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**COLLECTIVE BARGAINING  
AGREEMENTS IN THE  
FEDERAL SERVICE,  
LATE SUMMER 1964**



UNITED STATES DEPARTMENT OF LABOR  
W. Willard Wirtz, Secretary  
BUREAU OF LABOR STATISTICS  
Ewan Clague, Commissioner



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## Preface

By late summer 1964, about 2½ years after the issuance of the President's Executive order establishing a uniform labor relations policy for the executive departments of the Federal Government, 209 formal collective bargaining agreements, covering about 600,000 Federal employees, had been negotiated under the terms of the order. For most of the agencies and several of the unions, collective bargaining was a new experience, and some of the first agreements simply recast the Executive order. Since the major terms of compensation and supplementary benefits for Federal workers are established by the Congress, the scope of bargaining with individual agencies can never be as wide as in private industry.

This study presents a detailed picture of the early results of bargaining in the Federal Service, as reflected in written agreements. Considering the pace at which union organization and collective bargaining are moving, the study soon may have historical interest mainly, but it will continue to serve as a base upon which the changes in collective bargaining can be measured.

The agreement clauses quoted in this study, identified by agency and union in an appendix, are not intended as model or recommended clauses. The classification and interpretation of clauses, it must be emphasized, do not necessarily reflect the understanding of the parties who negotiated the clauses. Minor editorial changes were made where necessary to enhance clarity and irrelevant parts were omitted where feasible.

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# Collective Bargaining Agreements in the Federal Service, Late Summer, 1964

## Chapter I. Introduction

Executive Order 10988, issued by President John F. Kennedy on January 17, 1962, established for the first time a uniform labor relations policy in the executive departments of the Federal Service, including the right to negotiate agreements.<sup>1</sup> The order followed closely the recommendations made by a special task force on November 30, 1961, appointed by the President on June 22, to advise him on employee-management relations in the Federal Government.<sup>2</sup> The task force, after an extensive survey, concluded that the "Federal Government has no Presidential policy on employee-management relations, or at least no policy beyond the barest acknowledgement that such relations ought to exist. Lacking guidance, the various agencies of the Government have proceeded on widely varying courses. Some have established extensive relations with employee organizations; most have done little; a number have done nothing. The task force is firmly of the opinion that in large areas of the Government we are yet to take advantage of this means of enlisting the creative energies of Government workers in the formulation and implementation of policies that shape the conditions of their work." The report went on to say: "The task force believes the time has come to establish a governmentwide Presidential policy which acknowledges the legitimate role which these organizations should have in the formulation and implementation of Federal personnel policies and practices."

The task force acknowledged that "the benefits to be obtained for employee organizations, while real and substantial, are limited" because "many of the most important matters affecting Federal employees are determined by Congress, and are not subject to unfettered negotiation by officials of the Executive Branch." For example, wages, perhaps the key issue in collective bargaining in private industry, are, in the Federal Service, set either by statute (such as the Classification Act) or are determined on the basis of prevailing rates of pay in comparable occupations in private employment in the area (for "wage board employees").<sup>3</sup> For all categories of employees, fringe benefits—e.g., retirement and insurance benefits, annual and sick leave, paid holidays—are uniformly applicable through legislation and regulations, and are thus not subject to negotiation. Agency regulations, however, such as those implementing the above practices, as well as seniority rights, grievance procedures, the methods of determining prevailing rates of pay for wage board employees, and other regulations, allow some scope to union negotiations.

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<sup>1</sup> See appendix A and B, respectively, for the text of the order and the "Standards of Conduct for Employee Organizations and Code of Fair Labor Practices in Employee-Management Cooperation in the Federal Service," issued pursuant to the order.

<sup>2</sup> Its members were Arthur J. Goldberg, Secretary of Labor, chairman; John W. Macy, Jr., Chairman, U.S. Civil Service Commission, vice chairman; David E. Bell, Director, Bureau of the Budget; J. Edward Day, Postmaster General; Robert F. McNamara, Secretary of Defense; and Theodore C. Sorenson, Special Counsel to the President.

<sup>3</sup> Salaries set by statute include those of the Classification Act, covering most professional, administrative, and clerical employees, the Postal Field Service, the Foreign Service, and the medical service of the Veterans Administration. They are payable on an annual basis. Wage board employees, excluded from the Classification Act for paysetting purposes only, are those in trades, crafts, and manual occupations. They are paid on a hourly basis.

It should be noted that statutory systems do not apply to employees in a number of agencies who are governed by separate pay systems. Among these agencies are the Tennessee Valley Authority and the Atomic Energy Commission. See table 3.

Union activity in the Federal Service, it should be emphasized, is not a recent development. Organizations of blue-collar workers in Government installations existed in the 1830's and 1840's and contributed to efforts to reduce daily hours of work to 10 and, subsequently, to 8. At the urgings of union leaders, Congress passed the first "prevailing wage" statute in 1861. Postal unions were founded in the 1880's and 1890's. As a result of growing union activity among Federal blue-collar workers, the International Association of Machinists, in 1904, chartered a separate division for such members, known as District 44. Four years later, a number of unions affiliated with the American Federation of Labor established the Metal Trades Department which was authorized to form local metal trades councils to coordinate representation and bargaining efforts and to resolve jurisdictional disputes among affiliates. A charter was granted that year to organizations at the Brooklyn Navy Yard.<sup>4</sup> The right of Federal employees to join unions and to petition Congress was established by the Lloyd-LaFollette Act of 1912, which stated in part:

(c) Membership in any society, association, club, or other form of organization of postal employees not affiliated with any outside organization imposing an obligation or duty upon them to engage in any strike, or proposing to assist them in any strike, against the United States, having for its objects among other things, improvements in the condition of labor of its members, including hours of labor and compensation therefor and leave of absence by any person or groups of persons in said postal service, or the presenting by any such person or groups of persons of any grievance or grievances to the Congress or any member thereof shall not constitute or be cause for reduction in rank or compensation or removal of such person or groups of persons from said service.

(d) The right of persons employed in the civil service of the United States, either individually or collectively, to petition Congress, or any member thereof, or to furnish information to either House of Congress, or to any committee or member thereof, shall not be denied or interfered with.

Although originally a rider to a Post Office appropriation bill, the act has, by extension, been held to apply to all Federal employees and the right of Federal employees to organize. It is still the only significant Federal statute protecting this right.

The first general union of civil servants, the National Federation of Federal Employees (NFFE), was formed in 1917 when the American Federation of Labor issued a charter to several directly affiliated local unions. Disagreement with the AFL over jurisdictional matters resulted in the withdrawal of the NFFE from the Federation in 1932. In the same year, local unions opposed to secession formed the American Federation of Government Employees (AFGE). Both unions are still in existence.

The President's task force found that in 1961 approximately one-third of all Federal employees were members of unions. This overall total, however, was largely influenced by postal unions which accounted for nearly 490,000 of the 762,000 members, and represented 84 percent of postal employment. Other agencies reporting a large proportion of organized employees were the Tennessee Valley Authority (82 percent of its employment), the St. Lawrence Seaway Development Corporation (80 percent), the Panama Canal Co. (67 percent), and the Government Printing Office (54 percent). Of 57 Federal departments and agencies surveyed, 22 did not have a formal labor relations policy, while 11 other agencies provided briefly that employees had the right to join or not to join employee organizations. In 21 agencies, labor relations policies followed the Suggested Guide for Effective Relationships with Employee Groups in the Federal Service, issued by the Federal Personnel Council in 1952. In essence, the Guide suggested

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<sup>4</sup> Members of the IAM's District 44 and of the Metal Trades Department have for a number of years served on the Navy Wage Committee which reviews data on local prevailing wage rates and determines area pay scales for each craft.

that ". . . representatives of organized employee groups should be encouraged, and insofar as practicable may from time to time be requested, to discuss with officials of the agency questions of personnel policy of general interest to employees . . ." In addition, it recommended that certain services, such as bulletin boards, distribution of literature, collection of dues and official facilities for meetings, be provided to employee organizations. Labor relations policies of an advanced nature were found in three Federal agencies, the Post Office, the Tennessee Valley Authority, and the Department of the Interior, with negotiations leading to written agreements confined to the latter two.<sup>5</sup>

The task force further noted:

The absence of Presidential policy at this late date is an unnecessary situation; in many ways it is an anomalous one. For a quarter century it has been the public policy of the Government to encourage employees in private enterprise to organize and deal collectively; yet the Government continues to have almost nothing to say concerning the role of organizations of its own employees . . . Despite the obvious similarities in many respects between the conditions of public and private employment, the task force feels that the equally obvious dissimilarities are such that it would be neither desirable, nor possible, to fashion a Federal system of employee-management relations directly upon the system which has grown up in the private economy . . .

The task force wishes . . . to note its conviction that there need be no conflict between the system of employee-management relations proposed . . . and the Civil Service merit system, which is and should remain the essential basis of the personnel policy of the Federal Government.

The principle of entrance into the career service on the basis of open competition, selection on merit and fitness, and advancement on the same basis, together with the full range of principles and practices that make up the Civil Service system govern the essential character of each individual's employment. Collective dealing cannot vary these principles. It must operate within their framework.

The Civil Service system has provided an excellent and, indeed, indispensable method of selecting government employees and rewarding their achievements. However, it has not, on the whole, provided a means by which employees acting in concert may promote the collective interests of civil servants. In this light it is clear that the systems are both mutually compatible, and in fact complement each other.

The Executive order, in line with the recommendations of the task force, reaffirms the right of employees to join or not to join unions "without fear of penalty or reprisal." Recognition is denied to unions which assert the right to strike against the Government, which advocate the overthrow of the constitutional form of Government, and which discriminate because of race, color, creed, or national origin, and which are found to be subject to corrupt influences. The order's principal feature, however, is the provision for granting three forms of recognition to employee organizations—informal, formal, and exclusive. Informal recognition permits an organization to be heard on matters of interest to its members, regardless of the form of recognition accorded to others, although the agency need not consult it on personnel policy. Organizations having at least 10 percent membership among the employees in a given unit may seek and obtain formal recognition, in which case they speak for their members only in consultations with management on matters relating to working conditions and the formulation and implementation of personnel policies. Note that formal recognition cannot be granted or retained if another organization has exclusive recognition, although informal recognition of other units may continue. Finally, to obtain exclusive recognition, an organization must qualify for formal recognition and must be selected by the majority of the employees in the appropriate unit. The union so chosen must represent all employees in the unit and is authorized to

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<sup>5</sup> TVA has carried on collective bargaining with 16 craft unions represented by the Valley Trades and Labor Council since 1937, and with 7 white-collar unions represented by the Salary Policy Employee Panel since 1943. The Department of the Interior reported 24 agreements as of the end of 1961, covering employees on the Alaska Railroad, the Bureau of Reclamation, Bonneville Power Administration, Bureau of Mines, Helium Activity, and powerplants run by the Bureau of Indian Affairs and Southwestern Power Administration. These agreements are not covered in this study.

negotiate collective bargaining agreements. Units may be established on plant, craft, functional, or departmental lines, or on any other basis which establishes a community of interests among employees. In case of disagreement between unions and agencies as to what constitutes a proper bargaining unit, resort may be had to advisory arbitration.<sup>6</sup>

The scope of negotiations is broadly stated as covering "personnel policy and practices and matters affecting working conditions," but does not "extend to such areas of discretion and policy as the mission of an agency, its budget, its organization and the assignment of its personnel, or the technology of performing its work." Agreements are subject to existing and future laws and regulations and must be approved by the head of the agency. A variety of other management rights dealing, in the main, with promotions, demotions, transfers, layoffs, and disciplinary actions are also included in the order.

As required, by July 1, 1962, agency heads issued appropriate rules and regulations to implement the order, often after consultations with employee organizations, and the three forms of recognition began to be extended shortly thereafter. The first agreement under the order was negotiated by the Department of Agriculture and Meat Inspection Lodges affiliated with the American Federation of Government Employees (AFL-CIO) and went into effect on September 3, 1962. In early 1965, 3 years after the order was issued, the Civil Service Commission had a record of 627 exclusive units covering 760,000 employees, of which 245 with 660,000 employees had negotiated agreements (515,000 in the Post Office Department).

This study describes the provisions of 209 agreements which were available to the Bureau of Labor Statistics by late summer 1964. Agreements negotiated prior to Executive Order 10988 are excluded from this study.<sup>7</sup> Because of procedural requirements and other problems, the Bureau is not in a position to account for all agreements that may have gone into effect as of that date.<sup>8</sup> The study focuses on the types and varieties of provisions that the parties in their first effort of this kind have agreed to incorporate into their written agreements. Thus, it serves as a benchmark against which to measure developments in the scope of collective bargaining over time.

### Scope of Study

The 209 agreements negotiated under Executive Order 10988, with which this study deals covered nearly 600,000 workers in 21 Federal departments or agencies (table 1). Nearly 90 percent of the agreements studied were negotiated by unions affiliated with the AFL-CIO, representing about 87 percent of all covered workers. By far the largest number of workers, more than 471,000, were accounted for by a national agreement between the Post Office Department and six unions. Negotiations between local post offices and postal unions are expected to result in more than 20,000 supplementary agreements. Approximately 8,000 local supplementary agreements have already been reached; these, however, are not accounted for in this study. Outside of the Post Office, the largest agreement and worker coverage was in Department of Defense agencies—109 contracts for

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<sup>6</sup> Twenty arbitration cases conducted through Dec. 31, 1963, are described in Federal Employee Unit Arbitration (U.S. Department of Labor, Labor-Management Services Administration, June 1964). As of mid-1965, a total of 41 advisory arbitration decisions have been rendered.

<sup>7</sup> See footnote 5.

<sup>8</sup> One of the difficulties of accounting for all agreements as of a particular date results from the fact that contracts reached at the local level must be approved at agency headquarters before they can go into effect, a procedure which, at times, takes a month or longer. Other difficulties arise from delays in printing and distributing agreements. The Bureau of Labor Statistics is not the depository of Federal agreements, but depends on other agencies for copies.

Table 1. Federal Collective Bargaining Agreements by Agency and Union Affiliation, Late Summer 1964

Agency	Number		Union affiliation			
	Agreements	Employees covered	AFL-CIO		Unaffiliated	
			Agreements	Employees covered	Agreements	Employees covered
Total -----	209	599,542	<sup>1</sup> 183	525,274	<sup>1</sup> 27	74,268
Agriculture -----	3	2,983	2	2,558	1	425
Commerce -----	3	230	3	230	-	-
Defense -----	1	264	1	264	-	-
Air Force -----	9	7,210	7	4,910	2	2,300
Army -----	34	14,337	30	10,445	4	3,892
Navy -----	65	66,696	58	64,568	7	2,128
Health, Education, and Welfare -----	10	12,259	9	12,207	1	52
Interior -----	14	724	12	609	2	115
Labor -----	3	4,079	3	4,079	-	-
Post Office -----	1	471,414	<sup>1</sup> 1	408,333	<sup>1</sup> 1	63,081
Treasury -----	5	732	5	732	-	-
Atomic Energy Commission -----	1	22	1	22	-	-
Civil Aeronautics Board -----	1	11	1	11	-	-
Federal Aviation Agency -----	4	839	4	839	-	-
General Services Administration -----	21	1,772	16	1,221	5	551
Interstate Commerce Commission -----	1	20	1	20	-	-
National Labor Relations Board -----	1	42	-	-	1	42
Railroad Retirement Board -----	1	1,800	1	1,800	-	-
Smithsonian Institution -----	1	30	1	30	-	-
Tariff Commission -----	1	7	1	7	-	-
Veterans Administration -----	29	14,071	26	12,389	3	1,682

<sup>1</sup> National Post Office agreement covers 4 unions affiliated with the AFL-CIO and 2 unaffiliated unions. Agreement coverage, however, is allocated by affiliation.

88,507 employees. Other agencies with significant contract or worker coverage were Health, Education, and Welfare, and Interior, Labor, General Services Administration, and the Veterans Administration.

Thirty-four unions, twenty-three affiliated with the AFL-CIO, were parties to the collective agreements studied (table 2). The extent of collective bargaining activity generated by the order can be gaged by the number of different unions which deal with a single agency. Thus, the Navy Department had agreements with 14 different organizations. Among the major ones, in terms of worker representation, were the local metal trades councils of the Metal Trades Department (AFL-CIO), the American Federation of Government Employees, the International Association of Machinists and Aerospace Workers, the National Maritime Union, and the National Association of Government Employees (Ind.); smaller number of workers were represented by the International Union of Operating Engineers, the International Association of Fire Fighters, and the International Printing Pressmen and Assistants' Union of North America. The Federal Aviation Agency bargained with four unions for 839 workers: The American Federation of Government Employees, the International Association of Machinists and Aerospace Workers, the International Brotherhood of Electrical Workers, and the Lithographers and Photoengravers International Union.

Table 2. Federal Collective Bargaining Agreements by Agency and Number of Employee Organizations, Late Summer 1964

Agency	Number		Union affiliation			
	Employee organizations	Employees covered	AFL-CIO		Unaffiliated	
			Employee organizations	Employees covered	Employee organizations	Employees covered
Total -----	<sup>1</sup> 34	599,542	<sup>1</sup> 23	525,274	<sup>1</sup> 11	74,268
Agriculture -----	2	2,983	1	2,558	1	425
Commerce -----	3	230	3	230	-	-
Defense -----	1	264	1	264	-	-
Air Force -----	5	7,210	4	4,910	1	2,300
Army -----	12	14,337	9	10,445	3	3,892
Navy -----	14	66,696	11	64,568	3	2,128
Health, Education, and Welfare -----	2	12,259	1	12,207	1	52
Interior -----	7	724	6	609	1	115
Labor -----	1	4,079	1	4,079	-	-
Post Office -----	6	471,414	4	408,333	2	63,081
Treasury -----	4	732	4	732	-	-
Atomic Energy Commission -----	1	22	1	22	-	-
Civil Aeronautics Board -----	1	11	1	11	-	-
Federal Aviation Agency -----	4	839	4	839	-	-
General Services Administration -----	5	1,772	2	1,221	3	551
Interstate Commerce Commission -----	1	20	1	20	-	-
National Labor Relations Board -----	1	42	-	-	1	42
Railroad Retirement Board -----	1	1,800	1	1,800	-	-
Smithsonian Institution -----	1	30	1	30	-	-
Tariff Commission -----	1	7	1	7	-	-
Veterans Administration -----	4	14,071	2	12,389	2	1,682

<sup>1</sup> These columns are nonadditive; many unions bargain with more than 1 Federal agency.

The jurisdiction of 16 unions with 540,000 workers was limited to the Federal Service. The study reveals that since issuance of the order several new employee organizations have come into existence, such as the National Association of Government Employees (Ind.) (8 agreements), the National Association of Government Inspectors (Ind.) (2), and the Social Security District Office Employees Union (Ind.) (1). At the time of the study, however, the largest number of agreements were held by organizations with a long history of activity among Federal employees. The American Federation of Government Employees had 111 contracts, followed by the Lithographers and Photoengravers with 14, and metal trades councils with 11.

Bargaining units outside of the Post Office comprised 21,000 Classification Act employees and 63,000 wage board employees, while 44,000 were in mixed units (table 3). Comparing these figures with corresponding employment totals, it is clear that, except for the Post Office, unions still face major organizing tasks.<sup>9</sup> Several large agencies, predominantly white-collar, had no agreements or very little coverage under agreements. The Department of Labor's agreement with AFGE is the only one covering virtually all eligible Washington headquarters' employees.

<sup>9</sup> In 1964, the Civil Service Commission reported 1.1 million classified employees, 624,000 wage board employees, and 585,000 employees in the postal service.

Table 3. Federal Collective Bargaining Agreements by Agency and Broad Occupational Coverage,<sup>1</sup> Late Summer 1964

Agency	Number		Type of bargaining unit					
			Classification Act		Wage board		Mixed	
	Agree-ments	Employ-ees covered	Agree-ments	Employ-ees covered	Agree-ments	Employ-ees covered	Agree-ments	Employ-ees covered
Total -----	209	599,542	34	492,737	93	62,635	82	44,170
Agriculture -----	3	2,983	3	2,983	-	-	-	-
Commerce -----	3	230	-	-	2	150	1	80
Defense -----	1	264	-	-	-	-	1	264
Air Force -----	9	7,210	1	150	2	1,930	6	5,130
Army -----	34	14,337	4	744	17	2,914	13	10,679
Navy -----	65	66,696	6	339	33	54,733	26	11,624
Health, Education, and Welfare -----	10	12,259	9	11,059	-	-	1	1,200
Interior -----	14	724	1	18	11	481	2	225
Labor -----	3	4,079	3	4,079	-	-	-	-
Post office -----	1	471,414	1	471,414	-	-	-	-
Treasury -----	5	732	-	-	4	582	1	150
Atomic Energy Commission -----	1	22	1	22	-	-	-	-
Civil Aeronautics Board -----	1	11	-	-	1	11	-	-
Federal Aviation Agency -----	4	839	1	46	2	119	1	674
General Services Administration -----	21	1,772	1	11	18	1,376	2	385
Interstate Commerce Commission -----	1	20	-	-	1	20	-	-
National Labor Relations Board -----	1	42	1	42	-	-	-	-
Railroad Retirement Board -----	1	1,800	1	1,800	-	-	-	-
Smithsonian Institution -----	1	30	1	30	-	-	-	-
Tariff Commission -----	1	7	-	-	1	7	-	-
Veterans Administration -----	29	14,071	-	-	1	312	28	13,759

<sup>1</sup> See footnote 3, p. 1.

Nearly half of the 209 bargaining units accounted for were made up of 150 or fewer employees, but these encompassed fewer than 6,000 workers (table 4). About 510,000 workers were in six bargaining units with 5,000 or more workers each. Excluding Post Office agreements which could not be allocated on a geographic basis, more than half of the remaining 128,000 employees were in installations in two regions, the South Atlantic and the Pacific (table 5). In the former, Maryland contributed about 11,500, with the District of Columbia and South Carolina adding about 7,000 each. The largest number of covered employees as of late summer 1964 were in New York, 13,700, and California, 12,300.

Most of the agreements accounted for in this study went into effect in the first half of 1964. In general, it took from 4 to 9 months after the date of granting exclusive recognition to reach an agreement, although in some cases it took as little as 3 months and in a few as much as 19 months.

Table 4. Federal Collective Bargaining Agreements by Size of Bargaining Unit, Late Summer 1964

Number of employees in bargaining unit	Number		Agreements negotiated by—			
	Agreements	Employees covered	AFL-CIO affiliates		Unaffiliated unions	
			Agreements	Employees covered	Agreements	Employees covered
Total -----	209	599,542	<sup>1</sup> 183	525,274	<sup>1</sup> 27	74,268
1-50 -----	60	1,594	55	1,483	5	111
51-100 -----	19	1,340	15	1,067	4	273
101-150 -----	21	2,734	19	2,469	2	265
151-200 -----	14	2,492	12	2,134	2	358
201-300 -----	19	4,609	16	3,931	3	678
301-500 -----	16	6,485	14	5,660	2	825
501-750 -----	19	12,162	16	10,360	3	1,802
751-1,000 -----	10	8,830	7	6,307	3	2,523
1,001-5,000 -----	22	49,658	20	45,306	2	4,352
Over 5,000 -----	6	509,638	6	<sup>1</sup> 446,557	1	<sup>1</sup> 63,081
Not available -----	3	-	3	-	-	-

<sup>1</sup> See footnote 1, table 1.

