	—	—
General Services Administration	4	324	—	—	—	—	—	—
Health, Education, and Welfare	3	528	1	56	2	407	—	—
Housing and Urban Development	—	—	—	—	—	—	—	—
Information Agency	—	—	—	—	—	—	—	—
Interior	3	112	1	15	—	—	—	—
Justice	1	4,001	—	—	1	51	—	—
Labor	—	—	—	—	—	—	—	—
National Aeronautics and Space Administration	—	—	—	—	—	—	—	—
Navy	1	786	—	—	2	2,398	1	1,538
National Labor Relations Board	—	—	—	—	—	—	—	—
Office of Economic Opportunity	—	—	—	—	—	—	—	—
Railroad Retirement Board	—	—	—	—	—	—	—	—
Selective Service System	1	285	—	—	—	—	—	—
Small Business Administration	—	—	—	—	—	—	—	—
Smithsonian and Gallery of Art	—	—	—	—	2	186	—	—
Soldiers' Home	—	—	—	—	—	—	—	—
Transportation	—	—	—	—	1	190	—	—
Treasury	—	—	—	—	—	—	—	—
Veterans Administration	8	5,096	6	4,642	2	1,491	1	984

Referral to higher authority only		Referral to FSIP only		Factfinding and mediation		Factfinding, mediation, and FSIP		Agency
Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	
31	11,289	2	944	35	21,168	14	6,654	Total.
2	514	–	–	–	–	1	93	Agriculture.
2	2,297	–	–	1	230	–	–	Air Force.
3	295	–	–	7	5,648	3	1,990	Army.
–	–	–	–	–	–	–	–	Civil Service Commission.
1	204	–	–	–	–	–	–	Commerce.
–	–	–	–	–	–	1	765	Defense.
–	–	–	–	–	–	–	–	Federal Communications Commission.
9	649	–	–	2	32	–	–	General Services Administration.
1	970	–	–	–	–	–	–	Health, Education, and Welfare.
–	–	–	–	–	–	–	–	Housing and Urban Development.
–	–	–	–	–	–	–	–	Information Agency.
2	156	–	–	1	1,380	1	216	Interior.
–	–	–	–	–	–	–	–	Justice.
–	–	–	–	–	–	–	–	Labor.
–	–	–	–	–	–	–	–	National Aeronautics and Space Administration.
5	2,796	–	–	–	–	–	–	Navy.
–	–	–	–	–	–	–	–	National Labor Relations Board.
–	–	–	–	–	–	–	–	Office of Economic Opportunity.
–	–	–	–	–	–	–	–	Railroad Retirement Board.
–	–	–	–	–	–	–	–	Selective Service System.
–	–	–	–	–	–	–	–	Small Business Administration.
–	–	–	–	–	–	–	–	Smithsonian and Gallery of Art.
–	–	–	–	–	–	–	–	Soldiers' Home.
1	30	–	–	–	–	–	–	Transportation.
5	3,378	–	–	1	122	–	–	Treasury.
–	–	2	944	23	13,756	8	3,590	Veterans Administration.
Mediation and higher authority		Mediation and FSIP		Mediation, FSIP, and higher authority		Factfinding and FSIP		
Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	
35	20,293	37	37,782	33	38,836	1	1,276	Total.
1	5,500	–	–	1	49	–	–	Agriculture.
–	–	3	2,942	4	5,410	–	–	Air Force.
10	6,544	9	11,676	5	3,694	–	–	Army.
–	–	–	–	–	–	–	–	Civil Service Commission.
1	10	1	53	–	–	–	–	Commerce.
–	–	4	3,611	4	2,465	–	–	Defense.
–	–	–	–	–	–	–	–	Federal Communications Commission.
4	205	1	49	2	906	–	–	General Services Administration.
2	284	–	–	1	12,566	–	–	Health, Education, and Welfare.
–	–	1	55	–	–	–	–	Housing and Urban Development.
1	122	–	–	–	–	–	–	Information Agency.
6	384	–	–	6	1,262	–	–	Interior.
1	46	–	–	2	5,525	–	–	Justice.
–	–	1	5,154	–	–	–	–	Labor.
–	–	–	–	1	1,200	–	–	National Aeronautics and Space Administration.
4	3,127	1	107	1	1,541	–	–	Navy.
–	–	–	–	–	–	–	–	National Labor Relations Board.
–	–	1	803	–	–	–	–	Office of Economic Opportunity.
–	–	1	1,405	–	–	–	–	Railroad Retirement Board.
–	–	–	–	–	–	–	–	Selective Service System.
–	–	–	–	–	–	–	–	Small Business Administration.
–	–	–	–	–	–	–	–	Smithsonian and Gallery of Art.
–	–	–	–	–	–	–	–	Soldiers' Home.
–	–	–	–	–	–	–	–	Transportation.
1	375	8	9,124	–	–	–	–	Treasury.
4	3,696	6	2,803	6	4,218	1	1,276	Veterans Administration.

NOTE: Nonadditive.

members choosing the neutral(s). The committee could just define the issues over which the deadlock developed, or it could make recommendations.[21] Provisions also stipulated time limits, the equal sharing of costs, and the use of duty time for carrying out committee activities:

(241) The factfinding committee shall consist of three VA employees. The union and the hospital shall each appoint one member and these two shall select the third member. No member of the negotiation committee shall serve on the fact-finding committee.

The issues in dispute will determine the amount of time to be granted the committee in securing the facts. The parties will, upon submitting a disagreement to the fact-finding committee, set a specific date for the committee to report. Official duty time shall be allowed the committee for discharging its functions.

The committee shall, by inquiry, research and conference, ascertain the exact facts at the basis of the dispute and submit their findings, with recommendations, to the negotiating parties for consideration.

The parties will consider the facts submitted by the committee and will make at least one more effort to reach agreement within 30 days after receipt of the report. This 30-day period may be extended if unforeseen circumstances preclude either party from resumption of negotiations.

(65) After all items of the negotiations have been discussed and there still remains any supplemental agreement, any amendment thereof or any amendment to the basic agreement on which the parties have been unable to reach an agreement, each item in dispute will again be brought up for discussion and a diligent effort will be made to resolve the issue(s) and reach an agreement. When at the end of thirty (30) days after the commencement of renegotiations on disputed items or sooner if mutualy agreed, despite diligent, good faith efforts, the parties have been unable to reach an agreement it will be determined that an impasse has been reached. The following procedures shall be followed in an effort to resolve the impasse:

1. If the dispute, in whole or in part, involves disagreement as to the factual matters, the issue(s) in dispute shall at the request of either party be submitted to a Joint Fact-Finding Committee. Such Committee will be appointed within three (3) working days after it has been determined an impasse has been reached. Said Committee shall consist of one VA employee selected by the VA Center, one VA employee selected by the Nurses' Unit and a third member, also a VA employee selected by these two employees. The selected third member, who shall act as Chairman, shall not have a direct interest in the dispute. No member of the negotiating committee shall serve on the Fact-Finding Committee.

2. Within five (5) working days after the establishment of the three member Fact-Finding Committee a factual report shall be compiled and rendered to the parties in dispute. The Committee will receive the fullest cooperation possible from the parties in dispute. The Committee will be provided a private meeting room for the investigation. The Committee will be allowed to interview and question members of the negotiating committees or to call a meeting consisting of any members of the negotiating committees. The Fact-Finding Committee will be allowed to question other employees for the purpose of clarifying issues in dispute which are peculiar to the Nurses' Unit. The rendered report will not contain recommendations to the parties in dispute.

3. The parties agree that they will give full consideration to the findings of the Fact-Finding Committee and will make a sincere effort to resolve the dispute after the receipt of the report.

The rise in mediation, already noted, is directly attributable to Executive Order 11491's stipulation that before the parties could call for the intervention of the FSIP, voluntary arrangements must have failed, ". . .including the services of the Federal Mediation and Conciliation Service or other third-party mediation. . . ." Provisions found in Federal agreements as a rule utilized the FMCS or mediators recommended by the FMCS. They might simply authorize invoking mediation, or detail what the mediator might and might not do. Invariably, costs were shared equally:

(204) The parties may utilize the fact-finding technique in attempting to resolve such impasses. If after such recourse when used, an impasse still exists, the parties by mutual consent shall request the use of mediation by the Federal Mediation and Conciliation Service as authorized by applicable regulations.

(242) When agreement cannot be reached on a matter that both parties agree is negotiable, and after serious and diligent negotiations, both parties may jointly agree to request the Federal Mediation and Conciliation Service to furnish a mediator. The mediator will meet with the parties, study the issues, and make recommendations and suggestions designed to assist the parties in resolving the matters at issue. Any cost involved in obtaining services of a mediator shall be paid by the employer and the union in equal share.

(243) ARTICLE VI – RESOLUTION OF DIFFERENCES

6.1 The use of the following techniques singularly or in combination is mutually agreed to by the negotiating parties for the purpose of solving any possible impasses: . . .

. . *MEDIATION:* If mediation is requested, it is agreed that the mediators will be selected from a list furnished by the Federal Mediation and Conciliation Service or other appropriate source mutually agreed upon by the Employer and NFFE 1167. The parties agree that the mediator is to make no public statement

with respect to the unresolved issues or with respect to any action or results of his mediation efforts. It is further agreed that an impass shall be declared only by mutual consent of the parties, and that any and all expenses involved in any of techniques outlined above shall be shared jointly by the Employer and NFFE 1167.

Provisions which referred deadlocks to higher management authority usually did so as one more means of voluntarily breaking the impasse. In this respect the provisions differed from those negotiated before the signing of Executive Order 11491, which employed higher management authority to impose a final and binding decision upon the parties.[22] The opinion of higher authorities was to be advisory, or mediation was to follow failure to resolve issues at this level:

(207) Any impasses not resolved through negotiation may be submitted by the parties to their respective higher headquarters offices for consideration.

(244) . . .If the problem is not resolved after the negotiating parties examine the committee report, the matter shall be referred to the Assistant Secretary for an advisory opinion. A copy of the referral and opinion will be sent to the national office of the American Federation of Government Employees.

(125) 2.1 The employer or the union may declare that an impasse has been reached on negotiable items which have been the subject of negotiations for four (4) negotiating sessions. If after an additional two (2) negotiating sessions no significant progress has been made, either party may request referral of the unresolved items to the Secretary, DHEW, for attempted resolution. Referral to higher authority will be in accordance with Department of Health, Education, and Welfare regulations. If no agreement is reached as a result of referral to higher authority, a mutually agreeable third party will be selected by the employer and the union to develop facts and mediate. Expenses arising from the employment of a mediator shall be borne equally by the employer and the union. . .

2.3 It is agreed that negotiations of all proposals and counter proposals will be completed before any impasse is referred to higher authority. . . All impasses will be referred to higher authority at one time.

Fifteen percent of the studied agreements called specifically upon the Federal Service Impasses Panel as the final step in breaking the deadlock:

(245) . . .Pursuant to Section 17 of Executive Order 11491, each party reserves the right to request the Federal Service Impasses Panel to consider any matter unresolved by mediation.

(147) When it has been mutually determined that an impasse has been reached, the item shall be "tabled." After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any tabled items.

If after such effort either party concludes that an impasse still exists on any issue(s) or if the issue(s) has been under consideration for thirty (30) days or more without agreement, either party may request in writing to the other party that the impasse be submitted to their respective National Headquarters for consideration. Within five (5) working days after such notification, the parties unless they mutually agree otherwise shall submit their positions to their National Headquarters.

If the impasse cannot be resolved with assistance from the national level, either party may request the Federal Mediation and Conciliation Service to provide mediation service. The mediator will be the sole judge of the procedure to be followed in attempting to resolve impasses.

Any impasses not resolved through mediation shall be submitted by the parties to the Federal Service Impasses Panel subject to their regulations.

Resolution of negotiable issues. Executive Order 11491 excluded from bargaining those matters pertaining ". . .to the mission of an agency; its budget; its organization; the number of employees; and the numbers, types and grades of positions or employees assigned to an organizational unit, work project or tour of duty; the technology of performing its work; or its internal security practices." At the same time, however, it also provided procedures for setting negotiability issues. These included (1) use of the methods already existing in a national or other controlling agreement, where such exist, (2) a decision by the head of the agency, and finally, in certain instances, (3) a decision by the Federal Labor Relations Council.[23] Language similar to that of the Executive Order was included in 6 percent of the agreements. (See table 28.) Nearly one-third of these were negotiated with the Veterans Administration. The following clauses were typical:

(246) If in connection with negotiations, an issue develops as to whether a proposal is contrary to law, regulations, or Executive Order 11491, and therefore not negotiable, it may be referred by either party through DM&S channels to VA Central Office for determination. The VA interpretation of agency policies with respect to a proposal is final.

a. The union may appeal to the Federal Labor Relations Council for a decision when:

(1) It disagrees with the VA's determination that a proposal would violate applicable law, regulations of

appropriate authority outside the VA or Executive Order 11491; or

(2) It believes that the VA's regulation violates applicable law, regulations of appropriate authority outside the VA, or Executive Order 11491.

(247) When a dispute occurs over the negotiability of a proposal, either party may request a ruling in writing from the Office of the Secretary of the Interior upon the proposal in question. The local may appeal the ruling of the Secretary or his designate if:

a. it disagrees with a ruling that a proposal would be in violation of an authority outside of the Department of the Interior, or

b. it believes the Department of the Interior regulations, as interpreted by the Secretary, violate an authority outside the Department.

Continuation of expired agreements. To insure continuity and add a degree of stability to the bargaining process, 15 percent of the agreements stated that, when the contract expired during negotiations, provisions of the existing agreement would remain in force until replaced or altered in a new agreement. (See tables 28.) This stipulation removed some of the pressures of an approaching deadline that would otherwise be faced in an impasse situation.

The first illustration extended the old agreement for a specific time period subject to further extensions. The second stated only that the principles of the expired agreement would be honored, and allowed the employer to terminate the agreement upon written notice to the union:

(47) Upon receipt of an agreement termination notice, both parties to this agreement shall begin negotiations towards a new agreement within thirty (30) days of receipt of the written notice. If the old agreement expires while the negotiations are still being carried on, or an impasse has not been resolved, the old agreement shall be extended for a period of thirty (30) days, and for similar periods thereafter, upon the written request of either party.

(9) It is agreed if at the expiration of this agreement negotiations have started for a new agreement, the principles of the expired agreement will be honored until completion and approval of the new negotiated

Table 28. Negotiability issues and contract continuity provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Resolution of negotiable issues		Contract continuity during impasse	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	37	56,792	98	95,104
Agriculture	7	6,208	—	—	1	7
Air Force	75	96,976	4	17,006	9	18,682
Army	144	125,111	5	8,328	27	28,668
Civil Service Commission	1	100	—	—	—	—
Commerce	7	2,632	1	53	—	—
Defense	23	21,891	2	1,458	6	5,605
Federal Communications Commission	1	6	—	—	1	6
General Services Administration	34	9,313	1	872	5	1,862
Health, Education, and Welfare	28	17,375	5	12,793	2	1,026
Housing and Urban Development	2	80	—	—	—	—
Information Agency	2	2,215	1	122	1	2,093
Interior	24	4,249	4	475	7	1,741
Justice	5	9,623	—	—	1	1,167
Labor	2	9,411	—	—	1	4,257
National Aeronautics and Space Administration	6	7,325	—	—	—	—
Navy	140	124,856	3	7,295	16	16,986
National Labor Relations Board	2	654	—	—	—	—
Office of Economic Opportunity	1	803	—	—	—	—
Railroad Retirement Board	1	1,405	—	—	—	—
Selective Service System	1	285	—	—	—	—
Small Business Administration	2	589	—	—	—	—
Smithsonian and Gallery of Art	2	186	—	—	—	—
Soldiers' Home	1	186	—	—	—	—
Transportation	17	2,248	—	—	2	1,040
Treasury	32	21,935	—	—	9	7,951
Veterans Administration	111	67,083	11	8,390	10	4,013

NOTE: Nonadditive.

agreement. Should negotiation for the new agreement become deadlocked during said negotiating period, employer may terminate its contract upon written notice to the union.

Grievances and arbitration. More than four-fifths of the agreements in this study referred to negotiated grievance procedures, and these were widely disbursed among all government agencies. (See table 29.) In comparison, the Bureau's 1967 study reported that just over one-half the agreements included negotiated grievance systems. (See BLS Bulletin 1661.) The growth in grievance provisions since 1967 was helped by Executive Order 11491, which stipulated that the negotiated procedure may become the exclusive one in each unit for settling both employee complaints and differences over the interpretation and application of the contract.

Perhaps because of the sensitivity of the issues involved, negotiated grievance provisions tend to be the lengthiest and most complete sections in Federal agreements. Among points usually covered are procedures, scope, and steps, as well as the use of factfinding to resolve disputes. These issues are discussed in this section.

Agreements tend to define the jurisdiction of the grievance procedure in several ways. In some cases, it

Table 29. Grievance procedures in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Total with grievance procedure		Right of employee to process grievance		Grievance machinery spelled out		Factfinding in grievance procedures	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	549	474,307	339	279,167	498	454,977	108	110,389
Agriculture	7	6,208	7	6,208	6	6,175	5	6,182	1	49
Air Force	75	96,976	54	85,393	44	39,818	44	80,982	21	45,219
Army	144	125,111	120	104,464	75	62,554	111	100,097	27	15,946
Civil Service Commission	1	100	—	—	—	—	—	—	—	—
Commerce	7	2,632	7	2,632	4	1,461	7	2,632	4	1,487
Defense	23	21,891	20	21,190	8	10,085	20	21,190	3	2,540
Federal Communications Commission	1	6	1	6	1	6	1	6	—	—
General Services Administration	34	9,313	25	7,992	20	4,776	19	7,446	4	3,127
Health, Education, and Welfare	28	17,375	21	16,668	11	15,053	17	15,283	1	163
Housing and Urban Development	2	80	2	80	1	55	2	80	1	55
Information Agency	2	2,215	2	2,215	2	2,215	2	2,215	—	—
Interior	24	4,249	21	3,906	20	3,885	18	3,779	9	2,095
Justice	5	9,623	4	9,572	4	9,572	4	9,572	1	4,001
Labor	2	9,411	2	9,411	2	9,411	2	9,411	2	9,411
National Aeronautics and Space Administration	6	7,325	6	7,325	6	7,325	6	7,325	2	4,014
Navy	140	124,856	129	119,885	55	54,268	127	118,347	5	2,060
National Labor Relations Board	2	654	2	654	2	654	2	654	2	654
Office of Economic Opportunity	1	803	1	803	1	803	1	803	1	803
Railroad Retirement Board	1	1,405	1	1,405	1	1,405	1	1,405	—	—
Selective Service System	1	285	1	285	—	—	—	—	—	—
Small Business Administration	2	589	2	589	2	589	1	569	—	—
Smithsonian and Gallery of Art	2	186	2	186	1	23	2	186	1	163
Soldiers' Home	1	186	1	186	1	186	—	—	—	—
Transportation	17	2,248	13	1,930	4	1,120	13	1,930	3	631
Treasury	32	21,935	30	20,753	30	21,080	22	17,164	15	14,187
Veterans Administration	111	67,083	75	50,569	38	26,648	71	47,719	5	3,784

NOTE: Nonadditive.

stated in rather broad terms the issues that would be considered a complaint or a grievance. The term "complaint" was generally understood to mean a dissatisfaction not reduced to writing and discussed orally during the informal and early formal steps of the procedure; a "grievance" generally is considered to be a written statement of dissatisfaction occurring after oral complaints and informal discussion have not resolved the matter at issue.

In other clauses, negotiators defined more precisely the scope of the grievance procedure. However, even when the scope was defined in terms of matters that might be included, or excluded, or both, broad language might still be employed, as in the following examples:

(234) A grievance is defined, for the purpose of this contract, as an employee's feeling of dissatisfaction with some aspect of his employment or with some management decision affecting him over which he has no control. This includes disputes over the interpretation and/or application of the agreement.

(51) This negotiated procedure supersedes the Department of Army Grievance Procedure as set forth in applicable CPRs when grievances are those involving employee dissatisfactions with in-service placement and training and development situations or conditions or when grievances are expressions of dissatisfaction, which arise from the immediate work environment of the employee, from situations which exist within the employee's work group, or from policies, regulations or directives established at any level of the Frankford Arsenal.

(248) A grievance is a matter of personal concern or dissatisfaction to an employee arising out of the terms or conditions of employment the consideration of which is not covered by other systems for agency review and the resolution of which has not been made at the normal supervisory level. Before a matter of personal concern of dissatisfaction (i. e. a complaint) becomes a grievance within the meaning of this section the parties hereto encourage attempts at informal resolution as set forth in Section 9 of this article. Employee grievances include, but are not limited to such matters as:

a. Working conditions and environment.

b. Relationships with supervisors and other employees and officials.

c. Implementation of personnel policies, practices and provisions of this agreement.

Employee grievances do not include questions of policy in the areas itemized above. They may, however, include questions of the application of such policy to an individual employee or to a group of employees.

Typically, however, provisions gave precise detail on what matters were covered or excluded:

(121) A grievance is an employee's expressed feeling of dissatisfaction with some aspect of his employment situation which he seeks to have corrected. Commonly, grievances concern matters involving working conditions or environment, inadequate parking facilities, lack of opportunity for overtime, relationships with supervisors or coworkers, change of assignment, disapproval of leave requests, reprimands, etc. Grievances may be initiated by employees either singly or jointly; they may not be initiated by the local.

This grievance procedure does not apply to cases to which other DSA or Civil Service regulatory or statutory appeal procedures are applicable. The following types of actions are specifically excluded: (1) reduction in force; (2) performance ratings; (3) allegations of discrimination under Executive Order 11246, Equal Employment Opportunity Policy; (4) incentive awards; (5) adverse actions under PL 733, 81st Congress, Executive Order 10450 and failure to be cleared for sensitive duties; (6) nonselection for promotion when the sole basis for the grievance is an allegation by the employee that he is better qualified than the person selected; (7) suspensions for more than 30 days, demotions, separation and removal actions, reduction in rank or compensation; (8) position classification complaints and appeals; (9) actions taken pursuant to specific instructions or decisions of the Civil Service Commission.

(249) a. *Included.* The types of grievances covered by this article are those for which no other specific review procedure has been provided either by NASA or the Civil Service Commission. In general, these involve individual or group cases of employee dissatisfaction with working conditions or relationships, such as:

1. Employee-supervisory relationships.
2. Employee dissatisfaction with his position, working conditions, or job environment.
3. Relations between employees.
4. Suspensions for 30 calendar days or less.
5. Complaints concerning promotion procedures (except the selection decision).
6. Written reprimands.

b. *Excluded.* Matters excluded from this article are those for which more specific review procedures have been otherwise provided, either by NASA or by the Civil Service Commission, or those items (9, 10, 11 and 12 below) for which no appeal or review is intended.

1. Reduction in force.
2. Classification of position.
3. Discharge.
4. Suspension for more than thirty (30) calendar days.
5. Furlough without pay.
6. Reduction in rank and compensation.
7. Performance ratings.
8. Discrimination because of race, religion, color, national origin, politics, marital status, physical handicap, age, or sex.
9. Actions directed by the Civil Service

Commission or some other Federal authority which does not permit the employer to exercise administrative discretion.

10. Oral reprimands or warnings.

11. Termination of temporary appointments (including taper and term appointments).

12. Actions taken under the Incentive Awards Program.

Sixty-two percent of the agreements having grievance machinery stated that the employee had the right to process his own grievance should he choose not to avail himself of the services of the union representative. (See table 29.)

(250) . . .The foregoing provision may not be construed to preclude any employee from designating a person other than a member of the union to represent him or her in a grievance or adverse action, or from handling his own grievance, in his own way if he or she chooses.

(224) An employee, in processing a complaint or grievance, retains the right to elect to represent himself, to be represented by an individual of his own choice, or to be represented by the union. In the exercise of this right, employees, employee representatives, and witnesses shall be free from any and all restraint, interference, coercion, discrimination or reprisal.

When employees chose to act for themselves or sought representation from a source other than the employee organization, the union or association still retained the right to be present as an observer, as in the first illustration, or to participate by presenting its own position on the issues, as in the second:

(158) It is agreed that if the aggrieved employee(s) chooses a representative other than the union, the union may be present at the grievance hearing in the capacity of observer, unless the grievance is of a personal nature to the employee(s) of if the union's presence is subject to security violations.

(125) The employer and the union recognize that an aggrieved employee or group of employees must have the right in presenting grievances to be accompanied, represented and advised by a chosen representative. If the aggrieved employee covered by this agreement does not choose to be represented by the union, the union nevertheless may have an observer present at formal hearings. The right of the union observer to be present shall not be permitted to delimit the right of the employee to handle his grievance in his own way. At a time determined by the chairman of the Hearing Committee, the union observer may make a statement, for the record, of the union views.

Over 90 percent of the agreements having grievance procedures provided details on the machinery established to process disputes through to final resolution. (See table 29.) The system generally was multistep, normally starting with one or two informal discussions of the issue between the employee and his supervisor. Hopefully, the matter could be resolved at this point, without their having to move up to higher levels of union and management:

(185) The employer and the union recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good managemnt. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Even at this early stage, however, the agency was placed under a time limit to assure an expeditious resolution. Within the stated period the supervisor had to reply, or else the employee could appeal to a higher supervisory level:

(130) Step 1. A complaint or disagreement on the part of an employee (or employees) shall first be discussed by the aggrieved employee and/or his shop steward with the immediate supervisor, or the next higher level supervisor of the employee has a valid reason to do so. Employees are urged to give full and detailed explanation of their complaints to their immediate supervisor, and the supervisor will investigate complaints promptly, fully and objectively, in order to render equitable decisions. Supervisors will respond to employee complaints within 5 workdays. . . .

If at this point the dispute were not settled, it then became a formal grievance. It had to be submitted in writing to higher levels within given time limits:

(251) If the matter is not satisfactorily settled following the initial discussion, the employee(s) may, within 5 working days, submit the matter in writing to the Assistant Chief, who will meet with the aggrieved employee(s) and a union representative if the employee(s) so desire within 5 working days after the receipt of the grievance. The Assistant Chief shall give the employee(s) his written answer within 5 working days after the meeting.

In one-fifth of the agreements with grievance procedures, factfinding was part of the process, usually as an aid to higher management authority in reaching a decision. In 1967, two-fifths of grievance procedures employed factfinding, and one-half in 1964. The growth of arbitration probably accounts for the decline in factfinding procedures in Federal agreements.

Factfinding committees, as a rule, were made up entirely of representatives of the agency and the employee organization. Their authority usually was restricted to a finding of fact, with or without recommendations, which would then be forwarded to

the agency official who was empowered to make the decision. Occasionally, the committee could attempt to mediate differences. The findings presented to agency officials did not have to be unanimous, but could set forth the differing views of the panel members. Committee members, usually agency employees, as a rule, carried out their duties on official time. In most cases, time limits were placed upon the committees in submitting their findings:

(92) In those cases where the grievant elects to use the negotiated grievance procedure, the grievance shall be referred to a Joint Grievance Committee for investigation within ten (10) working days from the date the employee submits the grievance. The committee shall be composed of two members, one member designated by NAIRE and one designated by the Director. The committee shall, within ten (10) working days after referral of the grievance, submit a written report to either the appropriate Division Chief, or the Director as provided for in 17.5 above. This report shall contain joint or individual findings of fact and recommendations as to the resolution of the grievance.