Table 5. Federal Collective Bargaining Agreements Exclusive of Post Office, by Region,<sup>1</sup> Late Summer 1964

Region <sup>1</sup>	Agreements	Employees covered	Region <sup>1</sup>	Agreements	Employees covered
Total -----	208	128,128			
Interregional agreements <sup>2</sup> -----	4	4,833	South Atlantic -----	50	36,915
New England -----	16	7,098	East South Central -----	10	7,800
Middle Atlantic -----	30	23,391	West South Central -----	17	5,828
East North Central -----	16	6,838	Mountain -----	11	2,343
West North Central -----	14	2,808	Pacific -----	36	30,009
			Outside the United States -----	4	265

<sup>1</sup> The regions used in this study include: New England—Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont; Middle Atlantic—New Jersey, New York, and Pennsylvania; East North Central—Illinois, Indiana, Michigan, Ohio, and Wisconsin; West North Central—Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota; South Atlantic—Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, and West Virginia; East South Central—Alabama, Kentucky, Mississippi, and Tennessee; West South Central—Arkansas, Louisiana, Oklahoma, and Texas; Mountain—Arizona, Colorado, Idaho, Montana, New Mexico, Nevada, Utah, and Wyoming; and Pacific—Alaska, California, Hawaii, Oregon, and Washington.

<sup>2</sup> Includes 2 agreements negotiated by the Department of Agriculture covering tobacco and meat inspectors, by the Department of Commerce (Saint Lawrence Seaway) covering installations in Michigan and New York, and 1 by the Railroad Retirement Board covering offices throughout the country.

## Chapter II. Agreement Provisions in Agencies Other Than Post Office

This part of the study describes and quotes provisions of Federal agreements reached under Executive Order 10988 by late summer 1964, except for the Post Office agreement which is discussed separately. These 208 agreements were, in most cases, the result of the first negotiating efforts between the parties. Items included in supplementary or second agreements are accounted for under particular headings, but the characteristics of these supplements are summarized at the end of the chapter.

### General Policy Statements

Virtually all agreements incorporated a statement, usually in the form of a preamble or among the opening paragraphs, setting forth the purpose and function of the collective agreements. The language of these statements was in large measure derived from various sections of the Executive order. For example:

The purposes of this agreement are to:

1. Identify the parties to the agreement and define their respective roles and responsibilities under the agreement.
2. State the policies, procedures, and methods that will govern the working relationships between the parties.
3. Indicate the nature of subject matters of proper mutual concern.
4. Insure employee participation in the formulation of personnel policies and procedures.
5. Provide for the highest degree of efficiency in the accomplishment of the objectives of the hospital.
6. Promote systematic employee-management cooperation. (1)

\* \* \*

. . . it is the intention and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of journeyman pressmen within the meaning of Executive Order 10988; to establish a basic understanding relative to personnel policy, practices, procedures, and matters affecting conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest at the Bureau of Engraving and Printing . . . (2)

As required by section 7 of the order, the 208 agreements incorporated provisions delineating the rights reserved to management and acknowledged that the contract was subject to all present and future Federal laws, regulations, and policies. The pertinent sections of the order read as follows:

(1) In the administration of all matters covered by the agreement officials and employees are governed by the provisions of any existing or future laws and regulations, including policies set forth in the Federal Personnel Manual and agency regulations, which may be applicable, and the agreement shall at all times be applied subject to such laws, regulations and policies;

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

In addition, about 4 out of 5 agreements defined the issues which the parties considered appropriate for bargaining, frequently coupled with a listing of those matters which were not subject to bargaining. The latter items were usually those listed in section 6(b) of the order—budget matters, mission of the agency, assignment of personnel, and the technology of performing work. For example:

It is agreed that matters appropriate for consultation and negotiation between the parties shall include personnel policies and working conditions including, but not limited to, such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances and appeals, granting leave, promotion plans, demotion practices, pay regulations, reduction in force practices, and hours of work which are within the discretion of the employer. It is further agreed that these matters relate to the policy determination in the above areas and not to day to day operations or individual dissatisfactions. No obligation on the part of the employer exists to consult or negotiate with Local 437 with respect to such areas of discretion and policy as the mission of the unit, its budget, its organization, and the assignment of its personnel or the technology of performing its work. The employer will, when deemed appropriate by him, discuss with the union any changes contemplated or foreseen as may affect employees in the unit in such matters. Any implication to the contrary notwithstanding, management is not obligated to negotiate on matters for which it does not have the authority to change. (3)

\* \* \*

General subject areas which are considered appropriate subjects for negotiation under this agreement are:

- a. Work environment.
- b. Supervisor—employee relations.
- c. Work shifts, tours of duty, and leave.
- d. Grievance procedures.
- e. Promotion procedures.
- f. Safety.
- g. Training.
- h. Employee organization—management cooperation, implementation of policies relative to rates of pay, wage surveys, and other matters consistent with the merit system principles.
- i. Parking control.
- j. Employee services.

The parties recognize that negotiations are not appropriate and may not take place with respect to any matter not within the administrative authority of the hospital director, or which extends to such areas of discretion and policy such as the mission of the station, its budget, organization, assignment of personnel, or the technology of performing work. The above restriction is not construed as precluding discussion of these matters when mutually advantageous to the parties. (4)

All agreements contained a recognition clause which by means of inclusions or exclusions defined the categories of employees covered by the agreement. As required by section 6(b) of the order, the clause frequently also imposed an obligation on the union to represent all employees in the unit regardless of union membership or other factors. Two examples follow:

This agreement is applicable to all civilian employees of the unit which consists of:

- a. Department of Graphic Arts and Distribution.
  1. Quality Analysis Division.
  2. Reproduction Division.
  3. Techniques and Testing Division.
- b. Department of Cartography, Manuscript Production Division.
  1. Special Drawings Branch.
  2. Manuscripts Engraving Branch.

Excluded from the unit for purposes of recognition and representation are management officials, professional employees, supervisors, and employees engaged in personnel work in other than a purely clerical capacity. (5)

\* \* \*

The employer recognizes that the council is the exclusive representative of all employees in the unit . . . , and the council recognizes its responsibilities of representing the interests of all such employees (without discrimination and without regard to employee organization membership) . . .

The unit to which the agreement is applicable is composed of all eligible employees in the ungraded unit. This includes all general wage service employees including ungraded inspection service employees, planners and estimators, progressmen, ship schedulers, ship surveyors, and shop planners. Excluded are patternmakers and their apprentices. (6)

Various other requirements of the Executive order (and other Federal laws and regulations) were incorporated in a large number of agreements, dealing, in the main, with the right of employees to join or not to join unions, discrimination because of race, national origin, creed and color, and no-strike bans.

Employees have the right to organize or join or refrain from joining employee organizations and to designate representatives for the purpose of consulting and negotiating with management and in processing individual grievances. In the exercise of this right, employees and employees' representatives shall be free from any and all restraint, interference, coercion, and discrimination. Employee organization membership shall not be encouraged or discouraged by any supervisor or management official of the installation . . . (7)

\* \* \*

Section 1. No employee in the unit, or no one seeking employment in the unit shall be required as a condition of employment, transfer, promotion, reassignment, or retention, to join or refrain from joining, any labor organization.

Section 2. Employees of the unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join, and/or assist any employee organization or to refrain from any such activity.

Section 3. The employer shall take such action, consistent with law, as may be required in order to assure that employees in the unit are appraised of the rights described in section 1, and to ensure that no interference, restraint, coercion or discrimination is practiced within this activity to encourage or discourage membership in any employee organization.

Section 4. The union agrees to accept employees as members upon the same basis as all other applicants without discrimination as to race, color, creed, or national origin. (8)

\* \* \*

The council and the employer affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, believing that the public interest requires the full utilization of employees' skills and abilities without regard to considerations of race, creed, color, or national origin. (9)

\* \* \*

The AFGE Lodge 2250 recognizes that it does not have the right:

- a. To strike against the Government of the United States or any agency thereof, or to assist or participate in any such strike, or impose a duty or obligation to conduct, assist or participate in any such strike, or;
- b. To advocate the overthrow of the constitutional form of government in the United States, or;
- c. To discriminate with regard to the terms or conditions of membership because of race, color, creed, or national origin. (4)

More than 90 percent of the agreements specified a term of 1 year, subject to automatic renewal for an equal period at the anniversary date. Most of the remaining agreements were for a 2-year term. Notice to terminate was

usually required. Four out of five agreements could be reopened at any time to negotiate changes and supplements, if the parties so agreed.

This general agreement shall be in full force and effect for 1 year from the effective date hereof and from year to year thereafter unless either party shall give to the other party written notice of intention to terminate this agreement in its entirety no less than 60 days prior to its anniversary date, provided that, after such notice has been given, the parties may by agreement extend the contract for any agreed upon period beyond the termination date.

At any time in the life of this general agreement, either party may give the other party written notice of its desire to effect changes and revisions herein through joint conference. However, no changes in the agreement may be put into effect without the written concurrence of both parties. (10)

\* \* \*

The agreement will be subject to renegotiation biannually and any proposed changes must be announced in writing not less than 60 days prior to the renegotiation date. Such notice must be acknowledged by the other party within 10 days of receipt and a joint conference held within 30 days on the subject of such notice.

If either party finds its interest adversely affected by any provision of this agreement, or finds through experience the necessity of adding further provisions, it shall serve notice of intent to negotiate an amendment, or to supplement the existing agreement. Within 60 days of such notice both parties shall meet for such purpose . . . Any such amendments or supplements will be subject to review on the same date as the basic agreement. (11)

In about two-thirds of the agreements, the duration clause included a statement of termination should the union no longer qualify for exclusive representation.

The agreement will also be terminated:

- (a) By mutual consent of the parties;
- (b) At any time it is determined the union is no longer entitled to exclusive recognition under Executive Order 10988. (12)

\* \* \*

This basic agreement and all supplemental agreements hereto shall terminate in the event exclusive recognition is withdrawn from the American Federation of Government Employees, Lodge No. 490. (13)

A number of agreements negotiated by the Army and the Department of Agriculture differed from the above in that they specified the proportion of employees necessary for a new election or the number the union had to enroll to qualify for continued recognition:

After the first year, the union's status as exclusive representative may be challenged upon a showing that at least 30 percent of the employees of the Army Pictorial Center desire a new determination, provided that where a negotiated agreement is in force challenges may be made during the 60 days immediately preceding the expiration of such agreement. (14)

\* \* \*

Recognition may be terminated on any anniversary date of recognition following a finding that the Federal Tobacco Inspectors Mutual Association has less than 51 percent membership in the unit involved. (15)

In about 30 percent of the agreements, the various clauses of the type cited and brief references to joint meetings and union activities comprised the entire or virtually the entire agreement (although not necessarily the agreements identified above). Such arrangements were relatively more frequent in bargaining units for classified act than for wage board employees, covering agencies and unions unaccustomed to negotiating activities. They thus essentially represent a desire to embody exclusive recognition rights into a written agreement.

A variety of substantive provisions have been written into Federal agreements, as shown in an analysis of the remaining 70 percent of the contracts, which are described in subsequent sections, although some of these clauses reflect existing regulations of the agencies.

### Hours of Work and Overtime

The provisions described in this section deal with hours of work, overtime, shift changes, unforeseen dismissals, and holidays. They were found, generally, in contracts applying to wage board employees, with a particularly heavy incidence in various Department of Defense agreements. This is not surprising since work schedules are more likely to vary in industrial activities than in offices.

Daily and Weekly Hours. Work schedules appeared in more than 30 percent of the 208 contracts and, as a rule, were set forth in general terms, as the following illustrations indicate:

The basic workweek will consist of five 8-hour days, normally Monday through Friday except for employees who are assigned other basic workweeks deemed necessary by the employer to carry out the mission of the activity . . . (16)

\* \* \*

The normal basic tour of duty for this installation will consist of 5 consecutive 8-hour days, 0800 to 1630 hours, Monday through Friday, less 30 minutes for lunch period each day. A period of 7 consecutive days beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday constitutes an administrative workweek.

Tours of duty will cover a minimum of 40 hours per administrative workweek for all full-time employees.

Wherever possible the basic 40-hour workweek will be scheduled over 5 days, Monday through Friday so that the 2 days outside the basic workweek will be consecutive. As a minimum, 1 regular day off—preferably Sunday—will be provided. (17)

Virtually all of the agreements which specified work schedules also incorporated overtime provisions. In addition to stipulating the premium rate for work, the clauses frequently also set forth the reasons for which an employee could refuse overtime work and the order in which assignments were to be made.

Overtime pay for graded and ungraded employees shall be computed in accordance with applicable regulations.

It is understood that each employee who is assigned to necessary overtime work should consider such assignment as paramount to his personal convenience.

Overtime work assignments shall be distributed as fairly as practicable among qualified employees. It is agreed and understood that the assignment of overtime work is a function of management.

In assigning overtime work, the employer will normally take into consideration employee's skill, ability, attendance record, and the expressed desires of employees to the extent practicable. Supervisors shall not assign overtime work to employees as a reward or penalty, but solely in accordance with the employer's needs.

Employees assigned to overtime work will be given as much advance notice of such assignment as possible.

Necessary pertinent information concerning overtime hours worked will be provided to employees and/or council stewards to aid in resolving specific complaints concerning overtime distribution. (9)

\* \* \*

Overtime assignments shall be distributed fairly and equally to all employees in the particular job rating in the assigned branch. Upon approval of this agreement, seniority (service computation date) lists will be established; these lists shall constitute rosters for the purpose of overtime assignment, and the most senior on the list shall be the first to be offered overtime duty. He may refuse overtime provided he goes to the bottom of the list. The most junior on the list will be the first for involuntary selection if all employees in the particular job rating in the assigned branch refuse overtime assignment.

Overtime assignments may be reviewed on request of the union on a monthly basis. If any inequalities are discovered, the employer will attempt to correct them during the ensuing month.

Pay for overtime work shall be in accordance with applicable laws and regulations. It normally will be one and one-half times the basic pay for all hours worked over 8 in any day and 40 in any basic workweek.

In situations of national emergency and act of God, all employees are expected to work and perform such duties as may be required regardless of time or the provisions of this agreement. An employee may refuse to work overtime for valid reasons such as sickness and family commitments, provided that he goes to the bottom of the list for overtime consideration, and that the national interests are met.

Classification Act employees grade 9 and below and wage board employees may not be required to take compensatory time for overtime worked. (18)

\* \* \*

No employee shall be laid off during any regular shift hours in his basic workweek in order to compensate or offset overtime hours worked outside of his regular shift or basic workweek.

Employees who are required to work overtime in excess of 4 hours in their work shift shall be given a lunch period in accordance with applicable rules and regulations.

All hours of work in excess of the 8 hours in the employee's regular work shift or in excess of the 40 hours in his basic workweek shall be paid for at not less than time and one-half the employee's hourly rate. Employees requested to work 2 or 3 continuous shifts within a 24-hour period will be paid at the overtime rate for all time in excess of 8 hours. (19)

A few agreements granted overtime compensation for work performed on Saturday, Sunday (or the 6th and 7th day of the workweek), and for work outside of regularly scheduled hours:

All hours of work performed on Saturday or Sunday (or days corresponding to Saturday and Sunday) . . . shall be paid for at the appropriate overtime rate. (20)

\* \* \*

Overtime shall be paid for work performed in excess of 8 hours per day, for work performed after 1700 and before 0800, Monday through Friday, and for work performed on Saturdays, Sundays, and holidays. (21)

\* \* \*

. . . It is further understood that if an employee is directed by the employer to report at a designated location at a specified time prior to the scheduled start of his shift, such time will be considered compensable in accordance with applicable pay regulations. (9)

About 15 percent of the agreements provided for "callback pay" guarantees, which apply when management requests employees to report outside of regularly scheduled hours, or on an offday, or after they have completed their regular day's work and have left the place of employment. Callbacks were to be paid for at premium rates, usually for a minimum of 2 hours.

Any employee who is "called back" to perform unscheduled overtime work either on a regular workday after he has completed his regular schedule of work and left the bureau or on a day outside his basic workweek, will be paid a minimum of 2 hours of pay at the overtime rate even if his services cannot be utilized after he reports to work. (22)

\* \* \*

Employees called in on emergencies occurring outside their regular work hours shall be granted 2 hours minimum pay at the applicable established overtime rate. (23)

\* \* \*

When watches are broken and licensed engine officers are called back or called out between 1700 and 0800, Monday through Friday, for the purpose of taking on fuel, shifting ship, or making repairs, they shall be paid a minimum of 2 hours overtime for each call. If they are called back or called out to perform such work at any time on Saturdays, Sundays, and holidays they shall be paid a minimum of 4 hours overtime for each call. The minimum allowances in this provision shall not apply when the ship performs lighterage, towage, or shuttle service within the harbor limits of a port . . . (21)

In a few agreements, the amount of the minimum guarantee differed, depending on whether the employee was called back during or outside his regular workweek.

If necessary to utilize an employee outside of his basic workweek the employer agrees to schedule at least 4 hours of work for which the employee will receive pay at the applicable overtime rate.

An employee will be paid a minimum of 2 hours' pay at the applicable overtime rate if he is called back on unscheduled overtime work within his basic workweek. (24)

Approximately the same proportion of agreements assured employees a full day's pay if, after reporting to work, they were dismissed for reasons beyond their control, such as power or machinery breakdowns, fire, inclement weather, or other emergencies. The term "administrative leave" means leave paid for by the employer and not charged to the employee.

In the granting of administrative excused leave because of inclement weather, breakdown of equipment or other administrative reasons, all employees affected who are scheduled to work or who report for work and whose services are not specifically required during such situations shall be given administrative excused leave for that portion of the work shift for which excused. (20)

\* \* \*

When an employee in a duty status is relieved from duty by the employer during his regular shift hours for reasons other than misconduct or physical inability to perform his duties, such as interruption or suspension of operations, inclement weather, breakdown of equipment, or other emergencies or Acts of God, he shall be excused for the balance of the workday without loss of pay or charge to leave, unless assigned by the employer to other work. (25)

\* \* \*

When administrative excused leave is granted due to inclement weather or other natural phenomena, all eligible employees shall be entitled to be excused for the period of time authorized, except for those employees as designated by the unit head to which the early dismissal and off duty closing provisions do not apply. (24)

In the provision cited below, employees were assured 4 hours' pay (or work) for reporting on schedule, but 8 hours' pay if they worked more than 4 hours.

When an employee is relieved from duty by the employer during the first 4 hours of his regularly scheduled 8-hour day, due to unscheduled interruption or suspension of operations, he shall be carried on administrative leave for the balance of the 4 hours unless he is in the category such as temporary employees not eligible for administrative leave per CPR. If the employee is relieved by the employer, due to interruption or suspension of operations, after having been on duty more than 4 hours in his workday, he shall be carried on administrative leave for the balance of the shift unless not eligible. (26)

Although management retained the right to change scheduled working hours, about one-fourth of the agreements required notice to, or consultation with, the union before such changes were made. Where a specific notice period was indicated, it ranged from 90 days to 24 hours, although most required

3 days. In some cases, a schedule once established had to remain in effect for a designated period. Mention was frequently made that notice requirements were not to apply in emergency situations.

Virtually all of the notice provisions were in contracts for employees in wage board or mixed units, predominantly in Navy installations.

Hours of work for each regular work shift are promulgated by the employer and any changes thereto will be discussed in advance with the council. (27)

\* \* \*

Pursuant to NCPI [Navy Civilian Personnel Instructions] 7-610, employees' work schedules shall be maintained as stable as practicable and employees will be given advance notice of change in their work schedules in order that they may make such advance plans for use of their nonworktime as they may desire. (28)

\* \* \*

Whenever a change in the workdays or workweeks currently in effect is contemplated involving a majority of the employees in an affected area of work, the employer agrees that he will consult with the employees concerned and the employee organization, prior to making such change. If a change is made, except in emergencies, 3 days' advance notice will be given the affected employees. (29)

\* \* \*

When a two-shift operation is scheduled, at least 48 hours notice (unless emergency conditions exist necessitating deviation) will be given to the affected employee . . .

No second or third shift will normally be established for any period of less than 2 full weeks unless emergency conditions exist necessitating deviation. (30)

Under the terms of a few agreements, failure to observe the notice period permitted the employee to claim work on two shifts, as follows:

Changes in work schedules shall be posted 96 hours in advance. If an employee's schedule is changed so that he is required to begin work on a revised schedule with less than 96 hours' notice in advance of the new starting time, the employee may claim the right to work both the previously scheduled shift and the revised scheduled shift on his first rescheduled duty day only. If any part of these shifts runs concurrently, he will be paid for one shift only during the concurrent period. "Jacking" schedules will not be permitted to avoid payment of overtime. (31)

A relatively small number of Federal activities require second or third shift operations, and hence compensation for such work was found in only 25 agreements. About half (13) were in Navy installations, and the remainder in other agencies. The amount of the shift differential was rarely specified; rather, it was to be determined by area wage surveys (see p. 28, ff.).

All employees working during the hours of the second and third shift shall receive a premium which is determined in accordance with the Army-Air Force Wage Board Schedule and Civil Service policy and procedures for shift differentials. (26)

\* \* \*

All employees working on second and third shift assignments shall receive the applicable shift differential determined in accordance with NCPI 610.5-2. (24)

\* \* \*

Employees regularly assigned to a second or third shift will receive the applicable shift differential, as determined by the agency's pay policies and procedures. The currently authorized differential applicable to both such shifts is 10 percent of the appropriate basic hourly rate. (25)

\* \* \*

Employees subject to this agreement who are assigned to regular scheduled tour of duty at night shall be paid a differential of \$0.12 additional per hour for work on shift number 1 (12 midnight to 8 a. m.) and a differential of \$0.08 additional per hour for work on shift number 3 (4 p. m. to 12 midnight). (32)

Holiday Pay. One in every five agreements contained references to holidays or work on holidays. Frequently, the clause simply affirmed existing policies regarding observances and pay practices.

It is further agreed that legal national holidays will normally be observed as provided by law and pay for service, if required, will be consistent with law and existing regulations. (33)

\* \* \*

Eligible employees shall be entitled to observe all holidays in accordance with applicable law, regulation and Air Force policy.

Holidays falling on an employee's nonworkday will be observed on the preceding or succeeding day, as prescribed by current regulations.

Eligible employees shall receive the same rate of pay for not working on holidays as for other days during which an ordinary day's work is performed. Employees working on a holiday shall be paid overtime, holiday pay, and shift differential in accordance with applicable regulations.

The employer agrees that employees shall not be required to perform work on days designated as holidays by statute or Executive order except when operating needs require. (34)

A number of Army and Navy agreements specified different rates of pay for work on holidays falling during or outside an employee's workweek.