(252) If no satisfactory settlement is reached at Step 1, the aggrieved within ten (10) days after receipt of a decision in Step 1, may submit a request to the Chief of the Personnel Branch to convene a Grievance Committee, which shall be composed of two Nashville District employees, one of whom shall be named by the employer and the other by the union. The Committee will act as an objective group to jointly investigate the grievance and to submit to the District Director a report containing joint or individual findings of fact on the issues raised in the grievance. A reasonable amount of official time will be authorized to members of the Committee.

(216) Absent satisfactory resolution of the grievance in Step One, the employee may submit his grievance in writing to the appropriate Division head. Such appeals must be filed within 15 days of the decision at Step One.

At this point with the mutual consent of the parties hereto there may be established a factfinding committee composed of a representative from the union and a representative of the Office of the General Counsel. The purpose of this committee will be the investigation of all the facets of the employee(s) grievance with the goal of resolving it if possible or making recommendations for its resolution to the appropriate Division head.

The appropriate Division head will issue, within 30 days of the submittance if factfinding is not instituted or within 30 days of the close of factfinding, a written decision to the employee and his representative.

Grievance arbitration. More than four-fifths of the agreements with grievance procedures provided for arbitration to settle disputes. (See table 30.) However, more than one-half provided only for advisory arbitration, which was surprising inasmuch as the Executive Order permits final and binding arbitration with the right of appeal to the Federal Labor Relations Council. The continued high prevalence of advisory arbitration resulted from two factors. First, 83 agreements in the study were negotiated before January 1, 1970, the day on which Executive Order 11491 became effective in its entirety. Second, the Executive Order permitted, rather than ordered, the negotiation of arbitration provisions, although it also eliminated language from Executive Order 10988 which had specified that arbitration ". . . shall be advisory in nature with any decisions or recommendations subject to the approval of the agency heads." Consequently, parties renegotiating their agreements were not required to change from advisory to final and binding arbitration, and apparently agreed not to do so in a substantial number of agreements.

The proportion of grievance procedures terminating in arbitration increased steadily from 1964, but employee coverage remained the same. (See table 31.)

As noted, data for 1964 included only advisory arbitration, since final and binding arbitration had not been authorized by Executive Order 10988. For 1971, 45 percent of the grievance procedures had final and binding arbitration alone or in combination with advisory arbitration.

Advisory arbitration, by definition, takes on the nature of a factfinder's recommendation which management is free to accept or reject in whole or in part:

(253) . . . If the employee is not satisfied with the decision of the deciding official as designated in appropriate agency regulations, or if no decision is rendered within the time limit set forth herein, the union with the approval of the grievant, may within 10 calendar days. . . request that the grievance be submitted for review by an impartial advisory arbitrator. . . . The advisory arbitrator's function will be to make a recommendation based on the facts presented to him and issue a report to the Director, Eastern region. It is understood and agreed that the recommendations of the advisory arbitrator shall be advisory in nature only. . . .

(254) Advisory arbitration under this agreement shall extend only to the interpretation or application of agreements or agency policy, including laws, rules, and regulations of outside agencies which are adopted without change. Advisory arbitration shall not extend to changes in agreements or agency policy. . . .

. . . The arbitrator shall proceed toward a recommendation according to his best judgment within the limits set by this agreement, and applicable laws, orders, and regulations. He shall present his recommendation to the appropriate management official,

Table 30. Arbitration provisions in Federal collective bargaining agreements, by agency, late 1971

Agency	All agreements		Agreements with arbitration		Binding arbitration only	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	671	532,745	447	410,896	192	209,450
Agriculture	7	6,208	4	5,675	—	—
Air Force	75	96,976	44	66,991	24	51,651
Army	144	125,111	100	89,292	59	58,155
Civil Service Commission	1	100	—	—	—	—
Commerce	7	2,632	5	1,234	2	283
Defense	23	21,891	18	20,847	12	14,937
Federal Communications Commission	1	6	1	6	—	—
General Services Administration	34	9,313	16	7,271	6	5,037
Health, Education, and Welfare	28	17,375	9	14,494	4	13,774
Housing and Urban Development	2	80	2	80	—	—
Information Agency	2	2,215	1	2,093	1	2,093
Interior	24	4,249	20	3,885	5	504
Justice	5	9,623	4	9,572	1	1,167
Labor	2	9,411	2	9,411	1	5,154
National Aeronautics and Space Administration	6	7,325	6	7,325	2	2,929
Navy	140	124,856	122	114,304	32	20,578
National Labor Relations Board	2	654	2	654	1	180
Office of Economic Opportunity	1	803	1	803	1	803
Railroad Retirement Board	1	1,405	—	—	—	—
Selective Service System	1	285	—	—	—	—
Small Business Administration	2	589	1	569	1	569
Smithsonian and Gallery of Art	2	186	2	186	—	—
Soldiers' Home	1	186	1	186	1	186
Transportation	17	2,248	10	1,257	2	858
Treasury	32	21,935	18	15,417	12	14,330
Veterans Administration	111	67,083	58	39,344	25	16,262

Agency	Advisory and binding arbitration		Advisory arbitration only			
			Includes adverse actions		Excludes adverse actions	
	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	8	12,708	28	24,731	219	164,007
Agriculture	—	—	—	—	4	5,675
Air Force	—	—	—	—	20	15,340
Army	—	—	—	—	41	31,137
Civil Service Commission	—	—	—	—	—	—
Commerce	—	—	—	—	3	951
Defense	—	—	—	—	6	5,910
Federal Communications Commission	—	—	—	—	1	6
General Services Administration	—	—	1	386	9	1,848
Health, Education, and Welfare	1	42	—	—	4	678
Housing and Urban Development	—	—	—	—	2	80
Information Agency	—	—	—	—	—	—
Interior	—	—	1	1,380	14	2,001
Justice	1	4,358	—	—	2	4,047
Labor	—	—	1	4,257	—	—
National Aeronautics and Space Administration	—	—	2	4,014	2	382
Navy	6	8,308	17	12,474	67	72,944
National Labor Relations Board	—	—	—	—	1	474
Office of Economic Opportunity	—	—	—	—	—	—
Railroad Retirement Board	—	—	—	—	—	—
Selective Service System	—	—	—	—	—	—
Small Business Administration	—	—	—	—	—	—
Smithsonian and Gallery of Art	—	—	2	186	—	—
Soldiers' Home	—	—	—	—	—	—
Transportation	—	—	1	190	7	209
Treasury	—	—	1	85	5	1,002
Veterans Administration	—	—	2	1,759	31	21,323

NOTE: Nonadditive.

with a copy to the aggrieved employee, his representative and the union. . .

Most of the advisory arbitration clauses excluded reviews of adverse actions. Usually discharges, suspensions, and other agency decisions affecting the employee's status were subject to separate, often accelerated, review procedures. As a rule, provisions first defined grievances to exclude adverse actions, and then included grievances as defined under arbitration procedures:

(255) These procedures prescribe grievance steps which will permit a review of the following. . . A personnel action, other than adverse actions, which has or may have the effect of putting the employee in a less favorable position than that which was employed prior to the action. . . .

If the employer and the Lodge fail to settle any grievance processed in accordance with the Lodge grievance procedures. . .then such grievance shall. . .be referred to advisory arbitration. . . .

(182) . . . Grievance does not include appeals from adverse actions. . .

If the grievance has not been resolved to the employee's satisfaction at Step 3, the aggrieved employee may make a request in writing to the Unit Chief that his grievance be submitted to impartial advisory arbitration.

Advisory arbitration which included adverse actions were relatively rare. In general, the agreement contained a separate clause dealing only with adverse actions:

(232) This article provides for advisory arbitration in an appeal to determine the propriety of an adverse action (discharge, suspension for more than thirty (30) days, demotions, reductions in rank or compensation, or furlough without pay) against an employee in the unit, as an alternate to an administrative hearing in an appeal through Navy channels, or an appeal to the Civil Service Commission. . .

(256) Advisory arbitration in the case of an adverse action appeal serves as an alternate to the administration hearing, and must be held prior to the Commanding Officer's decision. After the advisory opinion of the arbitrator is submitted, and if the employer's final decision is adverse to the employee, he must be notified of his rights to further appeal.

Agreements occasionally indicated that arbitration awards were final and binding, except for those involving adverse actions:

(226) The decision of the impartial arbitrator is binding, and his decision shall be final unless appealed to the Federal Labor Relations Council within 15 days after receipt of the arbitrator's decision. In proposed adverse actions the arbitration will be advisory and any decision or recommendation based on the arbitrator's report shall be subject to the approval of the Secretary DHEW. However, the arbitrator's award shall be binding on the Employer unless disapproved by Secretary DHEW in accordance with the Federal Personnel Manual.

(257) The arbitrator will make an award and a copy thereof will be provided to the Commanding Officer, the employee and the Union. Except in the case of advisory arbitration on adverse actions either party may file exceptions to the arbitrator's award with the Federal Labor Relations Council in accordance with applicable regulations. A decision on appeals from adverse actions are first Navy level decisions and are appealable further as provided by regulation.

Whether advisory of final and binding, arbitration provisions generally followed similar procedural patterns. The parties jointly determined the issue(s) which would be submitted to the arbitrator, who could be a single party or a tripartite arbitration board. The arbitrator or board was ad hoc, i.e., chosen for the occasion, and could be selected from a list which the Federal Mediation and Conciliation Service or the American Arbitration Association would provide. Each

Table 31. Grievance procedures negotiated in 1964, 1967, and 1971

Grievance procedure	1964		1967		1971	
	Agreements	Employees covered	Agreements	Employees covered	Agreements	Employees covered
Total, negotiated grievance procedures	96	80,778	380	245,863	549	474,307
Containing arbitration procedures	63	69,926	266	194,669	447	410,896
Percent containing arbitration procedures	65.6	86.6	70.0	79.2	81.4	86.6

party in turn would delete names on the list until only one remained, who then became the arbitrator.

Usually, hearings were to some extent formal and could include a court reporter to make a verbatim transcript. Both sides could call witnesses and cross-examine those testifying.

Arbitration generally could not be invoked without the consent of the employee grievant, and at times, required mutual consent. As specified in Section 14 of Executive Order 11491, approval of the employee organization is also necessary.[24] As a rule, agreements establish time limits for invoking arbitration, on setting hearings, and on issuing an award. Virtually all of the provisions calling for arbitration stipulated that costs would be shared equally:

	Agreements	*Employees Covered*
Total arbitration provisions	447	410,896
Costs shared equally	429	400,795
No reference to cost sharing	18	10,101

Even in the absence of a specific stipulation, Executive Order 11491 required that costs be shared equally.

The following provision illustrates several features described in the preceding paragraphs:

(258) It is agreed that if Management and the Union fail to settle an employee's grievance at Step Three of the Complaints and Grievances Procedure, Article XXII, the grievance may be referred to arbitration. Such arbitration may be invoked only with the approval of the aggrieved employee(s) and the Union and these approvals must be set forth in writing. An intent to invoke arbitration must be set forth within twenty (20) workdays after issuance of the Step Three decision. Arbitration may not extend to interpretation or change of Navy or higher authority regulations or policy, nor changes or proposed changes in agreements. Similarly, arbitration shall not change, modify, alter, delete, or add to the provisions of this Agreement as such right is the prerogative of the contracting parties only.

At various stages of the grievance-arbitration procedure, the grievant, employee representative and witnesses may be required to expend time during duty hours to participate in grievance-related activities. They may be needed to prepare the grievance, to present it at lower steps of the procedure, and to take part in later factfinding and arbitration hearings. In a number of instances, the agreement provided for payments to employees engaged in one or more of these activities.

Normally the right to official time covers both the employee and his representative, and includes preparation and presentation of the grievance. In conformity with the Federal Personnel Manual, however, the amount of time may be limited, often by terms such as "reasonable," thereby–giving the parties some needed flexibility in line with operational requirements:

(156) . . . An employee will be granted reasonable official time necessary for the purpose of securing advice or rights and privileges under governing regulations, and for obtaining such other information or assistance to include preparation of documents necessary for the prosecution of the grievance as cannot be accomplished during non-duty hours, and for the purpose of presenting the grievance. . . .

(259) An appellant and his representative, if an employee, may use reasonable amounts of official time (normally not in excess of four hours) for such purposes as securing advice on rights and privileges under the governing regulations, arranging for witnesses, and for obtaining such other information and assistance pertaining to his grievance or appeal as can be obtained only during the normal working hours of the activity.

(35) . . . Representatives who are Department of the Army employees may also use reasonable amounts of official time without charge to leave or loss of pay for the purpose of participating in the grievance. It is not intended, however, that official time will be granted any one employee for representational service to the extent that it would interfere with performance of regular duties. Should this condition arise, the employee (representative) will be advised to curtail his representation activities or to perform them in a leave status. Management reserves the right to determine the total amount and specific hours of official time which will be approved as "reasonable" under this article in accordance with applicable regulations.

(260) The employee and his representative are entitled to a reasonable amount of official time to prepare for a hearing provided for in this procedure if they are otherwise in an active duty status. Employees, whether grievants, representatives or observers, must take advance arrangements with their supervisor for the use of official time. . . .