When no work is performed on the holiday, an employee will receive his regular rate of pay in effect for that day. If the holiday falls within the regularly scheduled workweek and work is performed, he will be paid holiday premium pay. Holiday premium pay is twice the regular basic rate and is applied in lieu of regular basic compensation for the hours worked. If the work is performed on a holiday, but outside the regularly scheduled 40-hour tour of duty, compensation will be at standard overtime rates. (35)

In two other agreements, an employee forfeited holiday pay—

. . . if he fails to report for work on the holiday when ordered to do so unless the absence is excused on the basis of warranted circumstances. (36)

### Working Conditions

The subjects discussed under this heading cover rest periods, washup and/or cleanup time, and provisions for work clothing or protective equipment. A variety of other working conditions, such as safety matters, training, contracting out, and so on are described separately.

Rest Periods. Provisions for rest periods were found in only nine agreements, five of which were negotiated by the Army. All agreements applied to either mixed units or to wage board employees.

The clauses, as a rule, specified the number and scheduling of rest periods and their duration (10–15 minutes). A few also referred to the revocation of such privileges in case of abuse.

Each employee is entitled to a 15-minute rest period during the first and during the second half of his work shift. (30)

\* \* \*

Each employee shall normally be granted a 10-minute rest period during each 4 hours of continuous duty. Rest periods may not under any circumstances be continuations of the lunch period, and they may not be granted immediately after the beginning of the workday or immediately prior to quitting time—nor shall they be accumulated. (1)

\* \* \*

Full-time employees normally may be given a 10-minute rest period during each one-half work shift of each day. Supervisors will make every effort to plan work so as to permit such rest periods. Employees who are unable to take a rest break due to work conditions or by personal choice may not lengthen lunch periods, other rest periods, start work later, or end a tour of duty earlier due to having missed a rest period.

Any employee or group of employees who abuse the rest period policy may lose the privilege. (37)

Washup and/or Cleanup Provisions. Provisions dealing with washup and/or cleanup time and related preparatory activities before lunch or the end of the workday were found in 37 agreements for six Federal agencies, but 2 out of 3 covered naval facilities. With one exception, the employees were in mixed or wage board units.

While some agreements referred to only one of the allowances, several may have been intended to apply to both. The time allowed was frequently expressed as "reasonable" or "adequate."

Adequate time, as determined by the employer, will be provided to employees as a part of their work assignments, where necessary, to enable them, for personal hygiene, to remove toxic or hazardous substances and/or to draw, turn in or put away tools, Government property and equipment in their possession. (38)

\* \* \*

The employer will allow employees reasonable cleanup time prior to the end of each shift for the purpose of returning tools, cleaning up work areas and machinery, and personal hygiene. (29)

\* \* \*

It is agreed by the employer that reasonable time prior to the lunch period and at the end of the workday will be permitted for cleanup purposes. No employee will be required to remain beyond the end of the workday for this purpose. Reasonable time cannot be specifically defined to meet all situations, but will be set by the supervisor as the needs of the situation demands. (39)

Special Clothing. Provisions for special clothing and/or equipment to be furnished by the employer were included in 10 agreements. Two agreements referred to maintenance and were not clear as to who was to provide the items designated.

The employer agrees to bear the full expense for all special clothing and/or equipment that employees may be required to use in connection with their assigned work. It is understood that safety shoes must be obtained at the employee's expense. (9)

\* \* \*

It is mutually understood that employees who normally work outside and those who ordinarily handle material which could cause hand injuries are expected to dress appropriately for their jobs. However, in the interest of safety and to provide for unusual circumstances, the employer will maintain six rain suits in the material department, six rain suits in the fuel department, and a pool of work gloves. These articles will be issued to employees on a temporary basis in exchange for signed receipts. (40)

\* \* \*

Except for cooks' caps, chef hats, aprons, jackets, and white fly-front trousers for steward's personnel and arm bands for watchmen, MSTs will not launder, dryclean, or otherwise maintain any items of uniform clothing. (41)

## Work by Supervisors

Under the terms of 19 agreements, supervisors were prohibited from doing work normally performed by members of the bargaining unit, except in emergency situations and under other specified circumstances. In a few instances, this ban also encompassed military personnel and employees outside of the bargaining unit.

Clauses of this type were in effect in agreements negotiated by three agencies, with Navy accounting for 13.

The employer agrees that, as a matter of general practice, supervisors (leadingmen and above) shall not be assigned to perform the duties as outlined in job descriptions of unit employees except when instructing or training employees, or in cases of emergencies, or when unforeseen production or schedule difficulties dictate such assignments. (42)

\* \* \*

Section 1. Supervisory employees shall be permitted to perform work on any job covered by this agreement but only in the following types of situations:

- (a) In emergencies when regular employees are not immediately available.
- (b) In instruction and training of employees.
- (c) In the performance of work in a skill level that is not immediately obtainable from among the regular employees.
- (d) In the performance of necessary work when production difficulties are encountered on the job.

Section 2. Provisions of section 1 of this provision shall not allow in any way a supervisor or employee not covered by this agreement to deprive an employee covered by this agreement of his or her employment or prevent an employee from working overtime. (43)

\* \* \*

The employer agrees that work regularly and historically assigned to and performed by bargaining unit employees covered by this agreement, will not be assigned to military personnel or to public works center employees excluded from the bargaining unit. (16)

## Subcontracting

Provisions for contracting out of work, included in nine wage board and mixed unit agreements, required notice to or consultation with the union before such actions were taken.

It is agreed and understood that when the work regularly and historically assigned to and performed by employees under this agreement is assigned to another agency or to private employers or military personnel, the employer will make every effort to give as much advance notice as possible to affected employees and to the union. . . . (34)

In most cases, however, notice was only required where contracting out of work would displace workers in the bargaining unit.

Whenever the employer proposes to contract out work normally performed by employees of the station to the extent that such contracting out of work may result in a reduction or realignment of personnel, the union will be advised. (44)

\* \* \*

Employer agrees to notify the union in advance of all contracting actions which have a tendency to displace career employees. Employer further agrees to minimize displacement action through realignment, retraining, restricting in-hires, and to exert any other action necessary to retain career employees. (17)

Other agreements placed a restriction on the employer in that work could only be farmed out if it was more economical to do so, or if it could not be done locally. In such cases, presumably, the union could ask the employer to justify his actions. Also, the parties agreed to discuss previous subcontracts, perhaps to see if in the future such work could be assigned to workers in the bargaining unit.

It will be the policy of the employer that work normally performed by employees in the unit will not be contracted out unless beyond the capacity or capability of the unit employees to perform or if economic considerations dictate that such work be performed outside the unit. The employer agrees that, upon request, he will consult with the union concerning work that has been previously performed outside the unit. (45)

## Safety Matters

Safety provisions were, at times, expressed in general policy statements, pledging the parties to comply with all safety regulations, but more frequently the agreement called for the establishment of a joint safety committee. In some contracts, the union was to be notified of all accidents. Regulations to govern work under hazardous conditions were specifically dealt with in several agreements. The various safety provisions were found in about one-third of the contracts studied, virtually all for employees in wage board or mixed units.

Policy Statements. In about 5 percent of the agreements, all but one of the group covering employees engaged in printing or other reproduction operations, the only reference to safety matters was usually a general statement pledging compliance with pertinent laws and regulations.

The commission will endeavor to comply with applicable laws and regulations relating to the safety and health of employees and will take additional steps as may be necessary to make adequate provisions therefor.

Employees shall comply with the safety rules of the commission. (46)

\* \* \*

The board will take appropriate steps to provide a safe and healthful working environment and will pay the cost of such medical examinations as may be required by it. Employees will comply with all safety rules and regulations. (47)

\* \* \*

The employer will 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 the safety and health of employees. Each supervisor will take prompt and appropriate action to correct any unsafe condition or action which is reported to or observed by him.

The union recognizes that observing safe work practices and wearing prescribed protective equipment is primarily the responsibility of each employee. So that safe working conditions may be maintained, the union agrees to encourage all employees to observe safe work practices and wear protective equipment prescribed by the employer while performing assignments, and to promptly correct or report to the appropriate supervisor any unsafe conditions or acts. (48)

Safety Committee. About 3 out of 10 agreements either established a joint safety committee, permitted employee representation on existing safety committees, or provided for other types of labor-management meetings at which safety problems would be discussed. Three-fourths of these provisions were in agreements negotiated by Department of Defense agencies.

Employee representation was determined in 1 of 2 ways: (1) The employer designated a specified number of employees selected by the union, or (2) the designation was the sole responsibility of the union.

The commanding officer's Accident Prevention Advisory Board shall have one member appointed by the employer from among members of the unit. The union will submit to the employer for his consideration the names of three employees recommended for appointment to the board. The employer agrees to accept one of these names for appointment. The committee shall meet during regular day shift hours with no loss of pay or leave to the committee member appointed from the unit. (8)

\* \* \*

The National Capital Regional Office and Local 1632 agree to form a joint committee which shall be known as the Painters Safety Committee with a membership of four members, two to be appointed by Local 1632 and two by the National Capital Regional Office. This committee shall meet monthly or as often as may be decided by the committee for the purpose of promoting maximum efficiency with safety. (49)

Other clauses permitted the union to have representation on existing safety bodies or provided for consultations with designated management representatives.

The agency and the employee organization agree that one member of the employee organization to be chosen by the employee organization will be an active member of the Installation Safety Council. (50)

\* \* \*

The council may designate an employee in the unit to serve as the council's representative on the Supervisors' Safety Committee, and on the Steering Committee which develops the agenda for its meetings. (9)

\* \* \*

The employer agrees that the council may designate an employee representative to meet with the safety officer without loss of pay or leave at scheduled intervals to consider safety problems and to make recommendations to the employer. (20)

Many of the agreements stipulated that safety meetings would be held during regular working hours and/or that employees attending such meetings would suffer no loss of pay or leave.

. . . The committee shall meet monthly to consider safety problems and to made recommendations to the chief, aircraft services base. Meetings shall be held without loss of pay or charges to leave of committee members. (51)

A few agreements set a time limit for employee representatives serving on safety committees.

The union may have representation on the following committees:

- a. Shop safety committees—one member on each. . . .
- b. Safety policy committee—one member.

For each union membership on the above boards and committees, the union shall furnish the names of at least three employees, one of whom will be selected by the employer to serve one term. No union representative shall serve on the same board or committee for more than one consecutive term. (44)

Only a few agreements touched on the operations and procedures of committees.

In matters dealing with safety, fire prevention, and civil defense, the union shall be given representation on a committee organized for the purpose of safeguarding the employees' interest in these areas. The chairman of this committee shall be appointed by the safety officer. The committee should meet at least once a month and submit a written report over the signature of the chairman to the chief of the Payment Center, with a copy to the president of the union. (52)

\* \* \*

The corporation will be responsible for the creation of a safety committee who shall hear complaints with respect to safety problems and maintain an active interest in all aspects of safety, the reduction of accidents and the elimination of safety hazards. The safety committee will comprise the assistant administrative officer, who shall be chairman, one representative from the Operations, Maintenance, and Marine Divisions respectively, and a representative from the union. The committee may make reports and recommendations, as it sees fit, to the administrative officer on any matter of which it may take cognizance. (31)

Accident Reports. A small number of agreements, about 10 percent, required notification to the union of accidents which involved members of the bargaining unit. In a few cases, the union had the right to request copies of accident reports. All except two of the agreements with such clauses covered employees in Navy and Army facilities.

The safety office will notify a designated member of the council of accidents involving serious injury as soon as the extent of the injury is known. In addition, a copy of injury report Navexos 110 [Executive Office of the Secretary of the Navy], available quarterly, will be forwarded to the council. (24)

\* \* \*

The safety officer will furnish the union a copy of the monthly summary of accident experience. (26)

\* \* \*

A copy of accident reports involving employees who are union members shall be furnished union officials upon request. (31)

Work Under Hazardous Conditions. A number of the foregoing agreements extended the scope of the safety clause by stipulating that employees would not be required to work under conditions detrimental to their health and safety.

No employee shall be required to perform repair work, on or about moving or operating machines; nor shall any employee be required to work in areas where conditions exist detrimental to health without the proper personnel protective equipment and other proper safety devices. (20)

\* \* \*

No employee shall be required to work in areas where unsafe conditions exist. Safety officers designated by the FAA shall decide whether or not unsafe conditions exist. Nothing in this section shall be applied or interpreted so as to require a condition, activity, or area to be declared unsafe based upon the personal state of health or disabilities of an individual employee. (51)

A few agreements provided for an adequate number of workmen in certain areas or jobs:

Whenever a plate printer has to work alone in a plate printing section, a second bureau employee must be in the room at all times. (22)

\* \* \*

No employee shall be required to work in tanks, mud drums, steam drums, or similar closed spaces without a standby co-worker at access to the area to insure that access is not closed and that the man working in such spaces can have help if required. (38)

Disabled Employees. Two agreements referred to the placement of handicapped employees. Both noted that in these cases retraining may be necessary.

The coordinator for employment of the handicapped 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. (9)

## Leave Policies

Although leave policies are set forth in considerable detail in Federal regulations, more than one-fourth of the agreements included provisions dealing with various aspects of annual leave (vacations), primarily scheduling arrangements, and about one-fifth contained rules governing sick leave.

Annual Leave. A few agreements stressed the desirability of a vacation period each year and urged employees to avail themselves of this right.

Liberal leave provisions have been made for all Federal employees. The purpose of annual leave (vacation time) is to insure that all employees have an opportunity to rest and relax. Therefore, it is agency policy that all employees will be encouraged to use 2 consecutive weeks for vacation purposes each year . . . (37)

Most agreements, however, focused on resolving various scheduling problems, particularly the following: Requesting of leave, establishing of schedules, resolving conflicts in dates, and scheduling of leave to meet work or emergency requirements.

Earned annual leave shall be granted to every employee for the period requested by the employee except under written certification by said employee's immediate supervisor that annual leave by such employee for the period requested would result in serious impairment to the district office's function, setting forth the reasons thereof. The notice to the employee shall state the next nearest time in which said employee may take the requested leave without serious impairment of office function.

Where practical, every employee shall request annual leave of more than 2 days at least 2 weeks in advance of the anticipated leave period and when the anticipated leave period shall be for more than 5 working days, when practical, the request shall be submitted 30 days in advance of the requested leave. When practical, leave will be approved or disapproved within 48 hours of the request. (53)

\* \* \*

The employer will schedule annual leave for vacation purposes for each eligible employee for the year. The employee will make every effort to adhere to the schedule. In establishing a leave schedule the employer will consult with each employee. Full consideration will be given each employee's preferred vacation period. When it is necessary to restrict the number of employees granted leave during a particular period, due consideration will be given to such factors as operating needs, skills availability, and seniority, based on elapsed time since the employee's return from leave. Where all other factors are judged to be substantially equal, the employee with greatest seniority will be given preference for the desired vacation period. (34)

\* \* \*

Section 1. Employees shall be given an opportunity to use all annual leave accrued during the year. Approval of an employee's request for annual leave will be granted when he has given his supervisor reasonable notice to permit arrangements to be made for the staffing necessary to meet the work requirements of the operation. In the event the employee's request is for a day or days for which more requests have been received than can be approved consistent with the work requirements, approvals will be granted on the basis of the earliest requests received.

Section 2. The granting of summer and Christmas leave shall be determined by a drawing in each plate printing section after employees in the unit have submitted in writing, their first and second choice of dates that they desire, after appropriate period of time has elapsed since posting of notice. Such drawings shall be conducted by supervisor and union representatives in each plate printing section.

Every reasonable effort will be made to adhere to leave scheduled in accordance with section 1 and section 2. If, however, the employer cannot avoid cancelling previously approved leave because of the program needs of the bureau, the reasons for such actions will be explained to the affected employee or employees at the earliest possible time, and every effort will be made to reschedule leave for such employees at another time most nearly suitable to their preference. (22)

The following clause, in addition to covering various scheduling arrangements in considerable detail, also discusses the treatment of employees without vacation credits during a temporary plant shutdown.

When annual leave is requested in advance, approval will be based upon the needs of the activity. Employees are encouraged to schedule annual leave in advance which will minimize work interruption by large numbers of employees taking leave at the same time . . .

If for any reason the employer schedules a shutdown of the Naval Air Station, . . . every effort will be made to provide work for employees not having annual leave to their credit. If work cannot be provided to such employees, the employer agrees to advance annual leave to such employees holding permanent status to cover the period of shutdown operation not to exceed the amount of leave the employee would earn during the remainder of the leave year.

As requested by individual employees, the employer agrees to schedule approved annual leave for vacation purposes of not less than 2 weeks' continuous duration on the basis of seniority (based on service computation date) and job ratings in each shop and/or office. Only the first such 2-week period of annual leave taken by the employee during the current leave year will be granted on a priority basis. Seniority list shall be compiled for such purposes and each employee in the order of seniority shall select his vacation period of not less than 2 weeks' duration. 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. Priority for annual leave (for a 2-week period) based on seniority will be recognized only when written request is submitted at least 60 calendar days prior to the beginning of the leave. If for any reason the request cannot be granted, the employee will be so notified at least 45 calendar days prior to effective date. Thereafter, the employer will not cancel the leave except in emergency situations, and the employee will be required to take the leave as scheduled unless modification or cancellation is agreeable to the employer. (20)

Safeguards against loss of leave were included in a few agreements. Thus, leave was to be scheduled in such a way as to prevent forfeiture, or the employee was to be notified of the amount credited to him.

Supervisors shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the staffing needs of the service and the welfare of employees. Care shall be exercised to assure that no employee is required to forfeit any part of his annual leave. (54)

\* \* \*

Granting of annual leave shall not be restricted to the extent that an employee forfeits earned leave because of the restrictions on the amount of annual leave which may be carried forward to the next leave year. Employees shall be notified at least four times during the leave year the amount of leave that must be used to avoid forfeiting leave. (8)

Sick Leave. Clauses relating to sick leave were of two general types. One, not very frequent, stated directly that agency and Civil Service Commission regulations would be observed. More often, however, clauses dealt with several of the following aspects of sick leave policy: Reporting of absences, situations in which medical certification would or would not be required, advancement of leave, as well as efforts to eliminate abuse of leave.

Permanent employees with regular tours of duty shall earn sick leave in accordance with applicable laws and regulations.

Notification of absence on account of sickness shall be given as soon as possible, usually within the first hour of the work shift.

Unused sick leave shall be accumulated and available for future use in accordance with applicable laws and regulations. (33)

\* \* \*

Employees shall earn sick leave in accordance with applicable Federal laws and regulations. Payment for sick leave taken shall be at the base rate of pay.

Notification of absence on account of sickness shall be given as soon as possible on the first day of absence. If such notification is not made such absence may be regarded as absence without leave and charged to leave without pay. An employee found to have abused the sick leave privilege, including misrepresentation or falsification, shall be subject to disciplinary action.

Unused sick leave shall be accumulated and available for future use in accordance with applicable laws and regulations. (55)

\* \* \*

Employees shall earn sick leave in accordance with applicable statutes. Approval of sick leave shall be granted to employees when they are incapacitated for the performance of their duties, and when they have given notice within 2 hours after the start of the work shift, or later if a reasonable excuse is given to their immediate supervisor or some one who is delegated to receive such a report. Sick leave shall be approved in advance for visits to doctors, dentists, practitioners, opticians, and for the purpose of securing diagnostic examinations and X-rays. An appropriate certificate must be submitted to cover such absence approved in advance.

Employees shall not be required to furnish a doctor's certificate to substantiate request for approval of sick leave of 3 days continuous duration or less; except in cases where the employer has given official written notice to an employee that he has an unsatisfactory sick leave record and must furnish a doctor's certificate for each absence from work which is claimed as sick leave.

The union recognizes the importance of sick leave and the obligation of the employee, as well as the advantage to him, to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reasons. The union, therefore, agrees to support the employer in efforts to eliminate unwarranted or improper use of sick leave.

Employees who, because of illness, are released from duty, shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty. Such release by the medical office shall constitute the equivalent of the required notice to the employer in the event the employee is unable to return to work on the following day or days. A doctor's certificate will be required, however, for absence in excess of 3 full days in addition to the day on which the employee was sent home.

Unearned sick leave shall be advanced to an employee with career or career-conditional status not exceeding a total of 30 days on request for advancement of such unearned sick leave; provided, there is reasonable reason to believe that the employee will return to work. Provided further, that the employee's annual leave will be prorated until all sick leave is repaid; that such advanced sick leave approval may be limited to increments of 5 days; that certification will be provided by the employee from his physician as to the nature and seriousness of the illness and the probable date of return to duty, and that the absence from duty must be for a period of five or more consecutive workdays. Advanced sick leave will not be granted when it is not warranted. (22)

## Civic Duties

Approximately 15 percent of the agreements contained clauses dealing with jury duty and leave for voting, and slightly less than 5 percent discussed charity drives among installation employees. As a rule, these agreements applied to workers in wage board units, frequently in Army and Navy installations.

Jury Duty. While all jury duty provisions made reference to present regulations on this subject, a number went into considerable detail on such administrative matters as proof of service, compensation, and availability for work assignments.

In the event an employee performs jury duty or is required by law to qualify for jury duty, he will be paid his regular rate of pay for the time necessary for absence from this work, in accordance with the applicable statutes and regulations, and provided further that all eligibility and other requirements, including disposition of court fees paid, have been fully complied with by the employee.

Service of an employee on jury duty . . . will not preclude his consideration for assignment to work on premium paydays. (27)

\* \* \*

In the event an employee is subpoenaed for jury duty or witness for the Federal Government, the employer will pay him at his basic rate for the time (not to exceed 8 hours per day) necessarily lost from his normal work schedule for such purposes. The fee received by the employee will be delivered to the disbursing officer. The employee will not be paid a fee for Federal jury service or as a Government witness in Federal Court except periods of nonduty time.

If an employee is subpoenaed for jury or witness service, he shall promptly notify his supervisor in order that arrangements may be made for his absence from the activity.

The employee will present to the employer a signed jury service certification or other satisfactory evidence of the time served on such duties. (26)

Voting Leave. Leave for registration and/or voting were similar in scope to those cited below.

Employees scheduled to work on any election day who are eligible to vote in such election shall be granted time for voting in accordance with applicable regulations. (35)

\* \* \*

Excused absence will be given employees to vote in national, State, and local municipal elections or referendums. In this connection, an employee living within the normal commuting distance of 35-40 miles will be given absence as necessary to vote, without charge to leave, which will permit him to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

If the employee's voting place is beyond normal commuting distance of 35-40 miles and absentee ballot is not permitted, he may be granted sufficient time off to vote. Allowable time will be computed at the rate of 1 hour excused absence for each 30 miles in excess of normal commuting distance so as to allow the employee to be at the polls up to 2 hours after the polls open or 2 hours before the polls close whichever requires the lesser amount of time off.

The employee will be notified in writing whenever he cannot be released from work to vote because his absence will interfere seriously with operations.

For employees who vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a nonworkday. (51)

\* \* \*

It is the policy of the Department of the Navy to encourage employees to exercise their right to vote. Engineer officers desiring to register and vote in any election or referendum shall be excused for that purpose under the following standards. As a general rule, where the polls are not open at least 3 hours before or after an engineer officer's regular working hours, he shall be excused for whatever amount of time will permit him to report for duty 3 hours after the polls open or to leave 3 hours before the polls close, whichever requires less excused time. An engineer officer whose place of voting is beyond normal commuting distance and in a location where absentee ballots are not permitted may be excused, not to exceed 1 day, for the necessary trip. Time in excess of 1 day must be charged to leave, but COMSTSPAC [Commander, Military Sea Transportation Service, Pacific Area] shall observe a liberal leave policy for this purpose. For engineer officers who vote in jurisdictions which require registration in person, excused time to register may be granted on substantially the same basis as for voting, except that no time shall be granted if registration can be accomplished on a nonworkday and the place of registration is with reasonable 1-day, round-trip travel distance of the engineer officer's place of residence. (56)

Charity Drives. These clauses, found in seven agreements, emphasized union cooperation and, at times, provided for a joint committee to publicize and organize charity campaigns. Several stressed the voluntary nature of campaign contributions.