Occasionally the maximum number of available duty hours may be given:

(113) A steward properly designated as an employee representative may accompany, represent, and advise the employee in presenting a grievance to any supervisor. The steward will be excused from normal duties without charge to leave for the time required for such presentation. In addition, he will be allowed up to eight hours without charge to leave to prepare for the hearing or inquiry relative to the appeal or grievance.

(49) An employee will be allowed duty time for presentation of his grievance during the grievance proceedings. He will also be allowed up to 8 hours duty time for preparation for the presentation of his grievance. Any personal representative of the employee who is an Air Force employee...will be allowed the same duty time for preparation and presentation of the grievance as the employee if otherwise in a pay and duty status.

More than three-fourths of the provisions for arbitration specified that participants would be allowed official time to attend hearings:

	Agreements	*Employees covered*
Total provisions with arbitration ..	447	410,896
Providing official time off	343	331,282
No reference to official time off	104	79,614

Provisions normally stipulate that arbitration hearings will be held during duty hours and provide full pay to participants:

(261) Arbitration hearings will normally be held on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be on administrative leave if they would otherwise be in a duty status.

(2) The arbitration hearing(s) shall be held during the regular day shift work hours of the basic work week of Monday through Friday, and all employee representatives, appellants and witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings unless the employee's regular tour of duty is other than day shift.

(23) ... All personnel actively participating in the (arbitration) hearing shall be given official work time without charge to leave.

– FOOTNOTES –

[1]In 1971, the Civil Service Commission reported that six organizations accounted for almost 90 percent of Federal employees in exclusive units as follows:

Employee organization	*Federal employees covered*
American Federation of Government Employees (AFL-CIO)	606,391
National Federation of Federal Employees (Ind.)	106,881
National Association of Government Employees (Ind.)	83,067
Metal Trades Councils (AFL-CIO)	61,046
National Association of Internal Revenue Employees (Ind.)	41,331
International Association of Machinists (AFL-CIO)	31,098

[2]*Collective Bargaining Agreements in the Federal Service, Late Summer, 1964,* Bulletin 1451 (Bureau of Labor Statistics, 1965).

[3]*Negotiation Impasse, Grievance, and Arbitration in Federal Agreements,* Bulletin 1661 (Bureau of Labor Statistics, 1970).

[4]See sections 2(e) and 18 of the Executive Order 11491 for a full explanation of those instances where a labor organization violates the Order.

Exclusive recognition is withdrawn where notice of violation is given to the Assistant Secretary and where noncompliance is found.

[5]S. U. S. C. 5542.

[6]The text only highlights certain promotional aspects. An appendix will contain a full clause, illustrating the abundance of detail that some clauses contain.

[7]See page 40 for reference to reduction-in-force and demotions.

[8]Executive Order 11491, dated October 29, 1969, Section 11(b).

[9]Executive Order 11491, October 29, 1969, Section 22, "Adverse Action Appeals."

[10]Executive Order 11348, April 20, 1967.

[11]Harry A. Donoian, "A new approach to setting the pay of Federal blue-collar workers," *Monthly Labor Review,* April 1969, pp. 30-34. This article provides a full description of the CFWS.

[12]Executive Order 11491, op., cit., Section 20.

[13]Richard R. Nelson and James L. Doster, "City employee representation and bargaining policies," *Monthly Labor Review,* November 1972, pp. 48-49.

[14]*Municipal Collective Bargaining Agreements in Large Cities,* Bulletin 1759 (Bureau of Labor Statistics, 1972), pp. 11-12.

[15]*Characteristics of Agreements Covering 1,000 Workers or More,* Bulletin 1784 (Bureau of Labor Statistics, 1973), table 10.

[16]According to the Federal Personnel Manual, Chapter 26, during a 1 year leave of absence for union business, seniority continues to accrue for the first 6 months and then is retained thereafter.

[17]Section 11(a).

[18]Executive Order 11491, Section 20. Note that Executive Order 11616, amending the earlier order, added the following to the above sentence; "except to the extent that the negotiating parties may agree to other arrangements which may provide that the agency will either authorize official time for up to 40 hours or authorize up to one-half the time spent in negotiations during

regular working hours, for a reasonable number of employees, which number normally shall not exceed the number of management representatives."

[19]Impasse procedures developed under Executive Order 10988 are discussed in two previous studies: BLS Bulletin 1451, pp. 52-56 and BLS Bulletin 1661, pp. 7-15.

[20]Bureau estimates, BLS Bulletin 1451, p. 55.

[21]Under Executive Order 11491, the use of factfinding committees having the power to make recommendations requires authorization of the Federal Service Impasses Panel.

[22]BLS Bulletin 1661, p. 11.

[23]Section 11(c).

[24]Section 14 of Executive Order 11491 was revoked by amendments to the Order in Executive Order 11616.

Appendix A. Identification of Clauses

Clause Number	*Agency, installation, and employee organization*
1	Housing and Urban Development, FHA Insuring Office-Newark, N.J. Federal Employees (NFFE) (Ind.)
2	Army, Tovele Army Depot–Tovele, Utah Machinist (IAM)
3	Veterans Administration Hospital–Lyons, N.J. Government, Federation (AFGE)
4	Air Force, Hickman AFB–Hawaii Government, Federation (AFGE)
5	Justice, Immigration and Naturalization Service, Central Office–Washington, D.C. Government, Federation (AFGE)
6	Navy, Naval Air Newark Facility–Quonset Point, R.I. (Directly affiliated local union)
7	Navy, Philadelphia Naval Shipyard–Philadelphia, Pa. Technical Engineers (AFTE)
8	Veterans Administration Center–Wadsworth, Kan. Federal Employees (NFFE) (Ind.)
9	Army, Frankford Arsenal–Philadelphia, Pa. Fire Fighters (IAFF)
10	Health, Education and Welfare, Social Security Administration, District Office–Oklahoma City, Okla. Government, Federation (AFGE)
11	Veterans Administration Hospital–American Lake, Wash. Government, Federation (AFGE)
12	Air Force, Hamilton AFB–Calif. Government, Association (NAGE)
13	Air Force, Warner Robins Air Material Area, Operations, Security Police Division, Robins AFB-Ga. Government, Federation (AFGE)
14	Army, Charleston Army Depot–North Charleston, S. C. Government, Federation (AFGE)
15	Defense, National Guard Bureau, Adjutant General–Colo. Federal Employees (NFFE) (Ind.)
16	Air Force, Davis-Monthan AFB–Ariz. Federal Employees (NFFE) (Ind.)
17	Navy, Naval Station–Adak, Alaska Government, Federation (AFGE)
18	Army, U.S. Military Academy–West Point, N.Y. Government, Federation (AFGE)
19	General Services Administration, Public Buildings Service, Washington, D.C. Government, Federation (AFGE)
20	Air Force, Andrews AFB–Washington, D.C. Government, Federation (AFGE)

21 . . . . . .Army, Tobyhanna Army Depot–Tobyhanna, Pa.
Government, Federation (AFGE)
22 . . . . . .Air Force, Hill AFB–Utah
Government, Federation (AFGE)
23 . . . . . .National Aeronautics and Space Administration, Langley Research Center, Langley Station–Hampton, Va.
Machinists (IAM)
24 . . . . . .Veterans Administration Hospital–Durham, N.C.
Government, Federation (AFGE)
25 . . . . . .National Aeronautics and Space Administration, Goddard Space Flight Center–Greenbelt, Md.
Metal Trades Council (MTC)
26 . . . . . .Veterans Administration Hospital–Salisbury, N.C.
Government, Federation (AFGE)
27 . . . . . .Army, Aberdeen Research Center–Aberdeen, Md.
Machinists (IAM)
28 . . . . . .Army, Picatinny Arsenal–Dover, N.J.
Government, Federation (AFGE)
29 . . . . . .Army, U.S. Army Training Center–Fort Leonard Wood, Mo.
Government, Association (NAGE) (Ind.)
30 . . . . . .Army, Rock Island Arsenal–Rock Island, Ill.
Machinist (IAM)
31 . . . . . .Air Force, Wright-Patterson AFB–Ohio
Machinists (IAM)
32 . . . . . .National Aeronautics and Space Administration, Langley Research Center–Hampton, Va.
Government, Federation (AFGE)
33 . . . . . .Navy, U.S. Naval Academy–Annapolis, Md.
Government, Federation (AFGE)
34 . . . . . .Small Business Administration, Central Office–Washington, D.C.
Government, Federation (AFGE)
35 . . . . . .Army, Atlanta Army Depot–Forest Park, Ga.
Government, Federation (AFGE)
36 . . . . . .Navy, Naval Ordnance Station, Louisville, Ky.
Machinists (IAM)
37 . . . . . .Army, U.S. Army Training Center (Infantry) and Fort Ord–Calif.
Government, Federation (AFGE)
38 . . . . . .Navy, Naval Air Newark Facility–Norfolk, Va.
National Operations Analysis Association (OAA) (Ind.)
39 . . . . . .Interior, Bureau of Mines, Pittsburgh Station–Pittsburgh, Pa.
Government, Federation (AFGE)
40 . . . . . .Navy, Naval Weapons Laboratory–Dahlgren, Va.
Government, Federation (AFGE)
41 . . . . . .Navy, Philadelphia Naval Shipyard–Philadelphia, Pa.
Fire Fighters (IAFF)
42 . . . . . .Veterans Administration Hospital–Louisville, Ky.
Government, Federation (AFGE)
43 . . . . . .Health, Education, and Welfare, Health Services and Mental Health Administration, U.S. Public Health Service Hospital–Boston, Mass
Government, Association (NAGE) (Ind.)
44 . . . . . .Veterans Administration Hospital–East Orange, N.J.
Federal Employees (NFFE) (Ind.)
45 . . . . . .Army, U.S. Army Training Center (Infantry)–Fort Jackson, S.C.
Federal Employees (NFFE) (Ind.)
46 . . . . . .General Services Administration, Regional Office–Albuquerque, N.M.
Government, Federation (AFGE)

47 . . . . . .Defense, Defense Supply Agency, Defense Contract Administration Services Region (excl. Milwaukee, Wisc.)–Chicago, Ill.
Government, Federation (AFGE)

48 . . . . . .Air Force, Carswell AFB–Tex.
Government, Federation (AFGE)

49 . . . . . .Air Force, Eielson AFB–Alaska
Government, Federation (AFGE)

50 . . . . . .Navy, Mare Island Naval Shipyard–Vallejo, Calif.
Metal Trade Council (MTC)

51 . . . . . .Army, Frankford Arsenal–Philadelphia, Pa.
Government, Association (NAGE) (Ind.)

52 . . . . . .Air Force, Langley AFB–Va.
Government, Association (NAGE)

53 . . . . . .Navy, Naval Submarine Base–New London, Groton, Conn.
Government, Association (NAGE) (Ind.)

54 . . . . . .Defense, Defense Supply Agency, Defense Contract Administration Services Region–Milwaukee, Wisc.
Government, Federation (AFGE)

55 . . . . . .Army, U.S. Army Missile and Munitions Center and School–Restone Arsenal, Ala.
Government, Federation (AFGE)

56 . . . . . .Navy, Naval Ship Engineering Center, Philadelphia Division–Philadelphia, Pa.
Metal Trades Council (MTC)

57 . . . . . .Navy, Naval Air Station–Lemoore, Calif.
Government, Federation (AFGE)

58 . . . . . .Defense, Defense Supply Agency, Defense Industrial Supply Center–Philadelphia, Pa.
Government, Federation (AFGE)

59 . . . . . .Navy, Marine Corps Air Station–Yuma, Ariz.
Federal Employees (NFFE) (Ind.)

60 . . . . . .Navy, Portsmouth Naval Shipyard–Portsmouth, N.H.
Government, Federation (AFGE)

61 . . . . . .Navy, Navy Public Works Center–Pensacola, Fla.
Machinists (IAM)

62 . . . . . .Defense, Defense Supply Agency, Defense Contract Administration Services Region–Philadelphia, Pa.
Government, Federation (AFGE)

63 . . . . . .Army, Headquarters, First U.S. Army, Fort George G. Meade–Md.
Government, Federation (AFGE)

64 . . . . . .Navy, Naval Explosive Ordnance Disposal Facility–Indian Head, Md.
Government, Federation (AFGE)

65 . . . . . .Treasury, Bureau of Engraving and Printing–Washington, D.C.
Graphic Arts (GAIU)

66 . . . . . .Navy, Supervisor of Shipbuilding, Conversion and Repair–Long Beach, Calif.
Metal Trades Council (MTC)

67 . . . . . .Navy, Portsmouth Naval Shipyard–Portsmouth, N.H.
Metal Trades Council (MTC)

68 . . . . . .Air Force, L.G. Hanscom Field–Mass.
Federal Employees (NFFE) (Ind.)

69 . . . . . .Veterans Administration Hospital–Hines, Ill.
Service Employees (SEIU)

70 . . . . . .Air Force, Vandenberg AFB–Calif.
Federal Employees (NFFE) (Ind.)