The employer agrees that the principle of voluntary donating to annual approved fund raising campaigns shall be upheld. The council, in turn, agrees to support such campaigns. (9)

\* \* \*

The union agrees to support, enthusiastically, and to assist, if requested, in the solicitation of funds for fund drives which are on the approved list in NCPI 5430.3-1a. It is further agreed that the union will, upon request of the commanding officer, nominate at least one person to serve on the fund drive committee when and if such a committee is appointed by the commanding officer for recognized fund drives. Employees so appointed, upon approval of their supervisor, will be excused from regular work for all time spent in connection with fund drives. Publicity relative to fund drives will recognize unit participation in the drive. (8)

\* \* \*

Voluntary contributions will be truly voluntary giving. Any practice that involves compulsion, coercion, or reprisal directed at the individual employee because of the size of his contribution or his failure to contribute has no place in the Federal program. In addition, the contributor has the privilege of disclosing or keeping his gift confidential by placing it in a plain white sealed envelope, if he so desires.

It is understood that it is the policy of the Executive Branch of the U.S. Government to permit appropriate agencies to solicit funds for charitable and other humanitarian purposes from Federal employees at their places of employment. The worthwhile efforts of these agencies on behalf of all citizens merit a generous voluntary contribution from employees.

It is agreed that AFGE Lodge 2250 recognizes the respect and high esteem with which the hospital is regarded in the community . . . Recognizing this position, it is further agreed that hospital employees have an individual responsibility, as citizens of the community and as employees of the hospital, to assist in its improvement also.

The union agrees to publicize and take a positive attitude toward the fund drives and will inform the members as to the reasons why management needs fair share giving in order to meet the established hospital goals. (4)

## Craft Jurisdiction

Thirteen contracts, nine negotiated with Navy, provided means for handling jurisdictional disputes among craft unions. Most stated that in making assignments the employer would observe customary trade jurisdiction wherever possible; changes would be discussed with the union.

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

The employer agrees to notify and to meet with union officers to discuss trade jurisdiction with respect to the introduction and application of new equipment, materials and processes of a significant nature over which the union has jurisdiction. (2)

\* \* \*

. . . Where custom, practice or tradition has established work boundaries between crafts or personnel covered by this agreement, to which the various crafts agree and where such boundaries do not create inefficiency, or additional work or assignments, or conflict with the maintenance of job stability, the employees shall normally perform the work within the boundaries so established. In emergencies, or in the absence of custom, agreements, awards, or understandings, management shall assign the work to those employees who in its judgment are best qualified to perform the work. (57)

Several agreements negotiated by local Metal Trades Councils (MTC) gave to their affiliates an opportunity to resolve jurisdictional problems among themselves. While the employer agreed to be guided by agreements reached by affiliates of the MTC, he retained the right to make work assignments in accordance with section 7 of the Executive order. These points are set forth in considerable detail in the following agreement:

The matter of jurisdictional boundaries between and among crafts for the purpose of establishing a claim to the work is recognized as an appropriate subject for determination by the various unions affiliated with the council, and the council will advise the employer of agreements reached. The employer agrees to be guided in the assignment of work by any mutual agreements between the unions involved, but in accordance with section 7 of E.O. 10988, the employer retains the basic right to assign work in the manner considered best to maintain the efficiency of Government operations.

When because of workloads or other reasons, the employer proposes to issue significant job order assignments contrary to trade lines previously accepted in the shipyard, then whenever practicable, the council will be advised of the intended action and given an opportunity to express its views to the employer.

It is agreed that in the event of a dispute over cognizance between employee crafts within the unit, the council will make every effort within its power to bring the disputing crafts together, will provide them with all possible assistance, and will prevail upon them to reach an agreement that is equitable to all concerned. In the process, the council agrees to consider management's position if requested by the employer. The council will communicate to the employer any agreement reached by the disputants and the employer will assign work in accordance with such agreement provided it is consistent with the best interests of the Government. Nothing in the foregoing shall act to restrict the accomplishment of work pending resolution of any dispute or to restrict the employer in his right to assign work.

In case of new work of significant volume where, in the opinion of the employer, there is reasonable doubt as to the respective jurisdictional claims of the crafts, it is agreed that the employer will, whenever practicable, discuss the matter with the council before issuing job order assignments.

Reasonable time will be allowed council representatives to discuss trade assignments within the bounds of the preceding sections. (58)

### Wage Surveys

While the compensation of the greater proportion of Federal employees is set forth in schedules in the Classification Act of 1949, as amended, the rates of pay for more than 600,000 employees (slightly less than one-third of total Federal employment) are determined by various prevailing-rate wage board procedures. The wage board group is defined in the Classification Act as those "employees in recognized trades or crafts, or other skilled mechanical crafts, or in unskilled, semiskilled, or skilled manual-labor occupations, and other employees including foremen and supervisors in positions having trade, craft, or laboring experience and knowledge as the paramount requirement . . ." As to pay policy, the act states only: "The compensation of such employees shall be fixed and adjusted from time to time as nearly as is consistent with the public interest in accordance with prevailing rates." The methods of setting pay are left to the administrative discretion of particular agencies, and differ in a number of details, but generally, rates are based on wage surveys conducted by agency representatives or by the Bureau of Labor Statistics.<sup>10</sup> It should be noted that an actual wage board is not involved in all cases. A number of agencies set rates for blue-collar workers without boards or committees.

Matters relating to wage surveys were stipulated in 55 agreements covering approximately 71,000 workers for the following agencies:

Agency	Agreements	Workers
Commerce -----	2	180
Air Force -----	1	1,430
Army -----	8	7,129
Navy -----	30	58,315
Health, Education, and Welfare -----	1	1,200
Interior -----	2	249
Treasury -----	1	250
Civil Aeronautics Board -----	1	11
Federal Aviation Agency -----	2	119
Interstate Commerce Commission -----	1	20
Tariff Commission -----	1	7
Veterans Administration -----	5	2,067

<sup>10</sup> For details on wage board operations, see "Rate Setting by the Army-Air Force Wage Board," Monthly Labor Review, October 1958, pp. 1107-1112, and J. Kenneth Mulligan, "The Federal Wage Board Program," Public Personnel Review, Chicago, October 1958 and January 1959.

Most of the preceding agreements granted the union the right to nominate data collectors or observers in local wage surveys. A smaller number permitted the union to request that a new survey be made, and several dealt with appeal rights after findings had been issued.

Survey Requests. The union's right to request a new wage survey was established in 26 agreements, with one exception covering Defense agencies—Navy, 20 contracts; Army, 4; and Air Force, 1. Ten agreements were negotiated by Metal Trades Councils, four each by the International Association of Machinists and Aerospace Workers and the American Federation of Government Employees, and three by the International Brotherhood of Electrical Workers.

In its simplest form, found in a few agreements, the employer agreed to forward union requests to higher authorities:

The employer agrees to forward via the Area Wage and Classification Office any wage survey request submitted by the union. (59)

\* \* \*

Whenever possible, the union shall be given notice of impending wage board surveys, or may request that a survey be made by the Department in accordance with the HEW Personnel Guide. (52)

Typically, however, the union's request was to be accompanied by evidence that present scales were out of line with those paid to workers in similar occupations in the locality.

It is agreed that the council has the right to request area full scale and wage change surveys to be conducted when significant industry wage raises have taken place in the area, and that such request and substantiating data shall be promptly forwarded via channels to OIR, Department of the Navy. (9)

\* \* \*

The union shall have the right to request, via the commanding officer, full scale and wage change wage surveys of the local wage survey area provided: (1) That the request is submitted in writing and; (2) that the request contains substantiating evidence in a form that clearly establishes that specifically identified private industry activities normally included in a local wage survey have granted wage increases of specific amounts to specified numbers of employees occupying positions of a type normally included in a local wage survey. It is agreed that such requests and substantiating data shall be promptly forwarded via channels to appropriate higher authority in the Navy with appropriate recommendations. (42)

One agreement limited the number of requests per contract year, as follows:

The employer agrees to consider representations of the union for requesting special wage change surveys for employees of the bargaining unit when the union can reasonably demonstrate that established rates or schedules are inconsistent with wages paid by comparable types of industry in the locality area for comparable work. It is agreed that such requests shall not exceed one submission during the contract year . . . (30)

Union Participation. Typically, union participation in wage surveys included one of the following or more: Notification of survey, observers on survey committees, nomination of individuals to be data collectors, and the right to recommend the inclusion or exclusion of firms or jobs to be surveyed. Twenty-eight of the fifty-two agreements with such provisions were negotiated by the Navy Department, 7 by the Army, 5 by the Veterans Administration, and the rest by 8 other Federal agencies.

Agreements between the Navy and Metal Trades Councils usually covered the areas of union participation in considerable detail as in the following illustrations:

The employer agrees to advise the council of the receipt of official notification that preliminary preparations are being made for the conduct of a full scale wage survey. Such notification to the council will, insofar as practicable, be made within 5 working days after its receipt by the employer.

When notified of the tentative starting date of a wage survey, the council may submit a list of names of employees in the unit for nomination as data collectors. It is agreed the employer will give serious consideration to those employees on the list of names submitted by the council whose qualifications, in the judgment of the employer, meet the criteria outlined in NAVEXOS P-1417.

The employer agrees that one ungraded employee in the unit, selected from a list of three names submitted by the council, shall be designated as the employer's observer on the Area Wage Survey Committee. The observer shall hold in the strictest confidence all wage data provided by private firms during the survey.

The council may petition the Area Wage Survey Committee orally or in writing for the addition and deletion of industry firms to be surveyed, the addition and deletion of job ratings to be surveyed, and the expansion and contraction of the area to be surveyed. (38)

\* \* \*

It is agreed that the council may submit a list of employees' names to be considered by the employer when he appoints his representative to the Area Wage Survey Committee. The council agrees that employees nominated by them to serve as the employer's representative on the committee shall be responsible activity officials who possess administrative ability and a wide knowledge of Navy occupations, wage administration practices, and industrial organizations. The council further agrees to submit their nominations in sufficient time to permit the employer to appoint his representative within the time limitations imposed by OIR. The council further recognizes that the employer will consider further responsible activity officials than those nominated by the council.

It is agreed that the council will be notified on all details concerning the ordering of wage surveys as promptly as they are released to the activity.

It is further agreed that the council may provide the employer with a list of names of unit employees who meet the criteria as outlined in NAVEXOS P-1417 for consideration by the employer in selecting of data collectors. (24)

In agreements negotiated by the Department of the Army, the following aspects of wage survey participation were generally covered:

. . . the union may designate one representative to attend the organization meeting of the locality wage survey board; such attendance will be without loss of pay or charge to leave. The locality wage survey board will give full consideration to information, requests, or recommendations (submitted by the union) concerning area boundaries, firm coverage, and augmentation of the key job list. On other subjects, the union will be advised as to the proper method for obtaining consideration.

In response to the locality wage survey board's request for data collectors, the employer agrees to include among the individuals he selects a representative number who have had experience in the jobs for which data is being collected. Employees selected for this activity must meet the qualification requirements for data collectors.

Upon completion of the survey the chairman of the locality wage survey board will, if requested, consult with the union representative for the purpose of:

a. Reviewing the results of the survey so far as they are known. In this connection, the rates of individual companies will not, under any circumstances, be revealed to other companies or to employee groups.

b. Receiving any additional information or recommendations. (57)

Illustrative of how non-Defense agencies have provided for the union's role in wage surveys are the following excerpts:

. . . the corporation will pay its wage board employees in accordance with wage rate schedules, which are to be established annually through wage surveys, beginning on or about the first day of September, conducted jointly by the corporation and the union based on rules of procedure mutually agreed upon and issued in advance of the survey . . . (31)

\* \* \*

At least 30 days prior to a scheduled VA locality wage rate survey, a meeting will be held for planning purposes.

The union president and any two members he may select will be invited to meet with the personnel officer, his assistant and one other management representative.

These meetings will be for the purpose of determining the nature of a proposed survey, reviewing of firm lists, and general planning of survey procedures.

The union may submit a list of recommended data collectors from which management agrees to select an appropriate number, provided they meet the qualification requirements as outlined in Program Guide G-4, Wage Surveys.

Any data collectors . . . will serve as required by management and will represent management. Even though recommended by the union, data collectors will be required to observe all rules of conduct and procedures established for all data collectors. (37)

Appeals. The availability of an appeal was set forth in six agreements, all negotiated by the Lithographers and Photoengravers International Union, in cases where the union felt that the data had been compiled or collected incorrectly.

. . . Nothing in this agreement shall prevent appeal by the union to the Interdepartmental Lithographic Wage Board if the union feels there has been an error in compiling or in the collection of the data . . . (47)

## Personnel Actions

A variety of personnel policies which are spelled out in considerable detail in Civil Service Commission and agency regulations were also dealt with in about one-fifth of the agreements, usually for employees in industrial activities. Provisions in this category include such employment aspects as promotions, demotions, layoffs, job descriptions and ratings, discipline, and training, among others. The agreements, as a rule, defined the union's role when particular personnel actions were contemplated or taken.

Promotions. Procedural matters to be observed in the selection of employees for promotion were found in 47 agreements for 10 agencies. Included in this total were 29 Navy agreements, 6 for the Veterans Administration, and 5 for the Department of the Army. All but four applied to wage board or mixed units.

Nearly all of these agreements provided for the posting of promotional opportunities, frequently coupled with a statement that vacancies would, where possible, be filled from within.

When the employer determines to fill a nonsupervisory position in the unit by promotion, notices of a promotional opportunity will be posted on all official bulletin boards at least 10 calendar days prior to the closing date for accepting applications for the position. Such notices shall either contain the minimum qualifications standards for appointment to such positions or an indication where the minimum qualifications for appointment to such positions are available for review.

The employer agrees to promote from qualified eligibles within the activity. In no instance shall positions be filled from outside recruitment as long as there are qualified eligibles employed within the activity, provided demonstrably superior persons cannot be obtained by extending the area of consideration. (45)

It is the policy of the Department of the Army to fill vacant positions on the basis of merit and fitness, and to afford maximum opportunity for continuity of employment and optimum development and utilization of employee skills. In the interest of creating a stable work force and providing maximum opportunity for employee advancement, first consideration normally will be given to filling vacant positions from within the activity work force . . .

The employer agrees to post on all official bulletin boards, notices of all vacancies to be filled by promotions at least 5 days prior to filling same. Such notices shall clearly state the minimum qualifications for appointment to such positions. (35)

Less frequently, the contract called for notice to the union of upcoming promotions and/or permitted it to have observers on promotion boards.

The employer agrees to notify the shop stewards of all promotional opportunities, at least 10 days prior to the closing date for filing application . . . (19)

\* \* \*

The president of the union shall be notified at least 3 days in advance of meetings of the promotion board. He may designate a unit member to serve as an observer of promotion board meetings. The observer may not be chosen from divisions or services having candidates for the vacancy being filled. (37)

\* \* \*

The union may assign a representative to observe the procedures by which candidates are declared eligible for selection for positions in the agency for which members of the exclusive unit may be considered. (60)

Union membership on the rating panel was only rarely specified. In one agreement, the composition and functions of the panel were described, in part, in this manner:

There will be established a rating panel as follows:

1. Personnel technician to serve as chairman.
2. A representative from the junior management staff to be assigned on a prearranged rotating basis.
3. The immediate supervisor of the vacant position.
4. A representative, or his alternate, designated by the union, to serve for 1 year.

It shall be the responsibility of this committee to review the information submitted to it by the personnel office, which includes the confidential supervisory evaluations, and from it prepare the final numerical rating for each eligible applicant. (61)

In addition to the points illustrated above, agreements for several agencies described at great length the operations of the promotion (merit staffing) program, focusing on such aspects as eligibility, evaluation of qualifications, operations of panels, selection, employee appeals, and the role of the union in the course of the proceedings. These issues are perhaps treated most extensively in a supplementary agreement between the Department of Labor and Lodge 12 of the AFGE, reproduced in whole in appendix C.

Seventeen agreements provided for a temporary promotion of an employee performing the duties of a higher rated job for a designated period, usually exceeding 30 days. The bulk of these agreements applied to workers in Navy installations and provided that:

Employees temporarily promoted to perform the duties of a higher paid position within the activity shall receive the pay authorized for the position . . . (19)

In a Federal Aviation Agency agreement, the rule governing temporary promotion read:

No employee shall be detailed to perform the duties of a vacant established position of higher grade within the unit for any continuous period in excess of 60 days without considering him for a temporary promotion. If the employee's assignment to the vacant higher grade position is to be continued for an additional period of at least 30 but not more than 90 days, he shall be given a temporary promotion without competition in accordance with the Agency Merit Promotion Plan. (51)

Demotions. Downgrading of an employee can result from a variety of factors, such as layoffs, reclassification of the positions, and above all, disciplinary (adverse) actions. Thus, demotions as such are only rarely dealt with in Federal agreements; instead, they are implicitly or explicitly encompassed under the issues noted above. Provisions in two agreements which referred to demotions are cited in their entirety below:

The employer agrees to observe applicable appeal 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. (34)

\* \* \*

The employer agrees that cases of demotions which result from gradual changes in duties will be made according to the seniority principles contained in the Reduction in Force Regulations except where it can be shown how or why a specific individual must be demoted. It is also agreed that arbitrary downgrade of positions to meet fiscal limitations is prohibited. (17)

In about 5 percent of the contracts, an employee about to be laid off had the option of asking for a demotion. He was, however, required to be able to perform the duties of the lower rated job. In addition, the clause usually stipulated that the employee was to receive preference for "repromotion" to the job previously held.

In the case of a demotion taken voluntarily in lieu of a reduction-in-force action, the employer agrees to reinstate such employee to his former rating when a vacancy exists therein, provided the position is not obligated to an employee of higher retention standing.

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 job duties of a lesser rated position. (35)

\* \* \*

In case of a demotion taken voluntarily in lieu of a reduction-in-force action, the employer shall give reasonable consideration in returning such employee to his former rating in inverse order of the reduction-in-force action when a vacancy occurs therein, before filling said position with any other person. (62)

Reduction-in-Force. About 15 percent of the agreements, all for wage board or mixed units, dealt with the role of the union in layoff (reduction-in-force or RIF) situations. As a rule, the contract provided for notice to the union before the work force was curtailed.

It is agreed that the employer will inform the union of pending reductions-in-force as soon as possible and that reductions-in-force shall be accomplished in accordance with statutory requirements and Civil Service Commission rules and regulations. (8)

\* \* \*

The employer agrees that prior to the issuance of official notice to the employees involved in a reduction-in-force action, the council shall be notified of 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 council will render its assistance in communicating to employees the reasons for the reduction-in-force. (9)

In one agreement, notice was limited to layoffs of 25 employees or more.

Several contracts went beyond the notice requirement and permitted the union to present its views prior to the reductions.

The council will be notified by the employer or his cognizant management officials of proposed reductions-in-force and the council will be invited to discuss with and to present its views to the employer for consideration prior to the implementation of reductions-in-force. (27)

To avoid or minimize the layoff of employees, about one-third of the agreements with RIF procedures called for the filling of vacant positions, transfers, attrition, and similar measures. For example, Navy agreements used language such as the following:

The employer agrees that in order to minimize the impact of any reduction-in-force, existing vacancies will be filled to the extent practicable through placement of qualified employees who might otherwise be affected by the reduction-in-force action. (9)

\* \* \*

The employer agrees to make a reasonable effort to avoid or minimize a reduction-in-force by adjusting the work force through promotion, reassignment, or transfer of employees to available vacancies for which they are qualified. (58)

Other agencies employed different phraseology to reach the same goal.

Before abolishing an encumbered position in the unit, the employer will consult with the union on the necessity and timing of the actions and explore possible alternatives suggested in light of the agency obligation to perform its mission by the most efficient and economical means. (25)

\* \* \*

. . . Whenever possible, any reduction in personnel should be achieved by restricting recruitment and promotions and by meeting ceiling limitations through normal attrition. Employees in surplus positions should be reassigned as other positions become vacant . . . (17)

One agreement provided for a tripartite committee to advise the employer in reduction-in-force situations.

It is further agreed that within 30 days of the effective date of this agreement, a tripartite committee composed of one representative of the employer, one representative designated by the council, and one representative (who shall act as chairman) mutually acceptable to both the employer and the council designee shall be established and said committee shall advise the employer concerning competitive areas in the unit for reduction-in-force purposes or abolishment or transfer of functions. . . (24)

Nine agreements mentioned "bumping" or "retreat rights" of employees reached for layoff. With minor variations, the agreements stated that these rights "shall be governed by applicable statutes, Civil Service Commission regulations, and Department directives." Similarly, existing regulations were to be followed in rehiring laid-off employees:

Any career or career-conditional employee who is separated as a result of reduction-in-force shall be placed on the reemployment priority list and such employees shall be given preference for reemployment in accordance with applicable regulations. (25)

\* \* \*

Any permanent status employee who is separated because of a reduction-in-force action shall be placed on a reemployment priority list for 2 years if career and 1 year if career-conditional, subject to eligibility requirements as established by regulations. Such employees shall be given preference in rehire in the reverse order of their separation within their job rating. (30)

Job Descriptions and Ratings. The majority of white-collar positions in the Federal Service are classified either in accordance with or consistent with standards published by the Civil Service Commission, or consistent with key-positions defined by statute (postal field service). Blue-collar positions are classified, or rated, in accordance with standards authorized by the employing agency or department. These systems are designed to achieve equal pay for substantially equal work. A job or position description is a formalized statement of duties and responsibilities contained in a single position or a group of like positions. The primary purpose of a job description is for classification and pay purposes, but it also serves as a tool for organizing work, and for

informing prospective employees of their duties. An employee seeking a higher grade or rating would initially claim that his actual duties are not accurately reflected in his present job description.

About 10 percent of the agreements allowed the union, usually upon an employee's request, to assist and represent an employee who feels that his job description does not properly describe his duties.

All employees in the unit, after the steward has taken the matter up with the first line supervisor, shall be permitted to consult with the employer on an informal basis for the purpose of reviewing their job descriptions or ratings for any alleged inequities. Such employees are entitled to council representation or assistance in discussing the above with the employer . . . (20)

\* \* \*

All employees in the bargaining unit shall be freely and fully provided with adequate means of securing review of what they consider to be inequities in their existing grade or rating . . . Such employees are entitled to union representation or assistance in discussing the above with the employer; in reviewing and reading classification standards or Army rating definitions that pertain to their position or rating . . . (26)

A few agreements elaborated on the above points by stipulating that the employer was to furnish information on which the job description was based.