71 . . . . . .Agriculture, Pike National Forest, Colorado Springs–Colo.
Government, Federation (AFGE)

72 . . . . . .Agriculture, Southern Utilization Research and Development Division–New Orleans, La.
Federal Employees (NFFE) (Ind.)
73 . . . . . .Army, Tovele Army Depot–Tovele, Utah
Federal Employees (NFFE) (Ind.)
74 . . . . . .Commerce, Bureau of the Census, Census Operations Office–Jeffersonville, Ind.
Federal Employees (NFFE) (Ind.)
75 . . . . . .General Services Administration, Regional Office–Tucson, Ariz.
Federal Employees (NFFE) (Ind.)
76 . . . . . .Army, U.S. Army Finance Center–Indianapolis, Ind.
Government, Federation (AFGE)
77 . . . . . .Justice, Immigration and Naturalization Service, Associate Commissioner,
Management–Washington, D.C.
Government, Federation (AFGE)
78 . . . . . .Health, Education, and Welfare, Social Security Administration, Central Office
(Headquarters), Bureau of Retirement and Survivors Insurance–Baltimore, Md.
Government, Federation (AFGE)
79 . . . . . .Defense, Defense Supply Agency, Defense Construction Supply Center–Columbus, O.
Government, Federation (AFGE)
80 . . . . . .Air Force, Patrick AFB–Fla.
Government, Federation (AFGE)
81 . . . . . .Navy, Boston Naval Shipyard–Boston, Mass.
Government, Association (NAGE) (Ind.)
82 . . . . . .Army, U.S. Army School Center–Fort Benjamin Harrison, Ind.
Government, Federation (AFGE)
83 . . . . . .Defense, National Guard Bureau, Adjutant General–Md.
Government, Federation (AFGE)
84 . . . . . .Defense, National Guard Bureau, Commanding General–Calif.
Government, Association (NAGE) (Ind.)
85 . . . . . .Army, Fort Devens–Mass.
Government, Federation (AFGE)
86 . . . . . .Army, U.S. Army Transportaion Center and Fort Eustis–Newport News, Va.
Government, Association (NAGE) (Ind.)
87 . . . . . .Air Force, Ramey AFB–P.R.
Government, Federation (AFGE)
88 . . . . . .Veterans Administration Hospital (University Drive)–Pittsburgh, Pa.
Government, Federation (AFGE)
89 . . . . . .Justice, Immigration and Naturalization Service, Central Office–Washington, D.C.
Government, Federation (AFGE)
90 . . . . . .Navy, Naval Weapons Station–Charleston, S.C.
Government, Federation (AFGE)
91 . . . . . .Navy, Naval Construction Battalion Center, Port Hueneme, Calif.
Government, Association (NAGE) (Ind.)
92 . . . . . .Treasury, Internal Revenue Service, Louisville District–Louisville, Ky.
Internal Revenue Employees (NAIRE) (Ind.)
93 . . . . . .Treasury, Internal Revenue Service, Phoenix District–Phoenix, Ariz.
Internal Revenue Employees (NAIRE) (Ind.)
94 . . . . . .Navy, Portsmouth Naval Shipyard, Portsmouth, N.H.
Technical Engineers (AFTE)
95 . . . . . .General Services Administration, Public Buildings Service–Washington, D.C.
Government, Federation (AFGE)
96 . . . . . .Transportation, Area Manager–Wake Island.
Electrical Workers (IBEW)
97 . . . . . .Army, Quartermaster Center and Fort Lee–Fort Lee, Va.
Government, Federation (AFGE)

98 . . . . . .Small Business Administration Central Office–Washington, D.C.
Government, Federation (AFGE)
99 . . . . . .Air Force, Wright-Patterson AFB–Ohio
Machinists (IAM)
100 . . . . . .Labor-Washington, D.C.
Government, Federation (AFGE)
101 . . . . . .Navy, Naval Weapons Station–Yorktown, Va.
Laborers (LIUNA)
102 . . . . . .Air Force, Keesler AFB–Miss.
Government, Federation (AFGE)
103 . . . . . .Commerce, National Weather Service, Multi-Regional
Government, Association (NAGE) (Ind.)
104 . . . . . .Navy, Naval Air Station–Quonset Point, R.I.
Government, Association (NAGE) (Ind.)
105 . . . . . .Veterans Administration Hospital–West Haven, Conn.
Government, Federation (AFGE)
106 . . . . . .General Services Administration, Public Buildings Service–Washington, D.C.
Machinists (IAM)
107 . . . . . .Navy, Marine Corps Air Station–Cherry Point, N.C.
Government, Federation (AFGE)
108 . . . . . .Navy, Naval Training Center–San Diego, Calif.
Fire Fighters (IAFF)
109 . . . . . .Air Force, Anderson AFB–Guam
Government, Federation (AFGE)
110 . . . . . .General Services Administration, Region 3, Public Buildings Service–Baltimore, Md.
Government, Federation (AFGE)
111 . . . . . .Interior, National Park Service, Colonial National Historical Park–Yorktown, Va.
Government Association (NAGE) (Ind.)
112 . . . . . .Navy, Naval Air Station, Oceana–Virginia Beach, Va.
Metal Trades Council (MTC)
113 . . . . . .Air Force, Luke AFB–Ariz.
Government, Federation (AFGE)
114 . . . . . .Veterans Administration Hospital–Tomah, Wisc.
Government, Federation (AFGE)
115 . . . . . .Army, Headquarters Fort Greely–Fort Greely, Alaska
Government, Federation (AFGE)
116 . . . . . .Army, U.S. Army Engineer District–Nashville, Tenn.
Electrical Workers (IBEW)
117 . . . . . .Navy, Naval Ordnance Laboratory–White Oak, Md.
Government, Federation (AFGE)
118 . . . . . .Navy, Naval Hospital–San Diego, Calif.
Government, Federation (AFGE)
119 . . . . . .Air Force, Brooks AFB–Tex.
Fire Fighters (IAFF)
120 . . . . . .Navy, Norfolk Naval Shipyard–Portsmouth, Va.
Metal Trades Council (MTC)
121 . . . . . .Defense, Defense Supply Agency, Defense Contract Administration Services Region–
Boston, Mass.
Government, Association (NAGE) (Ind.)
122 . . . . . .Treasury, Internal Revenue Service, Mid-Atlantic Service Center–Philadelphia, Pa.
Internal Revenue Employees (NAIRE) (Ind.)
123 . . . . . .Army, U.S. Army Armor Center–Fort Knox, Ky.
Government, Federation (AFGE)

124 . . . . . .Veterans Administration Hospital–Castle Point, N.Y.
Federal Employees (NFFE) (Ind.)
125 . . . . . .Health, Education, and Welfare, National Institutes of Health–Bethesda, Md.
Government, Federation (AFGE)
126 . . . . . .Transportation, Federal Aviation Administration, Flight Services Station–Wichita Falls, Tex.
Government, Association (NAGE) (Ind.)
127 . . . . . .Interior, Bonneville Power Administration–Portland, Ore.
Columbia Power Trades Council (CPTC)
128 . . . . . .Navy, Marine Corps Supply Center–Barstow, Calif.
Government, Federation (AFGE)
129 . . . . . .General Services Administration, Public Buildings Service–Washington, D.C.
Government, Federation (AFGE)
130 . . . . . .Air Force, Elmendorf AFB–Alaska
Government, Federation (AFGE)
131 . . . . . .Defense, U.S. Armed Forces Institute–Madison, Wisc.
Government, Federation (AFGE)
132 . . . . . .Treasury, Bureau of Engraving and Printing, Non-craft employees, Washington, D.C.
Machinists (IAM)
133 . . . . . .Navy, Navy Commissary Store–Jacksonville, Fla.
Government, Federation (AFGE)
134 . . . . . .Commerce, National Ocean Survey–Rockville, Md.
Marine Engineers (MEBA)
135 . . . . . .Air Force, Hickam AFB–Hawaii
Electrical Workers (IBEW)
136 . . . . . .Army, U.S. Army Flight Training Center and Fort Stewart–Ga.
Government, Federation (AFGE)
137 . . . . . .Navy, Naval Torpedo Station, Keyport, Wash.
Metal Trades Council (MTC)
138 . . . . . .Treasury, Internal Revenue Service, Baltimore District, Baltimore, Md.
Internal Revenue Employees (NAIRE)(Ind.)
139 . . . . . .Smithsonian, National Zoological Park Police, Washington, D.C.
Government, Federation (AFGE)
140 . . . . . .Transportation, United States Coast Guard Supply Depot, Boston, Mass.
Government, Association (NAGE) (Ind.)
141 . . . . . .United States Information Agency, Washington, D.C.
Government, Federation (AFGE) (Local 1812)
142 . . . . . .Air Force, L. G. Hanscom Field, Bedford, Mass.
Government, Association (NAGE) (Ind.)
143 . . . . . .Veterans Administration Hospital, Northampton, Mass.
Government, Association (NAGE) (Ind.)
144 . . . . . .Veterans Administration Hospital, Topeka, Kans.
Government, Association (NAGE) (Ind.)
145 . . . . . .Navy, Naval Air Rework Facility, Norfolk, Va.
Machinists (IAM)
146 . . . . . .Navy, Naval Air Station, North Island, San Diego, Calif.
Government, Federation (AFGE)
147 . . . . . .National Aeronautics and Space Administration, Kennedy Space Center, Fla.
Government, Federation (AFGE)
148 . . . . . .Defense, National Guard Bureau, Adjutant General, Mich.
Government, Association (NAGE) (Ind.)
149 . . . . . .Air Force, Beale Air Force Base, Marysville, Calif.
Government, Federation (AFGE)
150 . . . . . .Navy, Naval Ammunition Depot, Oahu, Hawaii
Government, Federation (AFGE)

151 . . . . . .Army, Mobile District Corps of Engineers, Mobile, Ala.
Maritime (NMU)
152 . . . . . .Health, Education, and Welfare, Social Security Administration, BDPA Punching and Verifying Field Installation, Wilkes-Barre, Pa.
Government, Federation (AFGE)
153 . . . . . .Defense, Defense Supply Agency, Defense Depot, Memphis, Tenn.
Government, Federation (AFGE)
154 . . . . . .General Services Administration, Region 7, Fort Worth, Tex.
Government, Federation (AFGE)
155 . . . . . .Navy, Naval Air Station, Whidbey Island, Oak Harbor, Wash.
Government, Federation (AFGE)
156 . . . . . .Army, Fort Riley, Kans.
Government, Federation (AFGE)
157 . . . . . .Interior, Bureau of Indian Affairs, Pierre Agency, Pierre, S. Dak.
Federal Employees (NFFE) (Ind.)
158 . . . . . .Army, Rock Island Arsenal, Rock Island, Ill.
Federal Employees (NFFE) (Ind.)
159 . . . . . .Treasury, Internal Revenue Service, Providence District, Providence, R.I.
Internal Revenue Employees (NAIRE) (Ind.)
160 . . . . . .Air Force, Grand Forks Air Force Base, Mekinock, N. Dak.
Federal Employees (NFFE) (Ind.)
161 . . . . . .Navy, U.S. Marine Corps Air Station, Kaneohe Bay, Oahu, Hawaii
Government, Federation (AFGE)
162 . . . . . .Health, Education, and Welfare, Public Health Service Hospital, Baltimore, Md.
Federal Employees (NFFE) (Ind.)
163 . . . . . .Navy, Naval Air Station, Brunswick, Me.
Government, Association (NAGE) (Ind.)
164 . . . . . .Air Force, McGuire Air Force Base, N.J.
Government, Federation (AFGE)
165 . . . . . .Air Force, Kelly Air Force Base, Tex.
Government, Federation (AFGE)
166 . . . . . .Navy, Naval Weapons Center, China Lake, Calif.
Metal Trades Council (MTC)
167 . . . . . .Navy, Naval Supply Center, Charleston, S. C.
Metal Trades Council (MTC)
168 . . . . . .Army, Oakland Army Base, Oakland, Calif.
Federal Employees (NFFE) (Ind.)
169 . . . . . .Navy, Shipbuilding, Conversion and Repair, Long Beach, Calif.
Technical Engineers (AFTE)
170 . . . . . .Interior, Geological Survey, Publications Division, Washington, D.C.
Graphic Arts (GAIU)
171 . . . . . .Air Force, Laredo Air Force Base, Laredo, Tex.
Government, Federation (AFGE)
172 . . . . . .Navy, Naval District, Washington, D.C.
Metal Trades Council (MTC)
173 . . . . . .Navy, Naval Air Station, Chase Field, Beeville, Tex.
Government, Federation (AFGE)
174 . . . . . .Air Force, Fighter Group, Duluth International Airport, Duluth, Minn.
Government, Federation (AFGE)
175 . . . . . .Army, U.S. Army Engineer District, Savannah, Ga.
Government, Federation (AFGE)
176 . . . . . .Navy, Norfolk Naval Shipyard, Portsmouth, Va.
Government, Federation (AFGE)