Upon request by the employee or his representative, the employer will produce data on rates and job descriptions of any job questioned. The information will include how the rates were established, the type of work to be performed, the skill required in relation to other rates, etc. If mutually agreed that the descriptions are inaccurate, corrective action will be taken. (45)

Several Treasury agreements provided for an annual review of job descriptions; the employee, however, could seek a review at any time.

A joint review of job descriptions by supervisors and their subordinates will be made annually and it is anticipated that inconsistencies which may exist will be brought to light at that time. At any time, however, that an employee feels that there are inconsistencies between the duties he is required to perform and the description for his position, he may discuss the matter with the supervisor or division head. In this connection he may review classification standards and rating definitions pertaining to his position or rating. Such employees are entitled to union representation or assistance in discussing the above . . . (63)

At times, the union, acting on its own, was authorized to ask for a change in job descriptions or rating.

The lodge may make representations and present supporting evidence to the employer regarding the adequacy or equity of position classification standards and the assignment of wage board grades. (43)

\* \* \*

The employer agrees to advise the union concerning any change in job standards which affects the pay level of an upgraded rating. The union at any time may initiate a recommendation for change in job standards for a particular category of positions. Appropriate representatives of the employer and union will meet to discuss the facts pertinent to the recommendations. Any formal recommendations of this nature shall be submitted in writing and shall include full justification for the recommended change . . . (34)

**Disciplinary Action.** Disciplinary (adverse) actions against Federal employees can be taken for violations of designated laws, regulations, or generally accepted standards of work or conduct, and can lead to demotion, suspension, or dismissal. The procedures governing disciplinary cases are set forth in Civil Service and agency regulations, stating in detail the reasons for which action can be taken and the appeal rights available to affected employees.

A relatively small number of agreements, about one-fifth, dealt with the role of the union in adverse action cases against members of the bargaining unit.

One-half of the agreements with such provisions covered workers in Navy installations, the other half was distributed among 11 other agencies.

Generally, the union was to be notified when members of the bargaining unit were subject to discipline.

The union will be advised when the employer proposes to take disciplinary action against an employee. (44)

\* \* \*

In all cases of proposed suspension, discharge, or other disciplinary action by the employer against any employee covered by this agreement, the council shall be notified of such proposed action by the employer at the same time as the employee is notified. (24)

In a few agreements, the union was to be notified only if the employee affected requested a hearing. An illustrative clause of this type included the following conditions:

Prior to receipt of a request for a hearing from the affected employee, the employer will hold any information relative to a proposed disciplinary action such as suspension, demotion, or removal, to be a privileged and private matter between the employer and the employee even though the employee may divulge such information at his own discretion. When any employee of the unit requests such a hearing, the employer agrees to notify the council at the same time the employee is notified of the date set for the hearing. (58)

If the case involved certain confidential or personal matters, notice by the employer was waived.

The employer will notify the union of all disciplinary actions taken against an employee of the unit as soon as possible after notification is given to the employee except in those cases where the action taken is based on a purely confidential matter individual to the employee . . . (42)

\* \* \*

. . . Labor Lodge 12 will be given information identifying the employee except in those cases agreed to between management and the lodge. In cases where agreement to withhold information is not reached, Labor Lodge 12 will be given the name of the employee, except when the matter is referred to the Secretary of Labor and he . . . decides the individual should not be identified. Labor Lodge 12 agrees to respect the limitations requested by management on the use of information supplied to them under this section. (10)

Several agreements left notification in such situations to the discretion of the employee.

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 1 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. (53)

In cases where the union acted as the employee's representative, it had the right to be present during hearings and to introduce statements.

In the 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. (45)

\* \* \*

The council is entitled to have an observer at hearings conducted by the Hearing Advisory Committee and the observer may make a statement for the record of the council's views concerning the case. The statement shall be made at a time determined by the chairman of the Hearing Advisory Committee. The council will commit its observer at such hearings to treat information received concerning the employee as privileged and private to the employee. (58)

\* \* \*

The employee organization shall have the right to be present as an observer at any personal presentation or formal hearing before a committee in the case of a . . . adverse action appeal. It shall be the responsibility of the employer to notify the employee organization of the time and place of each such personal presentation or hearing as soon as it is scheduled. Upon request of the employee involved, the employee organization shall have the right to consult with management officials at any stage of a . . . proposed adverse action or appeal, and to represent the employee in any discussion, presentation, or hearing. The foregoing provisions may not be construed to preclude any employee from designating a person other than a member of the employee organization to represent him in a . . . adverse action. (64)

On the subject of discipline, several agreements stated that the employer would not take action against employees for alleged debts either when the employee denied owing the debt or legal judgment had not been obtained.

The employer agrees that no personnel of the activity shall be assigned to perform work as a collection agent for debts allegedly due by an employee to any private individual or firm. No employee shall have disciplinary action taken by the employer against him for failure to pay alleged debts unless he admits his indebtedness or there is an appropriate civil court judgment rendered against him. (35)

One agreement, however, listed several exceptions to this provision:

The employer further agrees that no employee shall be subject to disciplinary action by the employer for an alleged nonpayment of debt unless it is for medical, hospital bills, and/or State tax, or is validated by an appropriate civil court judgment rendered against the affected employee. (45)

Disputes arising out of disciplinary cases were to be settled under appropriate personnel procedures. Only two agreements referred specifically to the negotiated grievance and arbitration procedure, stating:

. . . Any such disciplinary [suspension, discharge, etc.] action must be for just cause, and the employee may exercise his rights under the grievance and arbitration procedures of the agreement. (20)

Apprenticeship and Training. About one-fifth of the agreements dealt with various aspects of apprenticeship and/or training and retraining programs. With few exceptions, agreements which referred to apprenticeship also discussed general training activities. Programs of both types were almost wholly confined to blue-collar workers, particularly in Navy installations.

Apprenticeship clauses were found in 11 agreements, all, of course, negotiated by unions representing apprenticable crafts, such as the International Association of Machinists and Aerospace Workers, the International Brotherhood of Electrical Workers, and Metal Trades Councils. Changes in and other matters relating to the programs were to be discussed with the union; several contracts provided for union observers on apprenticeship committees.

The apprentice training program maintained by the employer shall meet all standards established for such programs by the Navy Department and the Bureau of Ships. The employer will consult with the council prior to effecting any significant changes in the apprentice program relative to the trades included or the content of training plans. The council may take up questions affecting the apprentice program with the employer.

It is agreed that the membership of the Apprentice Training Subcommittee of the Shipyard Training Committee shall include an employee in the unit designated by the council as its representative. (9)

\* \* \*

Apprentice training programs will be provided as considered necessary by the employer. Such apprentice training shall be in keeping with the applicable regulations of higher authority, including those specified in NCPI 410, and with the standards prescribed by appropriate naval authorities.

The employer agrees that the details of the apprentice training program will be discussed with the council at its request. (27)

In one agreement, the parties agreed to establish an apprenticeship training program, the details of which were to be spelled out at a later date. The following factors were to guide the parties:

In order that an adequate supply of competent skilled craftsmen shall be available at all times, it is agreed between the parties hereto that an apprenticeship program may be established by mutual agreement between the project and the union. The terms of such apprenticeship program to be mutually agreed upon and shall at least equal the standards recommended by the Federal Committee on Apprenticeship; it shall also meet or exceed the minimum standards required of apprenticeship programs registered with the Bureau of Apprenticeship and Training of the U.S. Department of Labor.

Apprentice rates of pay, conditions of employment, training, and other necessary functions in connection therewith, shall be incorporated in a supplement to the agreement. (65)

Union membership, other than as observers, on apprenticeship committees was, where specified, confined to designated functions.

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 but will not concern themselves with such matters as trades apprenticed, number of apprentices called, or the selection of individuals to be apprenticed. 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. (58)

Forty-one agreements provided for training and retraining so as to qualify employees for new ratings and skills. While more than one-half of these provisions were negotiated by the Department of the Navy, they were also found in contracts for nine other agencies covering, with one exception, workers in wage board and mixed units.

It was a characteristic of a number of these clauses that they stressed the mutual benefits to be derived from such a program which they agreed to develop jointly.

The employer and the union agree that the training and development of employees is mutually beneficial. By mutual agreement the employer and the union will meet and discuss the possible establishment of a formal training program covering any or all of the employees in the unit at an appropriate time in the future. (25)

\* \* \*

It is agreed that a training program shall be established in the unit for the purpose of improving production, quality of personnel, and qualifying employees for higher level vacancies.

A Training Committee consisting of one representative from the Personnel and Safety Division and one representative from the Office of Cartography, and two representatives from the union shall be established.

The committee shall meet upon the request of either of the parties, or at least once every 2 months, for the purpose of developing and maintaining a comprehensive training program.

The committee's program shall be submitted to the Assistant Director for Cartography and the personnel officer for approval and implementation. (33)

Frequently, agreements referred to training needs for new positions, particularly those arising out of technological change.

Whenever technological changes dictate that composite job ratings must be used which will utilize the skills of more than one craft or trade, the employer will make every effort to train employees affected for the new rating in question insofar as is practicable and consistent with applicable regulations, funds, and workload. (24)

\* \* \*

It is agreed that the employer will make a reasonable effort to reassign employees whose positions are eliminated. It is agreed that the employer will make a reasonable effort to train employees where necessary for reassignment, when positions are eliminated because of automation or adoption of labor-saving devices, provided cost of such training is not excessive and provided the employee has the necessary aptitude as determined by the employer. (66)

\* \* \*

When technological changes occur, the commission will take appropriate and practical steps, with cooperation of the union, to train employees in the use of new machinery and equipment in order that they may be able to properly assume new skills. (67)

The fact that training of employees for new jobs was to eliminate or reduce the need for recruiting on the outside was specifically stated in several Navy agreements.

When new ratings are established, management will endeavor to retrain interested, qualified unit employees before resorting to outside recruiting. (68)

Training programs, a few agreements specified, were to be conducted during duty hours, at no expense to the employee.

At the discretion of the employer, on-the-job training required by the employer, as distinguished from training for which the employee voluntarily applies, shall be accomplished on the employer's time. (38)

\* \* \*

Consistent with managements' needs, and considering the individual worker's interest, capabilities and experience, and considering employee potential for future promotion beyond the next promotion, management will provide for ascension training using the "job training" procedure. Job training will be given in-house on equipment, procedures, and techniques required in actual production. Generally training will be under the direction of skilled journeymen or personnel of a higher grade or under supervisors. (36)

At the same time, training furnished by the employer did not relieve the employee of his obligation to strive toward self-improvement. The union agreed to stress this point to its members.

The employer and the council recognize that each employee is responsible for applying reasonable effort, time, and initiative to keep abreast of the changing technology of his occupation. The council therefore agrees to encourage employees to take advantage of training and educational opportunities which will add to the skills and qualifications needed by them for advancement, or as prerequisites for further training provided by the employer in their occupational fields. (9)

\* \* \*

The union agrees to stress to the employees the need for self-development and training to increase efficiency and output. (59)

Recruiting. Thirteen agreements, 6 negotiated by several seagoing and 7 by printing-trades unions, provided, in a qualified way, for union participation in hiring. As typically stipulated, the union could refer applicants for employment or was to serve as a recruiting source. The right of final selection remained with the employer.

. . . [The employer], by his representatives, may make known to the union the nature and extent of current recruiting efforts and shall include the union in invitations to refer applicants for employment. (69)

\* \* \*

MEBA will be used as a recruiting source for qualified engineer officers. In this connection, MEBA will be furnished information by the employer concerning engineer officer recruitment needs by means of telephone calls or recruitment announcements that contain the engineer officer positions for which applications are being accepted for consideration. MEBA members who desire to apply may then do so and will be accorded full consideration with other eligible applicants . . . The right of selection or nonselection of an engineer officer from among eligible applicants regardless of the source rests solely with the employer. (70)

\* \* \*

When the normal recruiting procedures for filling vacancies are nonproductive, the employer agrees to contact the union for referral of qualified candidates. The union recognizes that such qualified candidates referred for consideration must be processed through the appropriate channels and procedures of the Civil Service Commission. (48)

\* \* \*

Appointments to positions in the unit shall be made in accordance with the Civil Service Act, rules and regulations, on the basis of merit and ability. The board will consider any applicants submitted by the union in developing lists of eligibles to supplement Civil Service registers. (47)

## Union Activities

Approximately three-fifths of the agreements touched on one aspect or more of union activities, ranging from time for meetings to activities of stewards and check-off of dues. While a large number of these agreements were negotiated by the Department of the Navy, a considerable proportion were in effect in other agencies, notably Army, Air Force, Interior, and Veterans Administration. In terms of employee coverage, wage board units predominated, followed by units of mixed composition.

Union Affairs and Meetings. About 30 percent of the agreements re-stated, in various forms, section 9 of the Executive order which provides, in part, that the "solicitation of memberships, dues, or other internal employee organization business shall be conducted during the nonduty hours of the employees concerned."

Representatives of Lodge 1884 will be afforded opportunities to solicit membership among PVFO employees, but such solicitation, collection of dues, or other internal business of Lodge 1884 may not occur during working hours . . . (71)

\* \* \*

. . . In no event may solicitation of memberships, collection of dues or other internal union business be conducted on official time. Official time does not include the luncheon periods. (72)

\* \* \*

. . . It is agreed that time off from work granted to stewards or other council representatives shall not be used for discussion of any matters connected with the internal management or operations of the council or any other employee organization; the collection of dues, assessments, or other funds; the solicitation of memberships; campaigning for elective office; . . . or the distribution of literature or authorization cards . . . (9)

Membership meetings were also to be held during off-duty hours, but facilities were made available by the employer, as stipulated in slightly more than 15 percent of the agreements.

At the request of the lodge, and subject to availability and to safety and security regulations, space will be made available for meetings of the lodge during nonduty hours of the employees involved. Such space will be maintained without damage and restored to a reasonable state of good order by the lodge after use. (73)

\* \* \*

Facilities of the shipyard, including utilities, will be made available, where practicable, for meetings of the council outside regular working hours. The council agrees to leave the facilities in a clean and sanitary condition. (6)

\* \* \*

The employer agrees that the union may use available conference rooms or other suitable areas on the depot for the purpose of holding meetings. The union agrees that such facilities shall be used only during nonduty hours. The union shall arrange for use of the rooms or areas with the appropriate management official, and shall conform to all fire protection and security requirements. Violation of fire or security regulations shall automatically terminate this privilege accorded the union. (74)

Publicity. Under the terms of 95 agreements, the union was granted the right to publicize meetings, elections, membership drives, social affairs, etc., on installation bulletin boards or, less frequently, in installation newspapers. Generally, material had to be cleared by agency officials before posting and could not contain anything considered "propaganda" or derogatory of Federal officials or policies.

The union is authorized to post notices on unofficial bulletin boards. The number and location of such boards shall be determined by the management official concerned. Union notices will be screened by the industrial relations officer prior to posting. Notices containing propaganda against or attacks upon agencies, individuals or activities of the Federal Government, or involving political issues, will not be approved for posting. A copy of this agreement shall be posted on each official bulletin board in those working areas where employees subject to this agreement are employed. (75)

\* \* \*

The employer agrees to provide space on unofficial bulletin boards wherever located in shops and offices for the posting of union notices and similar informational material. All material shall be subject to screening and approval of the employer before posting. The union agrees that no material casting an adverse reflection on the conduct, integrity, or motives of any official, agency, or activity of the Federal Government shall be distributed in any manner to employees in the unit. (25)

In other agreements, the screening requirement was waived for announcements of routine union activities or if the union agreed to adhere to the "no propaganda" rule.

Space on appropriate bulletin boards will be made available to the lodge for posting official lodge information. The lodge will obtain prior approval of the content of articles posted on the bulletin boards except notices of meetings, the names of lodge representatives, social events, and AFGE bulletins. (76)

\* \* \*

Space on bulletin boards will be made available to the lodge for posting official lodge information. Prior approval of the content and the specific details for the posting will not be required, but the lodge agrees that such literature will not contain propaganda against or attacks upon any agency, individual, or activity of the Federal Government.

Any lodge material posted will be signed by a duly authorized representative of the lodge. All costs involved in the preparation of lodge material will be borne by the lodge. (43)

Less frequently, the union was also allowed space in the installation newspaper to publicize its activities, usually under the same conditions as applied to use of the bulletin boards.

The employer agrees that the union shall be permitted to use bulletin boards throughout the installation for posting official union bulletins. All costs incident to reproduction, preparation and distribution of such material shall be borne by the union.

The union agrees that material relating to partisan political matters, or material which reflects discredibly upon the integrity or motives of any individual, another employee organization, or upon the Federal Government, shall not be posted.

The union agrees that all material shall be submitted to the employer prior to posting. Excepted from this requirement are notices of union meetings and notices of union elections. The union further agrees that material shall be of current nature only, and shall occupy only a reasonable amount of space.

The employer agrees to publish notices of union meetings in the daily bulletin, not to exceed three for any one notice. The union agrees to submit notices in such form as to obviate any editing by the employer. Items submitted will be reviewed by the employer, and those not suitable for publication will be returned with a note stating the reasons for nonacceptance. (74)

\* \* \*

Space will be provided the union on bulletin boards and in the Depot's newspaper, "Soundings," provided that all material is submitted to the employer in advance for review and approval. (40)

Stewards and Representatives. About three-fifths of the agreements (124) defined, at least in some measure, the rights and duties of employees who functioned as union stewards, committeemen, representatives, or officers.<sup>11</sup> Provisions were found in agreements negotiated by all except four agencies and by 19 of the 29 unions accounted for in this study. More than 90 percent of these agreements pertained to employees in wage board or mixed units. Marked differences among agencies and unions were noted in the treatment of such details as the number of stewards, time allowed for designated activities, protection against discrimination, and assignment limitations. In its briefest form, these clauses in their entirety read as follows:

The union shall be authorized to appoint one steward and an alternate for each shift. The agency will be advised of the names of the employees appointed. (60)

\* \* \*

The area director agrees that to enable the officers and representatives of the council to discharge their obligations and responsibilities under this agreement they shall be permitted to meet and discuss matters pertaining to this agreement with area officials and supervisors during working hours, and to process grievances, without taking leave or leave without pay . . . (77)

\* \* \*

When specifically requested by an employee, an officer of the union may be authorized to leave his work area without loss of pay, to discuss a specific employee grievance or complaint. Total time lost from the job will be kept to a minimum and permission denied when time lost becomes excessive. Permission will otherwise be granted in the absence of compelling circumstances. Normally, arrangements will be made for the employee and union officer to meet during the lunch period. (11)

More often, however, the agreements stipulated the rules governing stewards' activities in greater detail, particularly the number of employees who were to function in this capacity and the time allowed for such duties without loss of pay. Typically, a particular number or time limit was not specified; rather, the agreements used terms such as "reasonable" or "not excessive." For example:

The employer agrees to recognize a reasonable number of shop stewards or craft committeemen (hereinafter referred to as council representatives . . .) duly authorized by the council as the representatives of a particular area or craft on appropriate matters or grievances arising within that area or craft. The council shall supply the employer in writing and shall maintain with the employer on a current basis, a complete list of all authorized council representatives together with the designation of the area or craft each is authorized to represent.

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<sup>11</sup> While a few agreements referred to these categories of union officials separately, in most cases they were either treated alike or the terms were used interchangeably by different agencies. Hence, the provisions concerning these officials have been combined in this report.

Reasonable time during working hours ("time allowed") will be allowed council representatives for attendance at meetings with the employer. Reasonable time will also be allowed for representatives to discuss with employees grievances and appropriate matters directly related to the work situations in their area or craft. Council representatives will guard against the use of excessive time in the handling of such matters. (58)

\* \* \*

Labor Lodge 12 stewards shall be designated by Labor Lodge 12 and shall be recognized as employee representatives for employees in the subdivision in which they are designated to be stewards. The union will supply the Department with their names, which shall be posted on appropriate bulletin boards . . .

Stewards shall not use their offices for matters outside the scope of this agreement. They shall conduct their business with dispatch. (10)

Where the number of stewards or other officials were designated, the provision was set forth in a number of ways. Some agreements set a maximum number; others referred to the number for particular shops, areas, districts, etc., or established ratios of stewards to employees in the unit.

The National Capital Regional Office recognizes the right of Local 1632 to designate job stewards and alternates. The number of job stewards so designated shall not exceed two, plus an equal number of alternates . . . (49)

\* \* \*

The employer recognizes the right of the AFGE to appoint four shop stewards within the unit to carry out the responsibilities of the AFGE in representing the employees . . . A complete definition of their zone of responsibility and the employees whom they are designated to represent will be set forth . . . (78)

\* \* \*

. . . All work areas of the unit will be divided into districts by mutual agreement between the employer and the union. Districts as agreed upon shall be recorded as appendix "A" hereto. One steward will be assigned to each district and that steward's activities will be restricted to his district and he shall represent only those employees assigned to his district . . .

The employer agrees to recognize seven zone committeemen designated by the union. Five zone committeemen are to be assigned to zones mutually agreed upon and recorded in appendix "A" hereto within the Overhaul and Repair Department, and there shall be one zone committeeman each for the Supply Department and Public Works Department. (42)

\* \* \*

. . . The number of stewards, including chief stewards, designated shall not exceed the ratio of 1 to every 100 nonsupervisory employees, or major fraction thereof, in the ungraded unit on each normally scheduled shift, except in the case where this ratio provides less than one shop steward per shop group, the council may designate additional shop stewards in excess of the above ratio to a maximum of one shop steward for each shop group where a normally scheduled shift is worked. (6)

Some agreements which designated the number of stewards also listed the amount of time they could normally spend on such duties.

It is agreed and understood that a total of nine shop stewards, and two alternate shop stewards will be appointed by AFGE Lodge 1539 . . .

Stewards will be permitted to leave their normal work areas to perform duties . . . only with permission of their supervisor. Supervisors will permit stewards not to exceed 3 hours per pay period to carry out appropriate steward duties. Should more time be required by a steward, he will consult with his supervisor and division or service chief. This permission will be granted in the absence of compelling reasons which require the employee's presence at the tasks he is then performing. (79)

. . . one member of the unit shall be designated by the employee organization to perform shop steward duties . . . This shop steward shall be allowed a reasonable amount of time to perform the shop steward duties, but in any event not to exceed 4 hours per month . . . (80)

Many agreements required union representatives to comply with various plant rules before engaging in authorized activities. Usually, permission of the supervisor was to be obtained before leaving the work area and to report to him upon returning to work. At times, permission of the supervisor of the department entered was also necessary.

. . . It is understood that permission of the immediate supervisor will be obtained for such absence from normal work and that such permission will normally be granted in the absence of compelling circumstances. (81)

\* \* \*

Union representatives, when leaving their work area, shall first obtain permission and the required pass from their immediate supervisor in accordance with Bureau regulations governing employee movement within the buildings. Permission shall also be obtained from the immediate supervisor of any employee being contacted. The representatives will report their return to work to their supervisor . . . (2)

A small number of agreements stressed that stewards or other representatives would not suffer discrimination or be restrained in any way in carrying out agreed upon duties.

. . . There shall be no restraint, interference, coercion, or discrimination against the representatives because of the performance of such duties . . . (82)

\* \* \*

It is understood that all persons (including supervisors and stewards, but not limited thereto) involved in employee-supervisor relations will assert themselves in a temperate and gentlemanly manner in their mutual dealings and will assume responsibility for conforming to appropriate standards of personal conduct. The employer agrees that chief stewards, stewards, council officers, and representatives will not be discriminated or retaliated against or transferred from one work shift or shop to another due solely to legitimate employee organization activities permitted under the provisions of applicable NCPI's or this agreement. (9)

A limitation on transfers of union officials, as illustrated above, was a characteristic of a number of Navy contracts. Should a change in work or shift have become necessary, the union was to be notified in advance, except where an emergency situation ruled this out.

Under normal circumstances the employer agrees that no member of the council conference committee or designated overall chairman of the shop stewards or craft committeemen will be transferred from one work shift or shop to another. When such transfers are necessary the employer will give prior notification to the council if possible. (58)

\* \* \*

In the event it becomes necessary to transfer an authorized shop steward from one shift to another, the employer agrees to give a 3-day notice to the union prior to the effective date of transfer. It is further agreed that the above procedure shall apply to the transfer of shop stewards from one cost center to another, except that a 5-day notice must be given to the union. (83)

Visitation Rights. The right of nonemployee union officials to visit the installation to engage in union activities, participate in meetings with management, or to discharge undefined "responsibilities under the agreement" was set forth in 59 agreements, largely those covering Navy (33) and Army (12) facilities. Provisions of this type were present in virtually all agreements negotiated by

unions of seagoing employees and local metal trades councils. Reference was usually made to the necessity of visitors complying with existing security regulations.

. . . During nonoperational periods and by prior arrangement, union representatives may visit employees aboard vessels covered by this agreement for the purpose of discussing union business and affairs. (84)

\* \* \*

The employer agrees to arrange for the prompt admittance to the station of authorized representatives of the council and its affiliated unions, upon approval of request to visit, in carrying out permissible functions within the scope of their responsibilities. All such visits shall be governed by national security regulations. (20)

\* \* \*

Representatives of the union who are not employees may participate, by prior arrangement, in meetings with management representatives. Subject to obtaining prior permission from COMSTSGULF, or his designated representative, as required by CMPI 721.2-10g, such union officials may visit union ship representatives aboard ship for the purpose of preparing agenda items to be discussed with COMSTSGULF. (85)

\* \* \*

The project agrees that to enable the union to meet and discharge its obligations and responsibilities under this agreement, authorized representatives shall be permitted to visit the project and places of work of the project during working hours, provided that in restricted areas they shall be accompanied by a bureau representative.

Authorized union representatives shall confine their activities during such hours to matters relating to this agreement, and will first make their presence known to the project representative. (65)

One agreement dealt specifically with visitation rights during hazardous operations, and established the following conditions:

Authorized representatives of the association will be permitted to go aboard floating plant covered by the agreement upon request to the master of the vessel, when the plant is in port or not operating. Normally, association representatives will not be permitted to board floating plant while in operation. However, when there are mitigating circumstances an association representative may request permission to go aboard the floating plant while it is operating. Such a request will be submitted in writing to the district engineer at least 24 hours in advance of the time it is desired to board the vessel. The district engineer will consider the circumstances involved and will notify the association representative of his decision in writing. The district assumes no obligation to transport association representatives to and from vessels while in operation.

The association shall take out insurance which will protect the Government against any claims, loss of life, or injury occurring to a representative of the association while on the property or while on board a vessel of the district. (86)

Union Leave. A leave of absence with or without pay to attend union meetings or conventions, to hold full-time union office, or to accept other union assignments was available to members under more than one-fourth of the agreements studied. As a rule, however, such leave was contingent upon work requirements at the activity, as determined by the employer. Navy agreements, which accounted for the majority of these provisions, often read as follows:

Employees may, at the discretion of the employer, be granted leaves of absence without pay in accordance with applicable statutes and regulations, including those contained in NCPI 630.8.

The employer agrees to give consideration to council officers' and representatives' requests for leave with pay or leave without pay in accordance with applicable regulations to attend outside conferences, conventions, or other special meetings. (27)

\* \* \*

Written notice to the employer by the union of election or appointment of employees in the unit to a union office or as a delegate to a union activity will be accepted as a justification for leaves of absence unless there are compelling circumstances to the contrary. Should the application for leave of absence be disapproved, the employer agrees to notify the union, in writing, of the reasons therefor. (45)

Where the period of leave was indicated, it was, in accordance with agency regulations, for 1 year.

Any member of the unit elected or appointed to a national office in the union shall be given leave without pay upon application. In the event the employee so elected or appointed occupies a position which could not be satisfactorily filled on a temporary appointment basis, management may deny the requested leave without pay. Leave without pay for the above purpose will not exceed 1 year, but may be renewed upon appropriate application.

Elected delegates to a union function may be given annual leave or leave without pay to attend such functions provided that the hospital is given 30 days' advance notice. Division or service chiefs may accept less than 30 days' notice if work conditions permit. (37)

A few agreements, however, stipulated shorter leave periods with or without pay, for union business.

The employer agrees that the union may designate employee members as representatives elected or appointed to a union office or as a delegate to any union activity necessitating a leave of absence, not to exceed 15 workdays per year. Upon written notification to the employer by the union, such employee shall be granted, insofar as possible, a reasonable amount of annual leave or approved leave without pay as appropriate. (35)

Employees on an authorized leave of absence accrue all benefits to which they are otherwise entitled. This was specifically spelled out in about 10 percent of the agreements. For example:

Journeyman pressmen in approved leave of absence 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 Program, in accordance with current laws and regulations. (2)

\* \* \*

. . . 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 . . . (8)

Fifteen agreements dealt with various aspects of reemployment rights of employees returning from a leave of absence.

An employee returning to service from leave without pay who has maintained all necessary qualifications will normally be returned to the job rating and pay status he enjoyed before going on leave.

If an employee's status is changed during the period he was on leave, such changed status shall be reflected upon his return to work. (34)

\* \* \*

An employee absent on extended leave will normally be carried on the rolls during his absence in the rating held at the time his leave commenced.

The employer recognizes the bumping and retreat rights of an employee on leave of absence in situations where the employee is affected by reduction-in-force action during his leave of absence. (9)

Dues Withholding. Civil Service Commission regulations governing the withholding of union dues by Federal agencies and transmittal of such dues to employee organizations went into effect in January 1964. By late summer 1964,

37<sup>12</sup> agreements had incorporated dues checkoff provisions, although several of these were concluded before the regulations were issued, to go into effect as soon as permissible.

When withholding of lodge dues on a voluntary basis is authorized for Federal employees, the commander agrees that this practice will be implemented on the base, provided the lodge meets the requirements of the applicable statutes, executive orders, or rules or regulations. (82)

Most checkoff provisions spelled out this arrangement in extensive detail, restating, in various forms, the points covered by CSC regulations, notably such matters as authorization, remittances, revocation, and costs (2 cents per deduction).

#### Article XXIV—Dues Deduction

Section 1. The employer shall deduct dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the appropriate unit for which the council holds exclusive recognition, in accordance with the provisions set forth herein.

Section 2. Union dues (the regular, periodic amount required to maintain an employee in good standing in his appropriate local union affiliated with the council) shall be deducted by the employer from the employee's pay each payroll period when the following conditions have been met:

- a. The employee is a member in good standing of his appropriate local union affiliated with the council or has signed up for membership in his appropriate local union subject to the payment of his first month's dues through voluntary allotment as provided herein.
- b. The employee's earnings are regularly sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the council.
- d. The appropriate local union of the council, through its authorized official, has completed and signed section A of such form on behalf of such affiliated local union.
- e. Such completed form has been turned over to the employer, code 1351, by the council.

Section 3. The council is responsible for purchasing the standard allotment form prescribed by the Comptroller General; distributing it to its members; certifying as to the amount of its dues; delivering completed forms to the employer, code 1351; and educating its members on the program for allotments for payment of dues, its voluntary nature, and the uses and availability of the required form.

Section 4. Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the employer, code 1351, providing that Standard Form 1187 is received by 1000 hours of the Wednesday preceding the beginning of the biweekly pay period.

Section 5. The amount of the union dues to be deducted each biweekly pay period shall remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized official, and such certification is transmitted to the employer, code 1351, by the council. Such change shall begin with the first pay period after receipt of the notice of change by the employer, code 1351, or a later date if requested by the council. Such changes shall not be made more frequently than once each 12 months. In addition, changes made as a result of changes in membership classification such as promotion to journeyman, will be made upon submission of a new Standard Form 1187, effective the beginning of the first pay period following receipt by the employer, code 1351.

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<sup>12</sup> This figure would tend to underestimate the prevalence of such arrangements, since unions having obtained formal recognition are eligible to participate under Civil Service Commission rules.

Section 6. An employee's voluntary allotment for payment of his union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the council.
- b. Separation of an employee from the unit for which the council holds exclusive recognition.
- c. Receipt by the employer, code 1351, of notice from the council that the employee has been expelled or has ceased to be a member in good standing of his local union. Such notice shall be promptly forwarded by the council to the employer, code 1351.

Section 7. An allotment for the deduction of an employee's union dues may also be terminated by the employee through submission to the employer, code 1351, of a Standard Form 1188 or individual substitute, properly executed in duplicate by the individual employee. Such duplicate shall be promptly forwarded by the employer, code 1351, to the council. A termination of allotment under this section shall be effective with the first full pay period following either March 1 or September 1, whichever is the earlier, provided the revocation is received by the employer, code 1351, by such date.

Section 8. The employer, code 1351, shall transmit to the council secretary-treasurer promptly, after each regularly scheduled payday, the following:

- a. Lists in duplicate for each affiliated local union of the council which has employees on voluntary dues allotments. Each such list shall identify within each union dues code, the badge number and name of each employee, and the amount of his allotment deduction. Each list shall include the total monetary amount of all such allotment deductions made for the employee members of such affiliated local unions, together with the total number of such allotment deductions.
- b. A summary sheet in duplicate listing the total monetary amount of the allotment deduction for dues made on behalf of each affiliated local unions identified by local union name and number. The summary sheet shall also include the grand total of all such monetary allotments deducted in favor of all such affiliated local unions for the pay period covered and the grand total of the number of allotment deductions made.
- c. A listing of employees who have terminated their deductions within the pay period.
- d. A check drawn on the Treasury of the United States and made payable to the council in an amount equal to the grand total of all such monetary allotment deductions made, less 2 cents for each deduction. (87)

\* \* \*

Pursuant to the Basic Employee-Management Agreement between the Bureau of Reclamation, U. S. Department of the Interior, Middle Rio Grande Project, and the American Federation of Government Employees, AFL-CIO Lodge No. 2246, approved February 28, 1964, representatives of the project and the union conferred on March 24, 1964, and agreed to adoption of the following plan with respect to payroll deduction of union membership dues:

1. Employee union members desiring to have union dues deducted from their pay must submit a written request for such deductions to an authorized representative of the project.
2. The project shall make such deductions from employees' wages only upon receipt of a properly executed request, in duplicate, from employees on Standard Form 1187. The original of the request shall be retained by the payroll office and the copy shall be forwarded to the union.
3. The form prescribed for authorization of payroll deduction of union dues shall be furnished by the union.
4. The project shall effect requests for changes in the amount of allotments for the payment of dues on the first day of the pay period beginning 4 workdays or more after requests have been received.
5. Changes in the amount of allotments for payment of union dues may not be made more frequently than once each 12 months.
6. Before the project may start payroll deductions for union dues, the union shall furnish the project a written schedule of regular basic biweekly dues applicable to members covered by this agreement.

7. A 2-cent withholding fee will be charged by the project for each deduction made per pay period for each employee.

8. The union shall be furnished a biweekly list reflecting the names of members for whom deductions were made and the amount of each deduction with appropriate totals on number of members, amounts withheld, and amount of the 2-cent fee.

9. The union shall promptly notify the project in writing when a member is expelled or ceases to be a member in good standing so that the allotment for the employee can be terminated effective with the close of the pay period in which the notice was received.

10. Employees may terminate union dues allotments effective at the beginning of the first full pay period after March 1 or September 1, whichever is earlier, by furnishing the project a written revocation.

11. The finance officer will send a copy of each written revocation received by the agency to the union within 5 workdays after receipt. (88)

### Union-Management Activities

The Executive order provides that management and an employee organization designated as the exclusive representative "shall meet at reasonable times and confer with respect to personnel policy and practices and matters affecting working conditions, . . ." This, as specifically stated, also encompasses the negotiation of agreements. This section of the study describes the various policies adopted by the parties to foster union-management cooperation and to reach agreement on bargaining issues. Grievance procedures are discussed under a subsequent heading.

Cooperation Committees. About one-fourth of the agreements, distributed over 14 agencies and 13 unions, established a variety of committees whose function was either to "improve cooperation" generally or to deal with somewhat more specific problems, such as the elimination of waste, improvement in workmanship, employee morale, and other work problems. Negotiation of agreements or the processing of grievances was explicitly or implicitly outside the scope of these committees.

The following examples illustrate the kinds of joint committees established to deal with mutual problems not otherwise identified:

In order to achieve the fullest possible benefits from the contributions of its employees, there is established a joint Employee-Management Committee to consist of an equal number of representatives (not more than five and not less than two) chosen by the union from among its members and by the main station supervisor from among his staff. (89)

\* \* \*

For the purpose of fostering better labor-management cooperation the lodge shall select two representatives and management shall select two representatives from its supervisory staff to form a Labor-Management Committee at each helium plant. (90)

More typical, however, were clauses which addressed themselves to specific problems of concern to the parties. For example:

A committee of not more than three representatives of the employee organization will meet with representatives of management from time to time as the need arises, to consider and make recommendations to the activity head on the elimination of waste, improvement of workmanship and correction of conditions leading to a misunderstanding. (68)

\* \* \*

The shop steward and the unit supervisor shall meet from time to time, as may be reasonably appropriate without interfering with the work of the unit, for the purpose of advising board management and union officials on any matter which by cooperative action would improve relations between employees and management officials, and submission of advisory proposals for elimination of waste; conservation of materials and supplies; improvement of quality of workmanship and services; promotion of education and training; the correction of working conditions making for grievances and misunderstandings; safeguarding of health and elimination of employment hazards; the improvement of working conditions and the strengthening of employee morale, but not including grievances, disagreements, or matters relating to rates of pay. (47)

\* \* \*

A regular meeting will be held monthly between management and the union. Purpose of these regular meetings will be to review management-employee relationships, to identify possible problem areas at an early stage, to provide management an informal report or "feel" for employee morale and to discuss any current problems or impending actions. Time and place of this meeting will be arranged and announced by management. (91)

Several agreements, in addition to listing the purposes of the committee, also referred to its procedures and operations.

The employer and the union, having recognized that cooperation between management and employees is indispensable to the accomplishment of the purposes for which the activity has been established, maintain and support a joint cooperative committee as an effective means by which to foster such cooperation.

This joint cooperative committee shall give consideration to and make recommendations to the director on such matters as the elimination of waste, the conservation of materials, supplies, and energy, the improvement of quality of workmanship and services, the conditions of employment on new or improved equipment or machines different from those now in use within the jurisdiction of the employer, the promotion of education, the establishment of an effective training program, and the correction of conditions making for misunderstandings.

This joint cooperative committee shall consist of six members. The three shop committee members shall represent the union and three members appointed by the employer shall represent management. At each meeting the committee shall elect a nonvoting chairman from among its members. The selection shall be made alternately from among the group of members representing the union and the group of members representing management. The committee shall make its recommendations to the director in writing.

This joint cooperative committee will meet at the call of either the union or the employer at times mutually agreeable to both parties. The party calling the meeting shall provide to the other party, at least 3 working days in advance of the meeting, a written agenda of matters to be discussed. Minutes shall be kept and copies supplied to the union. (92)

\* \* \*

There shall be established immediately a committee consisting of representatives of the union and supervisory staff of the unit in equal numbers, not to exceed three. However, the union and the agency may each invite an official advisor. This committee shall meet once every 3 months.

An agenda shall be submitted by either party at least 5 working days prior to committee meeting.

Minutes shall be kept and the agency shall provide the committee members with minutes of all meetings.

Consideration by the committee shall be given to such matters as the elimination of waste, conservation of materials . . .

The committee shall report periodically to the officers of the union and the agency on any matter which by cooperative action would improve relations between employees and management officials. (93)

Union participation on single-purpose committees concerned, for example, with incentive awards, food service, charity drives, and recreation, were provided for in about 15 percent of the agreements. As a rule, more than one committee was listed in the contract.

The employer agrees to allot to the union not less than 50 percent membership on all committees appointed to administer such employee-employer activities as charity and bond drives, food service, recreation, solicitation, welfare, or other such committees appointed to provide services or assistance (not job related) to employees within the bargaining unit. The method of selecting the representatives of the union will be as follows:

The union will furnish the employer, within 7 calendar days of request, a list of not less than twice the number necessary to fulfill the requirements, and the employer will select them from the list.

The union agrees that it will actively support such causes and that committee members will be recommended who are considered capable of performing their functions well.

The employer agrees to appoint to the incentive awards committee two representatives nominated by the union. To effect this agreement, the union agrees to submit a list of five names of employees of AR & SB and the employer will select from the list and appoint two employees to the committee. (63)

\* \* \*

The employer agrees that the council may have representatives on the boards and committees not covered elsewhere in this agreement, as follows:

- a. Puget Sound Naval Shipyard Recreation Board of Directors, one member.
- b. Puget Sound Naval Shipyard Incentive Awards Committee,
  - (1) Beneficial Suggestion Panel, two members.
  - (2) Superior Accomplishment Panel, one member.
- c. Puget Sound Naval Shipyard Restaurant Board of Trustees, two members . . . (58)

Negotiating Committees. While bargaining committees exist in all cases where an agreement has been reached, references to such a committee, frequently also defining its composition and procedures, were found in 112 agreements, or more than half of those studied. Seventeen of twenty nonpostal agencies were parties to these agreements, as were 19 out of 29 employee organizations. The largest number of agreements, 53, applied to employees in mixed units, followed by units of wage board (43) and classified employees (16), respectively.

Agency	Agreements	Employees covered
Total -----	112	56,319
Agriculture -----	1	2,528
Commerce -----	1	80
Defense -----	1	264
Air Force -----	7	3,680
Army -----	10	4,431
Navy -----	12	10,500
Health, Education, and Welfare -----	9	12,245
Interior -----	14	724
Labor -----	2	4,045
Treasury -----	2	151
Federal Aviation Agency -----	1	46
General Services Administration -----	19	1,697
Interstate Commerce Commission -----	1	20
Railroad Retirement Board -----	1	1,800
Smithsonian Institution -----	1	30
Tariff Commission -----	1	7
Veterans Administration -----	29	14,071

A number of agreements did little more than state the existence of a negotiating committee.

The union and the payment center shall each select eight payment center employees to serve as its negotiating committee for the purpose of negotiations hereunder. Not more than four members of each of these groups will attend and participate in conferences as a working group. (94)

\* \* \*

Working conditions affecting the employees covered by this agreement shall be determined through the process of negotiation between the union and NAVOCEANO. For this purpose, the union and NAVOCEANO shall elect a negotiating committee which shall consist of employees within NAVOCEANO, and other representatives designated by the union. In addition to the negotiating committee, other representatives of the union and other representatives of NAVOCEANO, may be permitted to attend the conference. (95)

Agreements negotiated by the General Services Administration specified, by title or name, the management and union official who were to make up the committee.

Procedures for the Consultation and Negotiation of Issues Arising Under the Agreements.

In order of rank the contact representatives of the employer are: First line supervisor, second line supervisor, third line supervisor of the section concerned, assistant buildings manager, buildings manager, area manager of area five, chief of buildings management division, regional director of public buildings service, and regional administrator of region seven. In order of rank the contact representatives of the employee organization are: President, vice-president, welfare director, and craft representative.

Regular meetings attended by employer and employee organization representatives shall be held quarterly.

In attendance will be buildings manager, assistant buildings manager, custodial force supervisor, or any other supervisor required in accordance with the business to be discussed as shown by the agenda, or their designee and the employee organization officers, president, vice-president, craft representative or their designees or any other officer designated by the president who may be required in accordance with the business to be discussed as shown by the agenda. The president shall notify the employer of those designated to attend a meeting and shall limit his selection to three employee organization representatives, unless mutually agreed that more might attend. Any meetings may be cancelled by mutual consent of both parties. Special meetings may be arranged at the request of either party. An agenda will be prepared in advance by a designated representative of the employer and will be based on suggestions from employer and employee organization officials . . .

Minutes shall be made of the regular meetings attended by employer and employee organization representatives, a copy of which shall be furnished to the employee organization. (96)

A considerable number of agreements were silent on whether meetings would be conducted during duty or off-duty hours; others, particularly those negotiated by the Veterans Administration, restated that part of section 9 of the order which provides that ". . . consultations and meetings . . . shall, whenever practicable, be conducted on official time, but any agency may require that negotiations . . . be conducted during . . . nonduty hours . . .", as follows:

The negotiating committee shall be made up of eight members; four representing management and four representing the union. 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.

Ordinarily, negotiation meetings will be held on official time without charge to leave. If such meetings take an inordinate amount of time, the center director, at his discretion, may require that these meetings be conducted during the nonduty hours of the employee representatives involved. (97)

Less frequently, agreements provided that all time spent in negotiations would be "off the clock."

. . . Employees from the bargaining unit, including the members of the local's negotiating committee, who attend the conference shall be charged with leave or leave without pay. (98)

Factfinding Committees. The resolution of deadlocks in contract negotiations can be a particularly troublesome issue in bargaining situations where the union is not permitted to strike, the employer not permitted to resort to lockouts, and where arbitration of contract terms, even of an advisory nature, is prohibited.<sup>13</sup> At present, parties to Federal agreements have agreed on three methods to overcome a bargaining impasse: (1) By means of a factfinding committee; (2) mediation; and (3) submittal of issues in dispute to higher authorities.

Various factfinding committees were established under the terms of about one-fourth of the agreements, scattered over 10 agencies, with the Veterans Administration accounting for about three-fifths of the total. Nine out of ten bargaining units were made up of wage board or comprised both wage board and classified employees.

<sup>13</sup> Section 8(b) of the order permits advisory arbitration of grievances, but states that this does not apply to "changes in or proposed changes in agreements or agency policy."

Agency	Agreements	Employees covered
Total -----	52	20,126
Army -----	5	1,127
Navy -----	1	30
Health, Education, and Welfare -----	3	2,415
Interior -----	9	423
Labor -----	1	45
Treasury -----	1	118
General Services Administration -----	1	67
Railroad Retirement Board -----	1	1,800
Smithsonian Institution -----	1	30
Veterans Administration -----	29	14,071

While some factfinding committees were made up of an equal number of management and union representatives, others provided for an additional member to be selected by the parties. The agreements, however, failed to indicate whether the additional member was to be an outsider or could be an agency employee or in some way connected with the parties. While the power of some committees was limited to a statement of findings, to be presented to the negotiators, in a few cases it extended to both findings and recommendations.

When an agreement is not reached in direct negotiation under this agreement, the chief of the payment center and the union shall, in good faith, exhaust all acceptable techniques of collective bargaining. After all acceptable techniques of collective bargaining have been exhausted and there is still an impasse in negotiations, a factfinding committee as hereinafter provided for, may be appointed to study the situation. The findings of the factfinding committee will be used by the negotiating committee to help resolve the issue . . .