177 .....Air Force, McClellan Air Force Base–Sacramento, Calif.
Nurses Association (ANA) (Ind.)
178 .....Transportation, Coast Guard Base–Boston, Mass.
Government, Association (NAGE) (Ind.)
179 .....Navy, Norfolk Naval Shipyard–Portsmouth, Va.
Technical Engineers (AFTE)
180 .....Defense, Defense General Supply Center–Richmond, Va.
Government, Federation (AFGE)
181 .....Veterans Administration Hospital–Oteen, N.C.
Government, Federation (AFGE)
182 .....Air Force, McClellan Air Force Base, Sacramento, Calif.
Technical Skills Association (TSA) (Ind.)
183 .....Health, Education, and Welfare, Social Security Administration, District Office, St. Petersburg, Fla.
Government, Federation (AFGE)
184 .....Army, Tobyhanna Army Depot, Tobyhanna, Pa.
Government, Federation (AFGE)
185 .....Army, U.S. Army Engineer District, Memphis, Tenn.
Maritime (NMU)
186 .....Air Force, Sheppard Air Force Base, Tex.
Government, Federation (AFGE)
187 .....Defense, Defense Supply Agency, Defense Depot, Mechanicsburg, Pa.
Laborers (LIUNA)
188 .....Army, Services Center for the Armed Forces, Fort McNair, Washington, D.C.
Laborers (LIUNA)
189 .....Health, Education, and Welfare, Social Security Administration, District Office, Miami Beach, Fla.
Government, Federation (AFGE)
190 .....Navy, Navy Commissary Store, Charleston, S. C.
Metal Trades Council (MTC)
191 .....Navy, Charleston Naval Shipyard, Charleston, S. C.
Government, Federation (AFGE)
192 .....Navy, Naval Air Station, Jacksonville, Fla.
Machinists (IAM)
193 .....Navy, Naval Research Laboratory, Washington, D.C.
Metal Trades Council (MTC)
194 .....Treasury, Bureau of Printing and Engraving, Craft Employees, Washington, D.C.
Machinists (IAM)
195 .....Navy, Naval Ordnance Laboratory, White Oak, Md.
Metal Trades Council (MTC)
196 .....Navy, Puget Sound Naval Shipyard, Bremerton, Wash.
Metal Trades Council (MTC)
197 .....Interior, Bureau of Reclamation, Grand Coulee Dam, Operations Office, Wash.
Columbia Basin Trades Council
198 .....Navy, Naval Air Rework Facility, Cherry Point, N. C.
Machinists (IAM)
199 .....Veterans Administration Hospital, Wilkes-Barre, Pa.
Government, Federation (AFGE)
200 .....Veterans Administration Hospital, Bronx, N.Y.
Government, Federation (AFGE)
201 .....Army, U.S. Army Administration Center, St. Louis, Mo.
Government, Federation (AFGE)
202 .....Air Force, Andrews Air Force Base, Washington, D.C.
Government, Federation (AFGE)

203 . . . . . .Army, Area Support Service Offices, Schofield Barracks and Fort Shafter, Hawaii
Machinists (IAM)

204 . . . . . .Air Force, Warner Robins Air Material Area, Appropriated Funds Employees, Robins AFB, Ga.
Government, Federation (AFGE)

205 . . . . . .Justice, Federal Prison Service, Washington, D.C.
Government, Federation (AFGE)

206 . . . . . .Navy, Naval Air Rework Facility, San Diego, Calif.
Aeronautical Examiners (AAE) (Ind.)

207 . . . . . .Veterans Administration Hospital, Beckley, W. Va.
Government, Federation (AFGE)

208 . . . . . .Health, Education and Welfare, Public Health Service Hospital, Norfolk, Va.
Government, Federation (AFGE)

209 . . . . . .Defense, Defense Supply Agency, Defense Depot, Tracy, Calif.
Laborers (LIUNA)

210 . . . . . .Air Force, McClellan AFB, Sacramento, Calif.
Government, Federation (AFGE)

211 . . . . . .Air Force, Barksdale AFB, La.
Government, Federation (AFGE)

212 . . . . . .Veterans Administration Hospital, Fort Meade, S. Dak.
Government, Federation (AFGE)

213 . . . . . .Interior, Bureau of Indian Affairs, San Carlos Irrigation Project, Coolidge, Ariz.
Federal Employees (NFFE) (Ind.)

214 . . . . . .Veterans Administration Hospital, Little Rock, Ark.
Government, Federation (AFGE)

215 . . . . . .Navy, Naval Ship Engineering Center, Philadelphia Division, Philadelphia, Pa.
Technical Engineers (AFTE)

216 . . . . . .National Labor Relations Board, General Counsel, Clerical Unit, Washington, D.C.
National Labor Relations Board Union (NLRBU) (Ind.)

217 . . . . . .Defense, Defense Supply Agency, Defense Depot, Ogden, Utah
Government, Federation (AFGE)

218 . . . . . .Air Force, Tinker AFB, Oklahoma City, Okla.
Government, Federation (AFGE)

219 . . . . . .Health, Education, and Welfare, Food and Drug Administration, District Office, Chicago, Ill.
Government, Federation (AFGE)

220 . . . . . .Justice, Office of the U.S. Marshal, Brooklyn, N.Y.
Government, Federation (AFGE)

221 . . . . . .Army, Fort Shafter, and Schofield Barracks Area Transportation Motor Pools, Hawaii
Metal Trades Council (MTC)

222 . . . . . .Army, U.S. Army Engineer Topographic Production Center, Washington, D.C.
Graphic Arts (GAIU)

223 . . . . . .Veterans Administration Hospital, Batavia, N.Y.
Government, Federation (AFGE)

224 . . . . . .Treasury, Bureau of Printing and Engraving, Washington, D.C.
Government, Federation (AFGE)

225 . . . . . .Commerce, Maritime Administration, Western Region, San Francisco, Calif.
Seafarers (SIU)

226 . . . . . .Health, Education, and Welfare, Social Security Administration, District Office, Macon, Ga.
Government, Federation (AFGE)

227 . . . . . .Defense, Defense Contract Administration Services District, Twin Cities, Minn.
Federal Employees (NFFE) (Ind.)

228 . . . . . .General Services Administration, Region 10, Boise, Idaho,
Federal Employees (NFFE) (Ind.)

229 . . . . . .Office of Economic Opportunity, Headquarters Office, Washington, D.C.
Government, Federation (AFGE)
230 . . . . . .General Services Administration, Region 1, Hartford, Conn.
Government, Federation (AFGE)
231 . . . . . .Veterans Administration, V.A. Center, Mountain Home, Tenn.
Government, Federation (AFGE)
232 . . . . . .Navy, Naval Air Station, Barbers Point, Hawaii
Government, Federation (AFGE)
233 . . . . . .Army, Infantry Board, Fort Benning, Ga.
Government, Federation (AFGE)
234 . . . . . .Veterans Administration Hospital, Murfreesboro, Tenn.
Government, Federation (AFGE)
235 . . . . . .Interior, Bureau of Reclamation, Rio Grande Project, El Paso, Tex.
Electrical Workers (IBEW)
236 . . . . . .Treasury, U.S. Assay Office, New York, N.Y.
Government, Federation (AFGE)
237 . . . . . .Army, Natick Laboratories, Natick, Mass.
Government, Association (NAGE) (Ind.)
238 . . . . . .Interior, Bureau of Indian Affairs, Flandreau Indian School, Flandreau, S. Dak.
Federal Employees (NFFE) (Ind.)
239 . . . . . .Interior, Bureau of Indian Affairs, Flathead Irrigation Project, St. Ignatius, Mont.
Federal Employees (NFFE) (Ind.)
240 . . . . . .Army, Letterkenny Army Depot, Chambersburg, Pa.
Government, Federation (AFGE)
241 . . . . . .Veterans Administration Hospital, Richmond, Va.
Government, Federation (AFGE)
242 . . . . . .Army, Engineer District, Vicksburg, Miss.
Maritime (NMU)
243 . . . . . .Air Force, Homestead AFB, Fla.
Federal Employees (NFFE) (Ind.)
244 . . . . . .Smithsonian, National Zoological Park, Washington, D.C.
Government, Federation (AFGE)
245 . . . . . .Treasury, Internal Revenue Service, Midwest Service Center, Kansas City, Mo.
Internal Revenue Employees (NAIRE) (Ind.)
246 . . . . . .Veterans Administration Hospital, Houston, Tex.
Government, Federation (AFGE)
247 . . . . . .Interior, Bureau of Indian Affairs, Yakima Agency, Toppenish, Wash.
Federal Employees (NFFE) (Ind.)
248 . . . . . .National Labor Relations Board, General Counsel, Field Office Professional Employees, Washington, D.C.
National Labor Relations Board Union (NLRBU) (Ind.)
249 . . . . . .National Aeronautics and Space Administration, George C. Marshall Center, Huntsville, Ala.
Government, Federation (AFGE)
250 . . . . . .Agriculture, Idaho State Agricultural Stabilization and Conservation Service, Boise, Idaho
Federal Employees (NFFE) (Ind.)
251 . . . . . .Air Force, Travis AFB, Calif.
Government, Federation (AFGE)
252 . . . . . .Treasury, Internal Revenue Service, Nashville District, Nashville, Tenn.
Internal Revenue Employees (NAIRE) (Ind.)
253 . . . . . .Transportation, Federal Aviation Administration, Buffalo Flight Standards Service–N. Y.
Government, Association (NAGE) (Ind.)
254 . . . . . .Labor–Field Offices–Washington, D.C.
Government Federation (AFGE)

255 . . . . . .Army, Mobile District, Corps of Engineers–Mobile, Ala.
Government, Federation (AFGE)
256 . . . . . .Navy, Naval Air Station–Brooklyn, N.Y.
Government, Federation (AFGE)
257 . . . . . .Navy, Naval Supply Center–Oakland, Calif.
Operating Engineers (IUOE)
258 . . . . . .Navy, Naval Supply Center–Charleston, S.C.
Government, Federation (AFGE)
259 . . . . . .Navy, Naval Inactive Ship Maintenance Facility–Orange, Tex.
Government, Federation (AFGE)
260 . . . . . .Air Force, McChord AFB–Wash.
Government, Federation (AFGE)
261 . . . . . .Commerce, Personal Census Services Branch–Pittsburg, Kan.
Government, Federation (AFGE)

Appendix B. Selected Contract Provisions

From the agreement between
National Aeronautical Space Center
John F. Kennedy Space Center,
Kennedy Space Center, Florida and
American Federation of Government Employees (AFGE)

PROMOTIONS

(a) The employer and the union agree that the basic intent of the NASA Merit Promotion Plan is to insure promotional opportunities to the best qualified employees available who can contribute most effectively to the Center's mission. The Merit Promotion Plan will be applied with fairness and equity in a manner which will continually improve the efficiency and morale of the work force.

(b) The employer agrees to fill vacant positions on the basis of merit, fitness and overall qualifications and to maintain a career service which affords maximum opportunity for continuity of employment and optimum utilization of employee skills.

(c) The employer agrees to conform to appropriate Civil Service Commission and agency regulations and directives in effecting such competitive or noncompetitive actions as promotions, reassignments, changes to lower grade, transfers, or re-employment.

(d) The employer will furnish the union with a copy of each merit promotion announcement issued.

(e) The employer agrees that copies of all merit promotion announcements will be distributed to all organizational elements and posted in the Personnel Office to assure that all employees are informed on a timely basis of promotion opportunities available throughout the Center. Such announcements must be posted on organizational bulletin boards a minimum of five workdays before the closing date of the announcement. If there are no organizational bulletin boards the announcement shall be promptly circulated among all employees within each organizational element a minimum of five workdays before the closing date of the announcement. Information regarding open announcements will be publicized in each edition of the KSC Bulletin as long as the announcement is still open and such bulletins will be posted on the Center's Official Bulletin Boards.

(f) The employer agrees to implement the promotion plan in accordance with all applicable existing or future rules or regulations and directives issued by the agency and/or Civil Service Commission and the provisions of this agreement.

(g) The employer agrees to confer with the union on proposed modifications of the NASA Merit Promotion Plan. If subsequent modifications of such plan necessitate any changes in the provisions of this agreement, such changes, if within local discretionary authority, will not be implemented without prior negotiation with the union.

(h) If an employee in the unit is detailed or temporarily promoted for thirty (30) days or more, such information will be made available to the union upon request.

(i) Supervisors will submit appropriate documentation for inclusion in the employee's personnel record when the employee is detailed to duties other than his own for a period in excess of 30 days. An employee detailed for 30 days or less may, at his request, have the detail noted on the Employee-Record Card maintained by his organization.

(j) When an employee is temporarily promoted, he shall receive the pay applicable to the higher position commencing with the effective date of the temporary promotion as required by Federal regulations.

(k) In accordance with applicable regulations, an employee who receives a temporary promotion to a higher level position, and who upon demotion does not retain the highest salary based on the highest previous rate rule, will not lose any of the waiting period for a periodic step increase in his regular grade.

(l) Eligibility of candidates will be based on minimum commission standards and the order of consideration of applicants for positions within the unit of recognition will be in accordance with the criteria set forth below:

a. Initial area of consideration under the Merit Promotion Plan is established as Kennedy Space Center, and only

when advertising within the Center does not provide at least four highly qualified candidates will the area of consideration be extended. Voluntary applications under the Merit Promotion Plan from outside the Center, but within NASA, shall be treated as if they were in the minimum area of consideration for the position for which filed. Applications will be retained for a period of 6 months and then returned to the applicant to update and resubmit if he desires continued consideration. When the area of consideration is extended, it will be done in the following sequence:

–Manned Space Flight Organization
–Other NASA Organizations

b. Rating candidates will be accomplished by a personnel representative for grades GS-1 through GS-6. Higher grades will be rated by a panel of three consisting of: one personnel representative; one member of the gaining primary organization (other than the selecting supervisor) who is at least one grade higher than the vacancy being considered, if available; and one subject matter specialist from another organization who is at least one grade higher than the vacancy being considered, if available. One of the members other than the personnel representative may be nominated by the union subject to approval of the personnel officer. Each member will carry full voting rights and will hold panel actions in confidence. Ranking criteria shall include experience (general and specialized), education, training, supervisory appraisal, awards and self-development. Number of years in Civil Service will be used as tie-breakers. Criteria must be within the provisions of the NASA Merit Promotion Plan before they may be used. They shall be equitably administered by each panel. Only in the case of newly established positions will written tests be required (as approved by the Civil Service Commission) since experience and evaluation of past performance provides a more reliable means of measuring skills, abilities and potential capacity than do written tests. The Professional Staffing and Examining Branch, Personnel Office, will advise the union president (or subordinate officers in the order of their availability) of pending announcements and the names of selecting officials immediately upon receipt of official information that a vacancy announcement will be required. The union has the right to recommend for the selecting officials' consideration ranking criteria and weights to be assigned to each factor. The recommendation or a statement of "no input" must be submitted in writing to the selecting official within three(3) working days. Selecting officials must document their reasons in Merit Promotion Plan records whenever Union recommendations are not accepted.