The payment center chief determines the need for factfinding committees as provided for in this agreement, after consultation with the union. Such committees shall consist of an equal number of representatives appointed by the payment center chief and the union president, respectively. (52)

\* \* \*

When agreement cannot be reached upon working conditions or matters subject to negotiation, the negotiating parties shall submit the dispute to a joint factfinding committee consisting of five members, two selected by the agency, two selected by the union and the fifth member will be selected by the four members.

The factfinding committee shall ascertain the facts involved and submit its findings and recommendations to the negotiating parties within 10 days. (99)

\* \* \*

When agreement cannot be reached on any matter(s) subject to negotiation or being negotiated . . . such matter(s) shall be submitted by the negotiating parties to a joint factfinding committee.

The factfinding committee shall consist of five members, two selected by the employer . . . two selected by the union . . . and the fifth selected by the four members.

The factfinding committee shall ascertain the facts involved and submit a report of its findings and recommendations to the negotiating parties within 10 days.

The negotiating parties shall then, if possible, resolve the disputed matter(s) in the light of the findings and recommendations so reported. (100)

Typically, VA agreements specifically ruled out recommendations by factfinding committees. These agreements were also unique in the procedure set forth on how to resolve issues still in dispute.

When agreement is not reached after serious and diligent negotiation, the parties hereby agree to submit the issue to a joint factfinding committee.

The committee shall consist of three VA employees; Veterans Administration Hospital . . . management and Lodge 331 . . . shall each appoint one member and these two shall select the third member. No member of the negotiation committee shall serve on the factfinding 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 factfinding 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, 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 30 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 30-day period. (101)

In several agreements, particularly those negotiated by the Department of the Interior, a factfinding committee was set up before negotiation got underway so as to help define the issues before the parties. These agreements, it should be noted, also provided for subsequent mediation and, should this turn out to be unsuccessful, for referral to a higher agency official to render a final and binding decision. The factfinding clause read as follows:

Prior to such negotiations, the regional director and the union shall set up a joint factfinding committee for the purpose of establishing any relevant facts pertaining to rates of pay, job comparability, and working conditions. Consideration shall be given by the negotiating committees in their negotiations to any facts so established and to such other evidence as may be submitted by either party. (102)

Mediation. The use of qualified neutrals to help resolve contract disputes was provided for in a relatively small number of agreements (24), with one-half of these accounted for by a single agency, the Department of the Interior.

Agency	Agreements	Employees covered
Total -----	24	7,897
Agriculture -----	1	2,528
Commerce -----	1	80
Defense -----	1	264
Army -----	6	3,697
Navy -----	2	548
Interior -----	12	697
General Services Administration -----	1	83

Mediation, as the term is customarily understood, is a process whereby a neutral assists the parties, at their request, in reaching an agreement and was so treated in the majority of the contracts.

At such time as negotiations reach an impasse, either party may invoke the services of a mediator who shall be the joint selection of both parties. The mediator shall use his best efforts to bring the parties to agreement by mediation. Expenses arising from employment of a mediator shall be borne equally by the union and the project. (65)

\* \* \*

It is agreed by the employer and the employee organization that in the event of disputes that occur during negotiations, and it is patently clear that agreement cannot be reached, a mutually agreeable third party will be used to develop facts and mediate on an advisory basis. Such mediation will not be construed or considered as advisory arbitration as provided in section 8 and 11 of Executive Order 10988. (103)

In a few agreements, however, the mediator was also empowered to issue recommendations for settlements, a practice not usually found in agreements in private industry.

If consultation and negotiation on a negotiable matter fail to produce an amicable agreement, it shall be the prerogative of either the head of the agency or the union to request the use of a disinterested third party for development of facts bearing on the dispute and for the presentation of an advisory recommendation. The use of such advisory mediation shall in each instance be subject to the approval of the head of the agency and the union. The selection of a mediator shall be likewise subject to the approval of the head of the agency and the union. (104)

\* \* \*

. . . After three such meetings are held, if the matter remains unresolved, the corporation and the union shall submit the problem to an impartial expert, mutually agreed upon, who shall weigh the facts presented by both sides and endeavor to mediate a settlement. The mediator shall document his actions and advice in the performance of his functions and present a copy thereof with his recommendations for settlement to both sides. His services shall be terminated as the parties may decide, provided that the mediation period shall not extend beyond a 3-day period unless agreed upon between both parties. The cost of the services of the mediator shall be paid by the corporation and the union in equal shares. (31)

\* \* \*

If an impasse in negotiation has been reached, representatives of management and the association may, upon mutual agreement to mediate, meet within 10 days to agree upon the selection of a mediator from within the Federal Government Service. If agreement cannot be reached, then either the association or management may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as mediators. The parties will meet within 5 days after the receipt of such a list. If they cannot mutually agree upon one of the listed mediators, then management and the association successively will each strike one mediator's name from the list of five, and shall then repeat this procedure. The remaining name shall be that of the duly selected mediator. The mediator will be requested to meet with the parties, study the issues, and make recommendations and suggestions designed to assist the parties in resolving the matters at issue. (105)

As the above clauses indicate, the cost of the service, where indicated, was to be shared equally by the parties. In one agreement, however, the employer agreed to pay expenses for negotiations and mediation if the dispute reached designated agency and union levels:

Expenses for the national joint council chairman, the service level negotiating committee, and the mediator in the resolution of impasses shall be borne by the service or division. (106)

Decision and Appeals. Finally, should the negotiators, with or without the help of factfinding and/or mediation, be unable to resolve an impasse, they could, under the terms of about one-fourth of the agreements, submit the issues in dispute to an agency official for a final and binding decision. This method of arriving at a contract settlement was a feature of agreements in the Department of the Interior and the General Services Administration, as the following clauses illustrate:

If efforts to bring about agreement through mediation are not successful, the dispute shall be submitted by the parties to the Director, Bureau of Commercial Fisheries, for consideration of the merits and his decision shall be final and binding on both parties to the dispute. Copies of briefs, documentary evidence, statements by the mediator, or other material filed with the bureau director as pertinent to the dispute by either the regional director or the union shall be furnished to the other party to the dispute. (107)

\* \* \*

Impasses between the employer and the employee organization may be submitted to the Administrator of GSA. The two parties may submit a joint statement in writing explaining the issue and their differing points of view, or they may submit separate statements. If deemed necessary, the administrator or the assistant administrator for finance and administration may require further investigation or hearing at the local level. The decision of the administrator will be binding upon all concerned. (108)

In contrast, in a few agreements, the authority of higher management was limited to an advisory opinion, for consideration by the negotiators:

If the problem is not resolved after the negotiating parties examine the [factfinding] committee report, the matter shall be referred to the Department level for an advisory opinion, and a copy of the referral sent to the National Office of this Federation. (99)

Finally, issues not settled at the local level could also be referred to higher management and union levels for further negotiations.

If the [negotiating] committee is unable to agree upon any negotiable matter properly before it for consideration, the dispute will be referred to the Department of the Army, Washington, D.C., through channels, and the International Brotherhood of Electrical Workers, Washington, D.C., for decision. The resulting agreement shall then constitute a supplementary agreement, or an amendment to this agreement, as appropriate. (30)

\* \* \*

In lieu of the use of such [factfinding] committee, the union and the employer may agree to have an impasse reviewed at higher levels in both the Army and the employee organization. (74)

### Grievances and Arbitration

The term "grievance" has a more limited application in the Federal Service than in private industry.<sup>14</sup> Chapter 771 of the Federal Personnel Manual describes a grievance as "a matter of personal concern or dissatisfaction to an employee the consideration of which is not covered by other systems for agency review." Employee grievances may include matters such as working conditions, relationships with supervisors, management decisions covered by the agency's grievance procedures, and implementation of personnel policies and employee-management agreements. Grievances can be initiated by an employee or group of employees; they may not be initiated by an employee organization, although an organization may represent employees in a grievance action.

Each agency, subject to broad standards issued by the Civil Service Commission, is free to establish its own grievance system. Within its system, agencies may negotiate specific procedures applicable to an exclusive unit of recognition. Such procedures may include provisions for advisory arbitration.

The President's task force, after an extensive study of agency grievance systems, stated that "most large agencies of the Government in which employee organizations are active will find it both necessary and desirable to provide such organizations with a recognized role in the grievance system . . ." In addition, it recommended that a provision for advisory arbitration may be included in agency agreements. It further suggested that agreements should not "be allowed to impair the right of an individual employee to handle his own grievance . . . and to choose his own representative. However, a representative of an organization granted exclusive recognition has the right to be present at such proceedings." These points were subsequently incorporated in the Executive order as follows:

Section 8. (a) Agreements entered into or negotiated in accordance with this order with an employee organization which is the exclusive representative of employees in an appropriate unit may contain provisions, applicable only to employees in the unit, concerning procedures for consideration of grievances. Such procedures (1) shall conform to standards issued by the Civil Service Commission, and (2) may not in any manner diminish or impair any rights which would otherwise be available to any employee in the absence of an agreement providing for such procedures.

(b) Procedures established by an agreement which are otherwise in conformity with this section may include provisions for the arbitration of grievances. Such arbitration (1) shall be advisory in nature with any decisions or recommendations subject to the approval of the agency head; (2) shall extend only to the interpretation or application of agreements or agency policy and not to changes in or proposed changes in agreements or agency policy; and (3) shall be invoked only with the approval of the individual employee or employees concerned.

<sup>14</sup> For an analysis of policies in private industry, see Major Collective Bargaining Agreements: Grievance Procedures (BLS Bulletin 1425-1, 1964).

The present study reveals that one of the points or more mentioned in the Executive order have been incorporated in about two-thirds of the agreements. Most, to be sure, simply refer to notice to the union that a grievance has been filed or emphasize an employee's right to process a case on his own. A considerable number, however, have established a variety of procedures patterned after those in private industry, spelling out such matters as its scope, procedural steps, time limits, and the conduct of (advisory) arbitration hearings. It is also an area marked by a diversity of approaches among agencies and unions, which defy easy categorization as indicated by the illustrations cited in subsequent paragraphs.

Rights of Union and Individual. The single most prevalent reference to grievance matters, found in about two-thirds of the contracts, was a statement that the union was to be notified or be present at formal grievance proceedings in cases, presumably, where the employee had not selected it as his representative. The right of the employee to initiate and process a grievance unaided by the union was emphasized in more than one-half of the agreements, often by offering him a choice between the agency and the negotiated procedures.

As exclusive representative . . . the lodge shall have the right to consult with management at any stage of a grievance . . . The lodge shall have the opportunity to be represented at discussions between management and employees or employee representatives concerning formal grievances. The lodge may also provide an employee with a representative to represent and assist him in the presentation of a grievance . . . when desired by the employee concerned . . .

The lodge shall be notified of grievances when they are submitted in writing . . .

Nothing in this section precludes an employee from designating the union or any other person to represent him in a grievance . . . (109)

\* \* \*

. . . this agreement does not preclude any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials . . . or from choosing his own representative in a grievance or appeal action.

. . . A representative of the union shall be given the right to be present when an employee in the unit presents his grievance or appeal to management . . . (110)

\* \* \*

Any individual employee, or group of employees, shall have a right at any time to present grievances and have such grievances adjusted without representation of the union as long as the adjustment is not inconsistent with the terms of this agreement, providing further that the proper union representative shall have been given the opportunity to be present at such adjustment. If not more than two employees are involved in such a situation and neither requests representation by the union, the union representative shall still have the right to be present at all discussions and hearings with his attendance at the proceedings charged to his annual leave or LWOP, at his discretion. (53)

\* \* \*

The complaint or grievance will first be presented by the aggrieved employee and representative of his choice if he desires one . . . The employee will . . . indicate in writing on a form mutually agreed to by the employer and the union, the choice of either this negotiated grievance procedure or established Coast Guard appeals or grievance procedure as appropriate . . . If the employee selects the Coast Guard general procedure, and if the employee does not choose a union member as his representative, the union will be given the opportunity to have an observer present at discussions between the employee and supervisory officials concerning the grievance . . . (63)

\* \* \*

The union has the right to . . . be present throughout a grievance hearing as an observer in the event the employee does not choose the union to represent him. (111)

\* \* \*

An employee has the right to select whomever he desires to represent him.

The union shall have the following rights in formal grievances:

- (1) To be notified of the time and place of the proceedings at each step of the grievance.
- (2) To be present at all steps of the grievance.
- (3) To be furnished with a copy of the written decision and summary, at any step at which a written decision and/or a summary is involved.
- (4) To have an opportunity to state its position on grievance whether or not it is the designated representative of the aggrieved. (112)

A few agreements which specifically gave the union the right to exercise its judgment whether to process a grievance also permitted it to pursue the particular issue on its own, in the following manner:

Nothing in the procedure set forth in this article shall be construed as to in any manner diminish or impair any rights which would otherwise be available to an employee in the unit. Nothing in this agreement shall be so interpreted as to require the council to represent him, if the council considers the grievance to be invalid or without merit. 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 council feels that a significant issue of general application still requires resolution, the council may pursue the matter under the provisions of Article V, matters Appropriate for Consultation and Negotiation. (38)

Scope of Procedures. The scope of the grievance procedure was defined either by listing the types of disputes subject to it or by also stating the issues excluded from the process. In the latter case, the agreement usually referred to separate appeals procedures which, as set forth in applicable rules and regulations, could be invoked for particular issues.

Generally, grievances relating to the interpretation and application of the agreement were admissible, as were complaints about working conditions. Issues frequently excluded were those dealing with various disciplinary (adverse) actions, security clearances, reduction-in-force, and equal employment opportunities.

An employee or group of employees may present in writing any disagreement with the commission growing out of grievances related to the application or interpretation of this agreement . . . (46)

\* \* \*

Be "grievance" we mean an employee's feelings of dissatisfaction with some aspect of his employment or with a management decision affecting him. For example, dissatisfaction with working conditions or work relationships; promotional disputes; belief that an admonishment or reprimand is unjustified; or complaints arising from reassignments and transfers for administrative purposes. (37)

\* \* \*

. . . These procedures apply to an employee's expressed feeling of dissatisfaction with aspects of his working environment or work relationships and management decisions concerning them which are outside his control. The procedures also cover the application of established personnel practices and the interpretation and application of this agreement. These procedures do not apply to cases in which other Coast Guard, Treasury, or Civil Service Commission regulatory or statutory appeals procedures are applicable . . . (63)

\* \* \*

To provide for the mutually satisfactory settlement of questions involving the interpretation or application of this agreement or any alleged violation thereof, or any other dispute which may arise between the parties, or with the interpretation or application of agency policies and regulations. Grievances resulting from the following types of actions will not be considered under this agreement, as separate avenues of appeal are established:

- Reductions-in-force (NCPI 351)
- Position classification (NCPI 512)
- Performance ratings and related letters (NCPI 430)
- Discrimination and Government employment policy (NCPI 713)
- Incentive awards (NCPI 450)
- Adverse action under EO 10450 and failure to be cleared for sensitive duties (NCPI 732)
- Ungraded rating determinations, wage determinations and pay alignments (NCPI 531)
- Nonselection for promotion when the sole grievance is an allegation by an employee that he is better qualified than the person selected (NCPI 770)
- Letters of caution or requirement (NCPI 750)
- Adverse actions involving discharge, suspension for more than 30 days, reduction in rank or compensation, or furlough without pay (NCPI 770). (20)

Procedural Steps. The process by which a dispute moved from the aggrieved worker through successive steps involving higher levels of union and management to final settlement was stipulated in slightly less than 50 percent (96) of the nonpostal agreements. Such procedures were negotiated by 15 agencies and 19 unions, in all but eight cases for employees in wage board or mixed units. A number of these also described such procedural aspects as time limits, witnesses, and the availability of pertinent records and transcripts.

Agency	Agreements	Employees covered
Total-----	96	80,778
Agriculture -----	1	2,528
Commerce -----	3	230
Air Force -----	1	1,430
Army -----	16	8,620
Navy -----	40	59,693
Health, Education, and Welfare -----	1	14
Interior -----	14	724
Treasury -----	3	464
Civil Aeronautics Board -----	1	11
Federal Aviation Agency-----	3	793
National Labor Relations Board-----	1	42
Railroad Retirement Board-----	1	1,800
Smithsonian Institution -----	1	30
Tariff Commission-----	1	7
Veterans Administration -----	9	4,392

A relatively simple procedure is represented by the following:

The shop steward of the employee concerned will attempt to settle the problem with the line supervisor and is limited to the level of the line supervisor in voicing the position of the employee and the AFGE.

In the event that the shop steward and the line supervisor cannot settle the area of dispute to the satisfaction of both parties, the AFGE chief steward is then authorized to take the AFGE and the employee's views to the department head . . .

When the department head and the chief steward cannot solve the problem, either due to disagreement in principle or limit of authority, the business agent of the AFGE may make the union's position known to the employer or his designated representative.

If the business agent and the appointed management official cannot resolve the grievance, the final step in the local grievance action will be consultations between AFGE officials of the Santa Ana Unit of Lodge 1881 and representatives of the employer. A written transcript of the final local grievance action will be kept in the same manner as hearings under NCPI 770. (78)

Provisions on procedural matters, where found, generally dealt with time limits and other aspects described below:

The dispute or grievance shall first be taken up by the steward, the aggrieved employee, and the appropriate supervisor of the employee involved. The supervisor must give his answer within 3 working days.

If no satisfactory settlement is reached between the steward and the supervisor, the grievance shall be reduced to writing on a form mutually agreed to by the employer and the council and submitted by the chief steward within 3 working days to the department head concerned, who, with lesser ranking supervisors concerned, shall meet with and discuss the grievance with the chief steward, the steward and the aggrieved employee or employees within 3 working days after receiving the grievance. If no satisfactory settlement is reached between them within the next 3 working days, then the grievance may be referred by the chief steward to the appropriate council officer for processing. It is agreed by both parties to this agreement that at this point the aggrieved employee will indicate in writing the choice of either the council's grievance procedure, a part of this agreement, or the Navy Grievance Procedure . . . If the council's grievance procedure is followed, appeal to step 3 must be within 3 working days . . .

Upon receipt of request from the appropriate officer of the council, the head of the activity, or his designated representative with such management personnel as he deems necessary or desirable, shall arrange to meet within 3 working days with appropriate officers of the council, the chief steward and the aggrieved employee or employees, in an effort to reach a satisfactory settlement of the grievance or dispute. In the event the grievance or dispute is satisfactorily settled, such settlement shall be reduced to writing and copies supplied to all persons involved. If the council is not satisfied with the settlement offered or the position taken on the dispute or grievance by the head of the agency, they may, within 30 calendar days thereafter, make formal request . . . that such unresolved grievance . . . be submitted to impartial arbitration . . .

Any grievance not taken up with the employee's immediate supervisor within 10 days after the occurrence of the matter out of which the grievance arose, such grievance shall not be presented or considered at a later date. All time limits specified in this article shall be exclusive of Saturday, Sunday, and holidays. Extensions may be mutually agreed upon to provide for unusual cases.

At each and every step of the grievance procedure, the council shall be permitted to call relevant employee witnesses who shall suffer no loss of pay for so serving. The employer will, upon request, produce pertinent payroll and other records insofar as permissible without violating laws, regulations, and governmental policy, for the purpose of substantiating the contentions or claims of the parties, well in advance of the formal third step of the grievance procedure.

Failure of management to answer written grievances within the time limits prescribed in each step of the grievance procedure shall permit the council to refer the case to the succeeding step of the procedure. (20)

An element in the procedure of about one-half of the agreements covering grievances was the availability of a joint hearing or factfinding committee, usually at a later state of the process. The composition of these committees and their function in the grievance machinery are set forth in the following excerpts:

Every effort shall be made to settle any grievance immediately, but if the grievance is not satisfactorily settled within 5 working days, it may be appealed through supervisory channels to the appropriate department chief. If it is not then satisfactorily settled within 5 working days, it may then be appealed to the personnel officer or other appropriate staff officer, and shall be discussed by the personnel officer or his designated representative and the president of the union or his representative. If it is not then satisfactorily settled within 5 working days, it may be referred to the joint hearing committee by either party . . . The joint hearing committee shall make a report of its hearing and findings to the commanding officer within 10 working days . . .

The union and the . . . agency shall each appoint two members and two alternates to joint hearing committees composed of agency employees which shall hear all grievances not otherwise settled . . .

The members of the joint hearing committees shall organize by selecting a chairman and a secretary, which offices shall be filled and held for 1 year alternately by a union member and a department member of the committee.

The committees shall formulate rules for the conduct of proceedings consistent with guidelines established by the Civil Service Commission for the conduct of hearings. (5)

\* \* \*

Step 1. Presentation, in person or in writing, of grievance to the immediate supervisor within 10 days after the crew member learns of the circumstances giving rise to the dissatisfaction. Wherever possible, the supervisor will give his decision in 24 hours.

Step 2. If not satisfied with the immediate supervisor's decision, or if the supervisor cannot act on the grievance, presentation of the grievance, personally or in writing, within 24 hours to the department head. Wherever possible, the department head will give his decision within 24 hours.

Step 3. If the crew member is not satisfied with the department head's decision, he may within 24 hours appeal to the first stage of appeal, the master, in writing, via the department head. The letter will follow the outline of CMPI 770.2-4a. The purser will provide technical assistance and typing aid to the crew member.

Step 4. Within 48 hours after receipt of the appeal, the master will appoint a grievance hearing committee to conduct a hearing. The committee shall consist of one department head and two additional members, all of whom shall be from departments other than that of the appellant. One of the additional members shall be a member of the unit to which this agreement is applicable. The committee will conduct a hearing in accordance with CMPI 770.2-4d. Within 5 days after the conclusion of the hearing, the committee will submit to the master a copy of the hearing record and the committee's findings of fact. A copy of the report shall be furnished the appellant and his representative, and another copy will be furnished to COMSTSLANTAREA for transmission to the union. The master will notify the employee in writing of his decision within 3 calendar days after he receives the committee's report.

Step 5. If the crew member is not satisfied with the decision of the master, he may appeal via the master to COMSTSLANTAREA, the second stage of appeal. This appeal must be in writing and be submitted within 5 days after receipt of the master's decision. If requested by the crew member, the purser will provide technical assistance and typing aid. A copy of this appeal will be furnished the union.

Step 6. The union, within 5 days after receipt of the copy of the appeal will notify COMSTSLANTAREA, in writing whether it wishes to submit a statement of its position on the appeal. If the union does so indicate, it will submit such statement in writing within 10 days after the date of notification to COMSTSLANTAREA for his consideration before decision. In such case, COMSTSLANTAREA will not make his final decision until after expiration of the time in which the union can submit a statement of its position. In any event, COMSTSLANTAREA will render his decision within 30 days after receipt of the seaman's appeal, wherever possible. (113)

As noted in earlier clauses, the agreement frequently gave the employee a choice between the negotiated or the agency procedure in settling grievance disputes. In several agreements negotiated by the Veterans Administration, however, the negotiated procedure applied only to what was termed "informal" adjustments; for grievances not resolved at this stage the agency procedure had to be used.