The Personnel Office will refer the best qualified candidates, in no case more than 10, to the selecting official and require specific reasons for selection and non-selection be documented by the selecting official.

Selecting officials or their designees will make every effort to interview (at least telephonically) each of the best qualified referrals. Selections shall be made by the immediate supervisor of the position being filled with the concurrence of the next higher level of supervision. Fully documented reasons for selection shall be made a part of the promotion file.

An employee will be informed upon request:

–Whether he was considered for promotion in a specific vacancy
–Whether he was eligible
–Whether he was among the best qualified
–Who was selected
–In which areas, if any, he should improve himself to better his chances for future promotion.

The employer agrees that adequate determination and justification will be made prior to issuance of a Merit Promotion announcement for positions within the unit, and that the announcement will not be cancelled anytime without adequate justification. The employer will notify the union in writing the reason the position was cancelled.

An established list of ten or more highly qualified candidates resulting from a merit promotion plan vacancy announcement will be used to fill one or more concurrent position vacancies within the Center unless special skills and knowledge essential to successful performance in a specific position are identified by the appropriate supervisor and agreed to by the Personnel Officer as warranting more than one announcement.

The employer agrees that selections under a Merit Promotion announcement for a vacancy within the unit usually will be made within 30 working days from the date of the Merit Promotion Plan certificates. The selected individual's name will be announced in the KSC Bulletin.

The employer agrees that all employees determined to be not qualified, or qualified for announced positions but not included on the best qualified list, will be notified of their status no later than five (5) working days after the rating panel has completed its review action.

A person who is detailed or assigned to a higher graded position or one with known promotion potential will not be promoted or reassigned to that position without selection under the Merit Promotion Plan competitive procedures.

Qualification requirements on Merit Promotion announcements will not be tailored to fit an individual.

Evaluation and consideration by selecting supervisors of candidates on the best qualified lists submitted to them by the Personnel Office will be based mainly on the official personnel folder records, and will be completed by results of the interview with the candidates and, if deemed necessary, by discussion with previous supervisors of the candidates.

The selecting supervisor will be allowed to reject a selection from the best qualified list submitted to him, when the list submitted to him was the result of proper consideration and determination under the Merit Promotion rules and regulations, unless he justifies his non-selection in writing to the Personnel Officer.

The employer agrees to send to the union copies of all the best qualified lists submitted to selecting supervisors on Merit Promotion announcements which were issued for a position in the unit, upon written request of the union.

Every Merit Promotion announcement issued will be for an actual vacancy that exists or is expected to occur and not for the purpose of conducting surveys.

When an employee has a complaint on a Merit Promotion action he may, unless precluded by rules and regulations, submit a complaint under the NASA or negotiated grievance procedures (within an allowable limit of 30 calendar days) or Equal Employment Opportunity complaint procedures (within an allowable limit of 15 calendar days), as appropriate.

If a member of the unit presents a complaint about a merit promotion action and the complaint meets the grievance procedure criteria, the complainant may, with or without his designated representative, examine the promotion certificate and the documented reasons for the selection made. The documented reasons for selection set forth by supervisor must identify the specific reasons which, in the opinion of the selecting supervisor, caused him to believe that the selected employee excelled the other employees considered for the position, such as: past performance or production records, awards received, experience, education or training, etc. In the event a formal grievance is submitted subsequently, appropriate grievance procedures will apply.

Supervisory appraisals and/or evaluations of past performance which were used or may be used in the current merit promotion process shall be shown to and discussed with the employee at his request. In such cases, the employee will initial and date the appraisal form (NASA Form 1419). The supervisor's assessment of the employee's potential for promotion will be made available as a part of formal grievance proceedings when it is pertinent to the specific grievance.

The employer agrees that if an employee was improperly or erroneously excluded from a merit promotion best-qualified list, the employee must be considered for the next appropriate vacancy.

The present procedure for selecting the best qualified candidates to fill vacant positions within the bargaining unit negotiated in conjunction with this Agreement will be reviewed by the employer and the union each six (6) months thereafter for the purpose of determining if the negotiated procedure insures a fair and equitable system of selecting the ten (10) best candidates.

Veterans and retired military personnel selected for employment in accordance with Civil Service Regulations will be accorded treatment consistent with the provisions of the Veterans' Preference Act, Civil Service Regulations and NASA Regulations.

In the event procedural, regulatory or program violations under the Merit Promotion Plan are identified and verified, appropriate corrective and/or disciplinary actions will be initiated in accordance with FPM Chapter 335, 6-4.

From the agreement between
Defense, Defense Depot Mechanicsburg, Pennsylvania and Laborers' International Union of North America (LIUNA)

REDUCTION-IN-FORCE

(a) The employer shall give the union as much advance notice as possible of impending reductions-in-force, the necessity and reasons therefore. The employer shall also inform the union of the general competitive levels affected and the probable number of positions affected in each level.

(b) The employer will recognize the bumping and retreat rights of all employees, including those on approved leaves of absence and will consider in accordance with existing rules and regulations, seniority, veteran's preference, and group and subgroup in cases of reduction-in-force notice. When an employee receives a reduction-in-force notice, he shall be permitted to review retention lists, including the temporary employee lists pertaining to all positions for which he is qualified. An employee so affected shall have the right to the assistance of the union when checking such lists. Upon request by the union, a copy of all initial lists used by CCPO for the reduction-in-force will be furnished to the union. It is mutually understood that such listings are not the official lists used to effect the reductions-in-force.

(c) Career or career-conditional employees separated by reduction-in-force will be given preference for returning from the reemployment priority list, to the extent that all governing regulations permit or require.

(d) Career or career-conditional employees on the reemployment priority list by reason of reduction-in-force action will be given priority consideration for placement in temporary positions for which they have indicated their availability. Within retention subgroups, seniority will be given prime consideration.

(e) Any permanent status employee who is separated because of a reduction-in-force action shall have his name entered on the rehiring list of temporary status employees and may accept temporary employment from such list. Acceptance of such position will not cause their name to be removed from the reemployment priority list.

(f) Vacant positions, for which recruitment is authorized and occupied temporary positions, will be filled to the maximum extent possible by the reassignment or change to lower grade of qualified employees to avoid separation by reduction-in-force.

From the agreement between
Veterans Administration Hospital
Wilkes-Barre, Pa. and
American Federation of
Government Employees (AFGE)

GRIEVANCE AND ARBITRATION

Grievance Procedures

The purpose of this article is to provide a mutually satisfactory method for the settlement of grievances and disputes between employee(s) and the employer. The following procedure is designed to provide an orderly and equitable means for resolving employee grievances. Accordingly, the union agrees to insure that when representing employees of the bargaining unit, no grievance will be taken or pursued outside the hospital without first having been brought to the attention of the Hospital Director. The employer and the union agree that it is intended that this grievance procedure will provide a means of resolving complaints and grievances at the lowest level possible. An employee may elect to use either the Union Negotiated Grievance Procedure or the Veterans Administration Procedure, but not both.

a. Nothing in this article shall be interpreted so as to require the union to represent an employee if the union considers the grievance to be invalid or without merit.

b. If at any step of the grievance procedure set forth herein the aggrieved employee decides to accept the decision rendered by the responsible official of the employer, the grievance shall be terminated. However, if the union feels that a significant issue of general application still requires resolution, the union may consult with the employer on the matter.

A grievance shall be defined as an employee's complaint or dissatisfaction concerning some aspect of the employment relationship or a working condition which is beyond the control of the employee or the union, but within the control of the employer with a request for adjustment of a management decision. This includes, but is not limited to, disputes over the interpretation and application of this agreement, or any law, regulation, rule or policy governing personnel practices or working conditions, suspensions of less than thirty (30) days and letters of reprimand or admonishment. Suspensions of less than 30 days and reprimands of physicians, dentists and nurses are excluded from this article.

Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The employer and the union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, his loyalty or desirability to the organization. The immediate supervisor shall maintain a healthy atmosphere in which the employee can speak freely and have a frank discussion of problems. All complaints will be given unprejudiced consideration.

Step 1

a. The grievance will be taken up by the aggrieved employee at the lowest appropriate supervisory level, normally with his immediate supervisor. This shall be done within fifteen (15) calendar days after receipt of an unfavorable administrative decision, or the date of occurrence of the event or action prompting the grievance. The employee may be represented by the Union Steward or a representative of his choice. The persons involved in the discussion will make an earnest effort to resolve this matter.

b. The supervisor shall make whatever investigation is necessary and shall give his answer orally to the aggrieved employee and the union representative within five (5) work days after the date of the discussion. It is expected that most grievances will be settled at this level.

c. If the aggrieved employee is dissatisfied with the decision of the supervisor, he may exercise his right to choose whether to pursue the grievance through the negotiated procedures as set forth in this article or through the Veterans Administration Procedure, but not both. An employee's appeal of a suspension of thirty (30) calendar days or less may be processed under this grievance procedure if the employee has not exercised his right to appeal to the Civil Service Commission on procedural grounds only.

d. If the employee elects to use the Veterans Administration Procedure, the union will have the right to have a representative present at any formal hearing held and to make the views of the union known under conditions set forth in applicable regulations.

e. The employee must complete this informal procedure before he may pursue the formal procedure as provided in Steps 2 and 3.

f. Arrangements for any meeting concerning the grievance will be made by the supervisor or acting supervisor of the aggrieved employee.

Step 2

a. If the employee elects to use the negotiated grievance procedure, the grievance shall be reduced to writing on the AFGE Local 1699 Grievance Form, and submitted to the Chief of Division or Service within five (5) working days after receipt of the Step 1 decision. The grievance

must be in sufficient detail to identify and clarify the basis for the grievance, and specify the relief requested by the employee.

b. The Chief of Division or Service will make such additional investigation as he considers necessary to develop the facts in the case. The Chief of Division or Service will discuss the matter with the employee and his union representative, if any, within ten (10) working days after receipt of the written grievance. The Chief of Division or Service may contact any employee whom he believes has a direct knowledge of the facts concerning the grievance. The Chief of Division or Service will submit his decision within five (5) working days after the discussion or in no event later than fifteen (15) working days after receipt of the written grievance. A written decision signed by the Chief of Division or Service will be given to the employee with a copy to the union. This reply shall contain the reasons used to substantiate his decision.

Step 3

a. If the Step 2 decision is unsatisfactory to the employee, he may then appeal the decision, in writing, to the Hospital Director within fifteen (15) calendar days after receipt of the Step 2 decision. The union may ask that the written request be supplemented by an oral presentation to the Hospital Director or his representative.

b. The Hospital Director will review the case based on the records and any oral presentation. His decision will be rendered, in writing, to the employee and to the union as soon as practicable. This reply shall contain the reasons used to substantiate his decision. The decision will be issued within fifteen (15) working days after receipt of the employee's written appeal.

If the decision of the Hospital Director is unsatisfactory to the employee and the union, the union with the employee's approval, may submit the grievance to arbitration or through the VA Hearing Procedure within thirty (30) calendar days after receipt of decision. A grievance which has been processed under one of these two options cannot be processed under the other option.

The time limits specified in this article may be extended by mutual agreement of the union president and the personnel officer or his designated representative, when extenuating circumstances exist.

If the employee is aggrieved of a matter, the solution of which is not within the authority of the immediate supervisor, the first and/or second steps of the grievance may be waived by mutual agreement of the aggrieved employee and the personnel officer or his representative. In such case, the grievance may be processed at the next appropriate step.

Grievances must be initiated by employees (either singly or jointly); they may not be initiated by the union except over the interpretation or application of the agreement. The union may, however, present a grievance on behalf of the employee or group of employees provided the employee or employees request the union to act for them and they are identified by name.

Allegations of unfair labor practices made in connection with an appeal or grievance will be processed under this grievance procedure.

Official time will be granted to the employee and his representative to prepare his formal grievance or appeal.

Arbitration

If the employer and the union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by the union within fifteen (15) calendar days after issuance of the employer's final decision, shall be submitted to arbitration. Arbitration will only be invoked with the approval of the individual employee or employees concerned.

Within five (5) working days from the date of the request for arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of a qualified arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then first the employer and then the union will each strike one arbitrator's name from the list on five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the employer and the union. The arbitration hearing will be held, if possible, on the employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be on official government time without charge to leave.

The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit. The decision of the arbitrator will be binding on both parties, except as provided in Section 5.

Either party may file an exception to the arbitrator's award with the Federal Labor Relations Council, under regulations prescribed by that authority. The Hospital Director may not file exceptions to the arbitrator's award without prior approval of the Chief Medical Director.

From the agreement between
Veterans Administration Hospital
Pittsburgh, Pa. and National
Alliance of Postal and Federal
Employees (NAPFE) (Ind.)

IMPASSE PROCEDURES

It is mutually agreed that an impasse occurs only after both parties have negotiated in good faith and after serious and diligent efforts are unable to reach agreement. When it has been determined that an impasse is reached, it shall be submitted to a joint fact-finding committee.

The committee shall consist of five members, two appointed by each party and these four members will select an additional member. However, if mutually agreeable to both parties, this committee shall consist of three members, one appointed by each party and these two members will select an additional member. All members of the committee must be employees of the hospital or officers of the Local 510, of NAPFE. No members of the negotiation committee shall serve on the fact-finding committee.

The issues in dispute will determine the amount of time to be granted the committee in securing facts. The parties will, upon submitting a disagreement to the fact-finding committee, set a specific date for the committee to report. Official duty time shall be allowed the committee for discharging its functions.

The committee shall, by inquiry, research, and conference ascertain the exact facts at the basis of the dispute and submit its findings, without recommendations, to the negotiating parties for consideration.

The parties will consider the facts submitted by the committee and will make at least one more effort to reach agreement within thirty days after receipt of the report. In the event the parties are still unable to reach agreement, negotiations on the disputed issue will terminate at the end of the thirty-day period. If fact-finding has not resulted in agreement, services of the Federal Mediation and Conciliation Service may be requested by either party. Such use shall be subject to the rules of FMCS.

If an impasse continues after mediation services, the dispute may be submitted by either party to the Federal Services Impasse Panel for its consideration, at its discretion, and under its regulations.

If in connection with negotiations an issue develops as to whether a proposal is contrary to law, regulations or Executive Order 11491, and, therefore is not negotiable, it may be referred by either party to Veterans Administration Central Office, Washington, D.C., for determination with subsequent appeal rights to the Federal Labor Relations Council. A copy of the contents of the referral will be furnished both parties.

From the agreement between
Defense, Defense Depot Tracy
Tracy, California and Laborers'
International Union of North
America (LIUNA)

SAFETY

Safety and Health

The employer shall provide and maintain safe working conditions, and the union will cooperate to that end and encourage the employees to work in a safe manner. The employer shall notify the union promptly of all serious (lost time) occupational accidents that occur.

No employee shall be required to work in areas where conditions exist that are unsafe or detrimental to health without proper personal protection equipment and safety devices to be furnished by the employer as provided in DSAR 1000.6 and DDTCM 1438-1.

No employee shall be required to engage in hazardous operations or operations where there is a high potential of injury or death as a result of the employee working alone. The union will be kept fully informed as to the operations or jobs ruled hazardous by the employer under this section.

During inclement weather, the employer will arrange adequate heated space indoors for lunch breaks in order that employees may eat or rest in comfort.

Protective clothing will be provided when determined necessary by the employer except for items which employees can reasonably be expected to provide at their own expense particularly in view of the regular duties which he is assigned or for which he was employed. Protective clothing will be supplied in accordance with DSA Regulation No. 1000.6. The employer agrees to reimburse employees who are required as a condition of their employment to obtain and wear safety shoes. Replacements will be limited to one pair of safety shoes per individual per year and will conform with MIL-S 41821 or its equivalent. The method and amount of reimbursement is outlined in DDTC Manual 1438.1a.

Each employee shall have the option to choose sick leave or the Bureau of Employee's Compensation in cases of occupational illness or injury. The employer will from time to time publish information to this effect so that the employees may be informed on appropriate procedures.

The employer shall assign employees to limited duty when such need is substantiated by a doctor's certificate and such work is available.

The employer agrees that positions will be filled with due regard for the physical capabilities or limitations of the applicants. Personnel of the depot will not be required to work beyond their physical capabilities. Determination of physical capabilities or limitations will be based upon a medical examination. Supervisors will grant female employees all due consideration when the job assignment requires excessive lifting. Work assignments of women will be within the guidelines forbidding discriminatory practices.

The employer agrees to appoint a regular and an alternate member to organizational safety committees who have been recommended by the union and are employees in the organization.

The employer agrees to maintain sanitary washrooms, lunch rooms and food services facilities on the depot. These facilities will be inspected on a regular basis by representatives of the employer. The employer and the union mutually agree to cooperate and maintain sanitary washroom facilities through mutual efforts to eliminate unsanitary conditions.

In the course of performing regular assigned duties, employees, supervisors, and union stewards are expected to be alert to observe any and all unsafe work practices, working conditions and equipment which represent hazards or unsafe conditions. If an unsafe action or condition is observed, the employee or union steward should report it immediately to the supervisor who will take immediate action to resolve the problem and correct the unsafe condition. Any matter which cannot be readily resolved will be referred by the union steward to the Division Chief. It is agreed that all parties, supervisors and union will obtain needed guidance from the Safety Division.

From the agreement between
Navy, Naval Air Reserve Training Unit,
Norfolk, Virginia and International
Association of Machinists and
Aerospace Workers (IAM)

SUBCONTRACTING

Contracting Out of Bargaining Unit Work

Decisions regarding contracting work out of the Unit and transfer of work within the Activity are areas of discretion of the employer and higher authority. In those matters wherein the employer has discretion, it will be the policy that work normally performed in the Unit will not be contracted out or assigned to employees not in the bargaining Unit, unless such work is beyond the capacity or capability of Unit employees to perform or if economic considerations or technological changes dictate that such work be performed outside the Unit. In this regard, the employer agrees to consult with the union concerning any work situation changes affecting employees in the Unit.

The employer will consult with the union concerning any work changes that will result in a reduction in force affecting employees in the Unit. Further, the employer will minimize displacement actions incurred by a reduction-in-force to the extent possible through reassignment, re-training, restricting in-hires and other actions that may be taken to retain career employees.

From the agreement between
Interior, Bureau of Indian Affairs,
San Carlos Irrigation Project,
Coolidge, Arizona and National
Federation of Federal Employees (NFFE) (Ind.)

WAGE SURVEY

ARTICLE I

Joint Wage Fact Finding Committee—General

Management at this installation and the union will form a Joint Wage Fact Finding Committee. This committee will consist of two members selected by management and two members selected by the union. One of the four members will be elected Chairman by the other three members each year, with chairmanship alternating between management and the union each year.

Duties of Joint Wage Fact Finding Committee

This committee will make annual surveys to determine prevailing rates of pay in the general vicinity of this installation for work which is similar to that of each Department of the Interior Wage Board classification represented at this installation. It is agreed that wage surveys will be conducted in accordance with Department of the Interior Manual instructions as follows:

> Personal interviews shall be used for collecting wage rate data except when unusual circumstances make such personal interviews impracticable. Correspondence shall be used in areas where personal interviews are not practical because (of) the distance of the project from the data sources or the amount of time and expense involved. Telephone inquiries may be made if necessary. Special

care should be taken on telephone surveys to assure that the persons being contacted understand the purpose of the surveys and that data for comparable jobs are obtained. Copies of standard job definitions should be sent when requesting wage rate data by correspondence. A form listing the pertinent labor classification should also be furnished to simplify the tabulation of data by the employer. Copies of pamphlets listing accurate wage rates, labor agreements, or similar published data should be obtained and used as supporting evidence, if available. The survey data should include the number of employees paid each rate for each classification, rate of overtime compensation, shift differentials, and other data pertinent to the subject. Basic wage rates are the primary consideration in determining prevailing rates. Other benefits received by outside employees should be included for review and comparison purposes. There are no limitations on the number of firms to be contacted or the amount of data collected. Greater prevailing rate accuracy is obtained by a thorough survey of representative employers in the area.

Beginning Date of Joint Wage Fact Finding Committee Survey

Annual wage surveys shall begin as early in March as new rates for Salt River Power District, to become effective for the District April 1, are determined. The Salt River Power District is the primary reference agreed upon by both management and union negotiating committees.

ARTICLE 2–PREVAILING RATE

Definition

It is agreed that in applying the prevailing rate principle as required by the Basic Agreement, "prevailing rate" is defined as the rate paid the largest number of employees (at sources contacted) doing similar work to labor classifications at this installation, in the general vicinity of this installation.

ARTICLE 3–ADDITIONAL LABOR CLASSIFICATION TITLES AND DEFINITIONS

Responsibility

If the work situation requires labor classification titles and definitions not specified by the Department of the Interior, it will be the responsibility of both parties to jointly prepare the needed definitions and recommend adoption by the Washington Office.

Limitation

Only those labor classification titles and definitions approved by the Washington Office will be utilized.

ARTICLE 4–WAGE CHANGES

Procedure

After the management and union negotiating committees have studied a wage survey conducted by the Joint Wage Fact Finding Committee and determined the prevailing rate for each approved labor classification, such rates will be recommended to the Area Director for approval.

Effective Date

Changes in rates of pay will take effect at the beginning of the first full two week pay period following approval by the Area Director.

Content and Timing

The Basic Agreement requires that both parties consider the need for revising existing rates of pay once in each period of 12 consecutive months, unless it is mutually agreed that such consideration is not necessary. However, no specific mention is made in the Basic Agreement relative to frequency of negotiations on matters other than rates of pay, or related administrative matters. Therefore, it is agreed that negotiable matters other than rates of pay may also be negotiated at the time of annual wage negotiations provided that the party desiring such negotiations specifically identifies such matters in writing to the other party at least 30 days prior to the date of annual wage negotiations.

ARTICLE 6–PAYMENT FOR WORK IN A HIGHER WAGE CLASSIFICATION

Provision and Procedure

When an employee in a lower wage classification is assigned the duties of a higher wage classification for eight (8) or more hours in a given pay period, he shall receive the difference between his base rate and the rate of the higher classification, in addition to his regular rate of pay for those hours worked at the higher classification. This will be accomplished by appropriate

entries on Time and Attendance Reports. It is agreed by both parties this method of payment for work at a higher wage classification will eliminate the need for dual appointments and, therefore, no dual appointments will be made.

ARTICLE 7–RATES NEEDED BETWEEN ANNUAL NEGOTIATIONS

Procedure

In the event the need arises between annual wage negotiations for one or more approved labor classifications not provided on the current wage schedule, the schedule may be augmented by such classifications at rates agreed upon by the management and union negotiating committees in special consultations, usually by telephone. This does not permit the interim changing of rates on the basic schedule between annual negotiations.

ARTICLE 8–RESCISSIONS

Supplementary Agreements Rescinded and Superseded

This supplementary agreement rescinds and supersedes any previous supplementary agreement(s).

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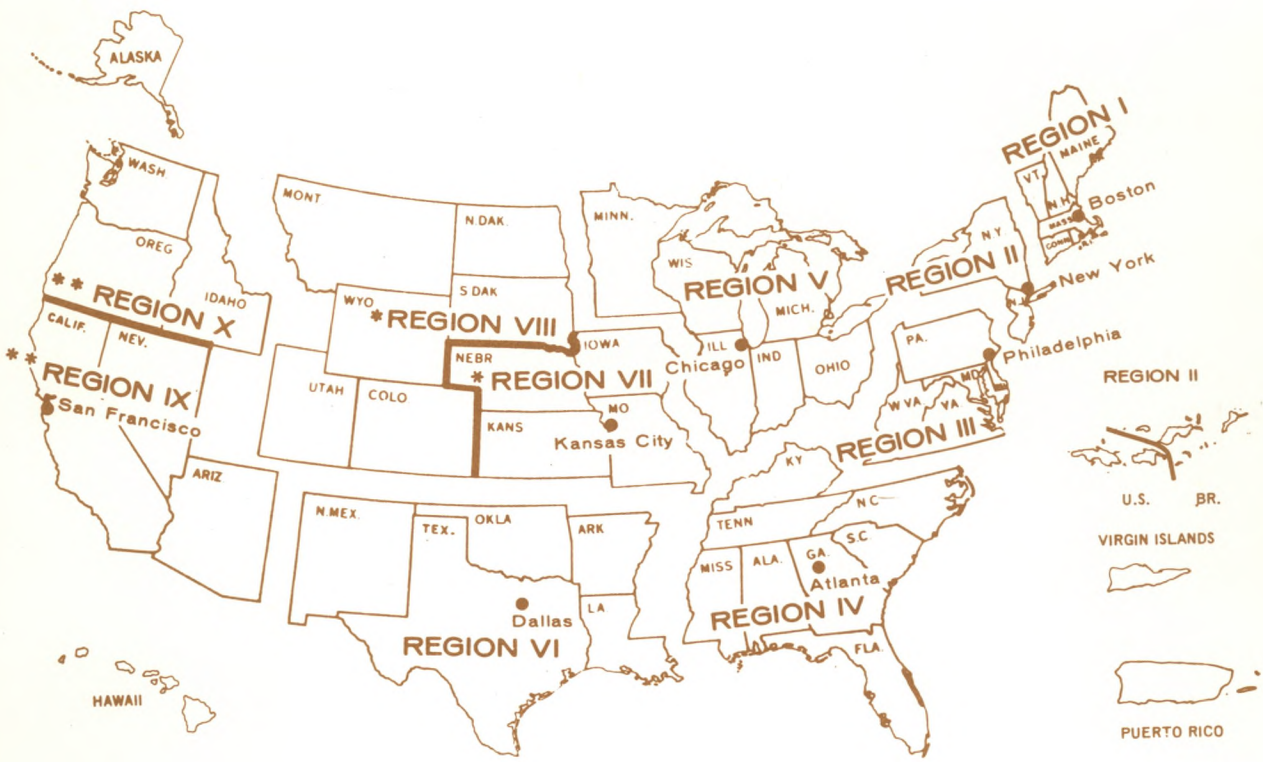

Region I
1603 JFK Federal Building
Government Center
Boston, Mass. 02203
Phone: 223-6762 (Area Code 617)

Region II
1515 Broadway
New York, N.Y. 10036
Phone: 971-5405 (Area Code 212)

Region III
P. O. Box 13309
Philadelphia, Pa. 19101
Phone: 597-1154 (Area Code 215)

Region IV
Suite 540
1371 Peachtree St., NE.
Atlanta, Ga. 30309
Phone: 526-5418 (Area Code 404)

Region V
8th Floor, 300 South Wacker Drive
Chicago, Ill. 60606
Phone: 353-1880 (Area Code 312)

Region VI
1100 Commerce St., Rm. 6B7
Dallas, Tex. 75202
Phone: 749-3516 (Area Code 214)

Regions VII and VIII *
Federal Office Building
911 Walnut St., 15th Floor
Kansas City, Mo. 64106
Phone: 374-2481 (Area Code 816)

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San Francisco, Calif. 94102
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