The following procedure is an alternate and optional method that may be used for the informal settlement of grievances by employees of the bargaining unit:

First Step: The employee will first take up his grievance with his immediate supervisor. The request for the informal adjustment of a grievance should be made as soon as possible and not later than 30 days from the date of the incident or circumstances complained of occurred. The supervisor is expected to give full and fair consideration to all available facts. He will see that any matters for which he does not have authority to make a decision, are brought to the attention of a higher level supervisor who does have authority. A decision will normally be given within 5 working days, with the reason for the decision explained. Any reason for delay will also be explained.

Second Step: If the employee is not satisfied with the decision of his supervisor, he may present the facts of the case to the committeeman assigned to his area to assist him in the informal settlement of the grievance. The committeeman may discuss the grievance with the supervisor in an effort to effect a satisfactory settlement.

Third Step: If the employee is still not satisfied with the decision of his supervisor and if he desires to pursue his grievance further with union assistance, he shall present the facts of the case in writing to his committeeman, and request the committeeman to engage the assistance of the chairman of the grievance committee. The chairman of the grievance committee will discuss the grievance with the chief of the division or service where the aggrieved employee is assigned. The chairman of the grievance committee or the chief of the division or service may seek the advice and assistance of the personnel officer. The personnel officer may also be invited by either party to participate in the discussion(s). Within 5 working days the chairman of the grievance committee will furnish the employee a signed statement summarizing the results of the discussion(s) with the chief of the division or service. The chief of the division or service will also sign the statement.

If the grievance is not settled informally, the employee may then use the existing VA procedure outlined for grievance hearings. (114)

In one case, the employee was free to abandon the negotiated for the agency procedure at any time.

Before, during or after the employment of the procedure above set forth, the aggrieved employee may abandon the said procedure and proceed under the grievance procedure provided by the Department of Health, Education, and Welfare Personnel Manual. (53)

Advisory Arbitration. Two-thirds of the 96 agreements establishing a grievance procedure permitted advisory arbitration of unsettled disputes as the next to the last step. The recommendations of the arbitrator were to be considered by the designated agency official authorized to make a final and binding decision.

Agency	Agreements	Employees covered
Total -----	63	62,926
Agriculture -----	1	2,528
Commerce-----	2	180
Army-----	13	5,537
Navy-----	25	50,151
Interior -----	14	724
Treasury-----	3	464
Civil Aeronautics Board-----	1	11
Federal Aviation Agency -----	1	674
Railroad Retirement Board -----	1	1,800
Veterans Administration-----	2	857

Advisory arbitration clauses shared a number of characteristics. The selection of the arbitrator was initially left to the parties; should they fail to agree, the Federal Mediation and Conciliation Service or another organization was to furnish a list of qualified candidates. Costs were to be shared equally, although, in some cases, agency expenditures could not exceed an amount set by regulations.

If the employee wishes to take the grievance to arbitration, the assistant director—health and safety—shall appoint an arbitrator recommended by the district supervisor and the president of the lodge. The arbitrator shall study all records of the case and conduct such investigations as he may deem necessary. He shall then recommend a settlement to the assistant director—administration, Bureau of Mines, Washington, D.C.—through the assistant director—health and safety—with copies to the district supervisor, the lodge, and the employee. The assistant director—administration's decision on the advisory arbitration recommendation will be final and binding on both parties. This constitutes the final disposition of the case under the authority of this agreement.

The expenses of arbitration including the compensation and expenses of the arbitrator shall be borne equally by the lodge and the district. (115)

\* \* \*

. . . arbitration shall extend only to the interpretation or application of an agreement or agency policy and not to changes in or proposed changes in agreements or agency policy. The request for arbitration must be made in writing and include the written consent of the lodge to pay one-half of the cost of arbitration. The cost of this arbitration will come exclusively from the local funds of Lodge No. 1732, AFGE, and funds budgeted to the hospital.

Within 3 working days after receipt of a request for arbitration, the party receiving the request shall arrange for a meeting to choose an impartial arbitrator. If within a period of 10 days after the date of the meeting, the parties fail to agree on such impartial arbitrator, the American Arbitration Association . . . shall be requested to submit a list of five names. Within 5 days of the receipt of the names, the hospital and the lodge shall in joint session alternately strike four of the five names. The remaining name shall be the arbitrator. The arbitrator shall proceed forthwith to examine into and make determination of the matters in dispute.

All proceedings . . . shall be started and carried to conclusion as expeditiously as possible.

Each party shall bear the expense of preparing and presenting its own case . . .

The findings of the arbitrator shall be advisory to the hospital director, who will make a decision. The director's decision may be appealed to the Administrator within 10 calendar days from date of receipt of the decision . . .

The arbitrator shall not have the authority to add to, subtract from or modify any provisions of this agreement, nor to submit findings on any question except the one submitted for arbitration. (37)

About one-half of the arbitration provisions specified that hearings would be on official time, without loss of pay to the grievant, union representatives, or witnesses.

If the employer and the council fail to settle any grievance arising under Article XXI—Grievance Procedure, with respect to the interpretation, application, or alleged violation of this agreement, or of any policy or regulation of the activity, such grievance shall upon written notice by the party requesting arbitration, and the approval of the employee concerned, be referred to arbitration. Such written notice must be served not later than 30 working days following conclusion of the third step of the grievance procedure.

Within 7 working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 3 working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the employer and the council will each strike one arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator.

The fee and expenses of the arbitrator shall be borne equally by the employer and the council, provided that the employer's share of the per diem cost of the arbitrator's fee does not exceed that authorized by applicable regulations. The arbitration hearing shall be held during the regular day shift work hours of the basic workweek of Monday through Friday and the employee representative, employee appellants and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

The arbitrator is requested by the parties to render his decision as quickly as possible but in any event no later than 30 days after the conclusion of the hearings unless the parties otherwise agree. (19)

Eight agreements, covering mainly maritime personnel, specifically waived the use of grievance arbitration for the present.

Until such time as additional experience is gained by both parties under the operation of the agreement, it is resolved that the subject of advisory arbitration of grievances not be included in this agreement. Should future experience show an appreciable number of irreconcilable differences, this matter may be reopened in accordance with section 4, Article X (Reopenings and Amendments). (113)

In one agreement, advisory arbitration was available for individual but not for group grievances, defined as follows:

Individual Grievance. An individual grievance is an employee's expressed feeling of dissatisfaction with aspects of his working conditions and relationships which are outside his control, the solution or settlement of which will usually affect only that particular individual.

Group Grievances. Matters affecting general working conditions which may be matters of employee concern, such as those regarding general policy, administrative practice and working conditions.

Group grievances are not subject to advisory arbitration. This type of grievance may go through all the steps set forth in this plan up to "advisory arbitration."

If the director's decision is not acceptable to the union, the group grievance matter may be referred by the union to the Secretary of the Navy via NPPS, Washington, D.C.

Individual or identical grievances may be subject to advisory arbitration if the employee(s) elect . . . (116)

### Supplemental Agreements

By late summer 1964, parties to 30 of the 208 nonpostal agreements had negotiated supplements to the basic agreements which, in almost all cases, addressed themselves to two issues or more. About two-thirds of the basic agreements, it is of interest to note, contained little more than recognition clauses and restatements of several sections of the Executive order.

The subject most frequently dealt with in these supplements was the establishment of a grievance procedure, added to 12 contracts. Next in prevalence were aspects of hours of work and rights of union stewards (nine agreements each) and union representation on various committees (eight). Provisions for dues checkoff were found in seven supplements, as were those on matters relating to annual and sick leave. Scattered through several other supplements were clauses dealing with promotion policies, training, work by supervisors, and subsistence and quarters allowances for seagoing personnel. Almost all of these aspects have been accounted for in the appropriate sections of this bulletin.

### Chapter III. Provisions in the National Postal Agreement

The approximately 471,000 postal employees accounted for by the departmentwide Post Office agreement with six unions,<sup>15</sup> as noted earlier in this bulletin, represented the largest group of Federal employees covered by a collective bargaining agreement negotiated under Executive Order 10988. In addition to the national agreement, local post offices and various postal unions are expected to negotiate more than 20,000 supplementary local agreements, in the future (more than 12,000 had been reached during 1964). Such agreements, however, since they deal with purely local situations, are outside the scope of this study.

The employee organizations which are parties to the nationwide agreement received exclusive recognition on September 11, 1962. Their employment coverage and their total membership for 1964, according to reports submitted to the Bureau were as follows:

Employee organizations <sup>1</sup>	Employment coverage	1964 membership <sup>2</sup>
United Federation of Postal Clerks -----	228,740	139,000
National Association of Letter Carriers of the United States of America -----	171,351	167,913
National Rural Letter Carriers' Association (Ind.) -----	43,276	42,300
National Association of Post Office and General Services Maintenance Employees (Ind.) -----	19,805	8,424
National Federation of Post Office Motor Vehicle Employees----	4,224	6,200
The National Association of Special Delivery Messengers-----	4,018	1,500

<sup>1</sup> The Post Office Mail Handlers, because of the recognition date, are not accounted for in the above tabulation. (See footnote 15.)

<sup>2</sup> Source: Reports submitted for the forthcoming Directory of National and International Labor Unions in the United States, 1965.

NOTE: All unions are AFL-CIO affiliates unless designated independent (Ind.).

Labor-management activities, however, are not limited to employee organizations having exclusive status. The Department also deals with six other organizations, including three associations of supervisors, which had secured formal recognition by late summer 1964.

Employee organizations <sup>1</sup>	Date of recognition	1964 membership <sup>2</sup>
National Association of Post Office Mail Handlers, Watchmen, Messengers and Group Leaders -----	Sept. 11, 1962	29,000
National Alliance of Postal Employees (Ind.)-----	Sept. 11, 1962	26,000
National Association of Postal Supervisors (Ind.)-----	Apr. 1, 1963	28,000
National Postal Union (Ind.) -----	Sept. 1, 1962	62,000
National Association of Postmasters (Ind.) -----	Apr. 1, 1963	33,881
National League of Postmasters of the United States (Ind.)--	Apr. 1, 1963	14,500

See notes to the tabulation above.

<sup>15</sup> The National Association of Post Office Mail Handlers, Watchmen, Messengers and Group Leaders (AFL-CIO) received exclusive recognition from the Post Office Department on Dec. 8, 1964, and on Feb. 18, 1965, became the seventh union to be covered by the National Postal Agreement. As of late 1964, the total number of workers covered had risen to 515,000.

The initial national agreement, signed on March 20, 1963, was in effect from April 1, 1963, to March 31, 1964. The second agreement was signed on June 18, 1964, to run from July 1, 1964, until October 31, 1965. Several key features of the second agreement are described in the following sections.<sup>16</sup>

The postal agreement is noteworthy not only for the extent of its worker coverage (it is the largest agreement in the United States with a single employer), but also, when compared with other Federal agreements, for the scope and detail of its provisions. Its 25 articles and 5 supplements (for particular crafts) cover 87 printed pages. A number of provisions deal with issues which relate specifically to postal operations, such as "Tools for Vehicle Maintenance Personnel," "City Carrier Transportation (Driveout) Agreements," "Heavy Duty Compensation," and "Uniforms." Other provisions follow the practice of Federal agreements generally of incorporating parts of the Executive order, such as the ban, in section 2, on strikes, discrimination, and subversive activities. An interesting departure occurs in the agreement's section dealing with management rights. As required by section 7(1) of the order, the agreement emphasizes that it is subject to all laws and regulations, but then goes on to say, "except as provided in article XXIV, entitled Postal Manual Conflict." This article reads as follows:

To the extent provisions of the Postal Manual which are in effect on the effective or renewal date of the agreement are in conflict with this agreement the provisions of this agreement will govern.

Since this agreement is national in scope, it covers, in addition to labor-management relations at the national and regional level, procedures which are to govern local negotiations and alleged violations of the national agreement at local installations.

At the national level, it calls for regular monthly meetings between Post Office and union officials "to confer, but not negotiate, with respect to nationwide personnel policies and practices and matters affecting working conditions, matters affecting the basic agreement, supplements thereto and interpretations and disputes arising out of local agreements." Disputes concerning local agreements, however, must first be considered at the local and regional levels.

Regional meetings, designed to achieve "full and complete communication from management to employee and employee to management," are to be held at least quarterly, at no loss of pay to employee representatives.

Similar quarterly meetings are to be held at local installations, but may be dispensed with at small post offices "where there exists daily contact between the postmaster and all or the majority employees . . ." While the total number of employees who may attend such meetings is a matter for local negotiations, the number authorized on official time is designated as follows:

One representative from each craft or occupational group having exclusive recognition with 25 or less regular employees; 2 representatives from each craft or occupational group having exclusive recognition with 26 or more regular employees. Craft or occupational groups represented by an employee organization not having exclusive recognition shall not be invited or attend these meetings.

Extensive rules are set forth for the conduct of local negotiations, dealing with such procedural aspects as time and place of meetings, designation of spokesmen, various committees, availability of specialists and technicians, use of written

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<sup>16</sup> Note that wages and fringe benefits for postal employees are prescribed by statute. Different wage schedules are in effect for Post Office headquarters employees and those in the field service.

proposals and counter-proposals, etc. On the methods for resolving a local contract deadlock, the agreement has this to say:

It is mutually agreed that an impasse occurs only after both parties have presented proposals and counter-proposals in good faith and both parties have considered the proposals and counter-proposals of the other party in good faith and despite such honest and diligent efforts no agreement can be reached on the subject being negotiated.

When it has been determined that an impasse has been reached, the following shall be the procedures:

Impasse items shall be reported at the conclusion of the 10th and 20th days of the negotiation period to the special assistant for employee relations and the regional representative of the organization(s) for recommendations. Such submission shall be signed by the chief negotiator of both parties.

Furthermore, issues not resolved during negotiations may be reopened by mutual consent 6 months after the local agreement's effective date.

Local agreements are subject to review by regional post office and union officials for conformance with the national agreement, laws, and postal regulations. If a particular provision is held to be invalid, the matter can then be resolved at successively higher levels of authority:

In order to preserve the spirit in which these negotiations were entered into and the agreements reached, the review shall not result in an invalidation of an entire article covering a particular subject because one of the provisions of the article is alleged to be invalid. If the regional and employee organization reviewers agree that deletion, addition, or re-wording of an article or provision can be made without changing the intent or operation of the article or provisions in question, it shall be remanded to the postmaster and local employee organization with the suggested language changes. Such suggestions will not be adopted except by mutual consent of both parties at the local level.

Should the review result in an allegation that there is a conflict in law, the Postal Manual or the national agreement, and supplements thereto, consultation shall be arranged between the regional special assistant for employee relations and the regional representative of the organization concerned. If the matter can be resolved by means of this consultation, the postmaster and local employee organization shall be notified of the decision agreed upon.

In no case shall an article or provision be invalidated until after it has been reviewed by the regional official and the employee organization representative.

If the issue cannot be resolved at the regional level it shall be forwarded to the special assistant for employee relations, bureau of personnel, who will review the alleged invalidation with the representative of the employee organization concerned. Notification of the decision arrived at shall be given to parties involved.

If the alleged invalidation deals with an interpretation of the national agreement or supplements thereto, and an employee organization other than one having exclusive recognition at the national level is involved, the employee organization that has exclusive recognition for the craft shall be present at the meeting with the special assistant for employee relations, bureau of personnel and the employee organization.

Charges concerning violations of the national agreement at the local level are to be filed with a designated regional postal official. If the charge is upheld, the installation head is to be "advised" to take corrective action. If not upheld, the official and union representatives will attempt to settle the dispute on the basis of previous interpretations made at the national level. Failing this, the dispute is then referred to Washington for joint discussions and, by mutual agreement, can be submitted to advisory arbitration.

Two related topics, discipline and actions arising therefrom, are treated at length in separate sections. Article VIII, Policy on Discipline, emphasizes that "the action taken shall be corrective rather than punitive and that it must be influenced by impartial considerations of the dignity of the individual, justice and equality." Two types of disciplinary actions are described—informal, to consist of discussions, counseling, and a letter of warning; and formal, leading to reprimand, suspension, and finally, removal. An elaborate appeals procedure is available to employees faced with an "adverse action" (suspension, discharge, furlough without pay, and reduction in rank or compensation). The notice of proposed adverse action against an employee "must state specifically and in detail the reason for the action thereby affording the employee a fair opportunity of offering refutation to the charges . . ." The employee can then present his case to a hearing officer who subsequently "will present a summary of the hearing and his findings of fact as well as other record evidence to the regional director . . ." The hearing officer shall not make any recommendation for a decision or state whether or not charges are sustained." Ten days later, the regional director notifies the employee of his decision who, in turn, has the choice of either asking for advisory arbitration or bypassing this step by appealing directly to the Department's Board of Review and Appeals. The board may, at its discretion, schedule a second hearing. Its decision "is final . . . and shall be considered as the decision of the Postmaster General. In cases involving policy matters the board may make privileged recommendations to the Postmaster General who will render the final decision." The possibility of further appeals to the Postmaster General would seem to be available under the following clause:

The Postmaster General retains the authority to review particular decisions of the Department's Board of Appeals and Review and to direct further consideration.

The negotiated grievance procedure applies to any employee's "dissatisfaction" arising out of his job and where "the remedy sought is within the authority of the Postmaster General . . .", and can also be invoked in promotion disputes and alleged violations of local agreements.

Supervisors, the contract stresses, should try to resolve misunderstandings and problems before they develop into formal grievances. "To this end, the practice of friendly discussions of problems between employees and their supervisors is not only encouraged but directed." Under this policy, the initial meetings involve the employee, his union representative, the immediate supervisor, and the installation head. If these meetings fail to settle the grievance, it is then submitted in writing to the installation head for decision. Subsequently, the aggrieved employee can, within designated time limits, call for a hearing or he can appeal directly to the regional director (the so-called "second level of appeal"). In either case, the next decision is made by the regional director.

The hearing committee is made up of the following members:

The grievant will name the person of his choice to be a member, the installation head will name the second member, and these two members will agree, within 3 working days, on a third member who will act as chairman. All three members must be employees of the postal service . . .

As for the conduct of the hearing the agreement stipulates these rules:

. . . While the hearing committee will listen to and ask questions of both sides, there shall be no confrontation of witnesses nor shall either side be permitted to cross-examine the other . . .

. . . While the hearings will not be limited by legal rules of evidence and procedures, testimony should be within reasonable bounds of relevancy . . . The grievant and his representative shall be present throughout the hearing.

An abstract of the proceedings covering all pertinent facts shall be kept. The abstract shall be signed by and copies furnished to all members of the hearing committee. Within 5 working days after the completion of the hearing, the hearing committee shall furnish the installation head, the grievant and his representative with a summary of the hearing together with its decision . . .

One of two further appeal steps are available to a grievant dissatisfied with the regional director's decision: (1) He can ask for advisory arbitration, or (2) he can submit his case to the Department's Bureau of Review and Appeals. The latter body functions here in the same way as in adverse action cases. Its decision is final, but the agreement also states that "These procedures in no way impair the residual authority of the Postmaster General," thereby perhaps permitting a further consideration of cases.

The role of the union in the grievance process is set forth in a separate section:

The exclusive organization at each level has the following rights in grievance matters processed at that level:

(1) To be notified of the time and place of the proceedings at each step of the grievance beginning with discussion with the head of the installation or designee.

(2) To be present at all steps of the grievance procedure. (No right to be present at initial contact with the supervisor if the aggrieved has not selected a representative.)

(3) The organization, if any, with exclusive recognition at the level where the grievance is being processed shall be furnished with a copy of the written decision and summary, at any step at which a written decision and/or summary is involved.

(4) If not the designated representative of the grievant, shall have an opportunity to state the exclusive organization's position on the grievance. This right shall be exercised only one time, at each step, and shall follow the presentation made by the employee and/or his representative.

Advisory arbitration, as noted earlier, can be resorted to in adverse actions and grievances after the first and second level of appeal, respectively,<sup>17</sup> but, by mutual consent, can also be used to resolve differences regarding the meaning and application of agreement provisions, including violations of the national agreement at local installations.

Before arbitration can be invoked, the union must agree to pay one-half of the cost. The arbitrator is selected by the parties from a list of five furnished by the Federal Mediation and Conciliation Service. On the matter of procedural rules and powers of the arbitrator, the agreement provides:

The method to be used in arbitrating the dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the parties may jointly prescribe. He is to make his own awards and write his own opinions based on the record established. He may not delegate this duty and responsibility to others in whole or in part without the knowledge and prior consent of both parties. The power of the arbitrator may be exercised in the absence of any party, who after due notice, fails to be present or obtain a postponement. The advisory award of the arbitrator, however, must be supported by evidence as it cannot be based solely upon the default of a party.

The arbitrator's decision is subject to further appeals by either party within 10 days after receipt of the award.

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<sup>17</sup> For employees employed at local post offices, this level of appeal is, in both cases, the regional director. For most other—and generally smaller—groups, such as those employed in mail equipment shops, supply centers, money order audit offices, etc., the designated official is the bureau head.



## Appendix A

Executive Order 10988<sup>18</sup>

### Employee-Management Cooperation In The Federal Service

Whereas participation of employees in the formulation and implementation of personnel policies affecting them contributes to effective conduct of public business; and

Whereas the efficient administration of the Government and the well-being of employees require that orderly and constructive relationships be maintained between employee organizations and management officials; and

Whereas subject to law and the paramount requirements of the public service, employee-management relations within the Federal Service should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies and procedures affecting the conditions of their employment; and

Whereas effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of employee organizations and agency management:

Now, therefore, by virtue of the authority vested in me by the Constitution of the United States, by section 1753 of the Revised Statutes (5 U.S.C. 631), and as President of the United States, I hereby direct that the following policies shall govern officers and agencies of the executive branch of the Government in all dealings with Federal employees and organizations representing such employees.

Section 1. (a) Employees of the Federal Government 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. Except as hereinafter expressly provided, the freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress or other appropriate authority. The head of each executive department and agency (hereinafter referred to as "agency") shall take such action, consistent with law, as may be required in order to assure that employees in the agency are apprised of the rights described in this section, and that no interference, restraint, coercion or discrimination is practiced within such agency to encourage or discourage membership in any employee organization.

(b) The rights described in this section do not extend to participation in the management of an employee organization, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of an employee.

Section 2. When used in this order, the term "employee organization" means any lawful association, labor organization, federation, council, or brotherhood having as a primary purpose the improvement of working conditions among Federal employees, or any craft, trade or industrial union whose membership includes both Federal employees and employees of private organizations; but such term shall not include any organization (1) which asserts the right to strike against the Government of the United States or any agency thereof, or to assist or participate in any such strike, or which imposes a duty or obligation to conduct, assist or participate in any such strike, or (2) which advocates the overthrow of the constitutional form of Government in the United States, or (3) which discriminates with regard to the terms or conditions of membership because of race, color, creed, or national origin.

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<sup>18</sup> 27 Federal Register 551.

Section 3. (a) Agencies shall accord informal, formal or exclusive recognition to employee organizations which requests such recognition in conformity with the requirements specified in sections 4, 5, and 6 of this order, except that no recognition shall be accorded to any employee organization which the head of the agency considers to be so subject to corrupt influences or influences opposed to basic democratic principles that recognition would be inconsistent with the objectives of this order.

(b) Recognition of an employee organization shall continue so long as such organization satisfies the criteria of this order applicable to such recognition; but nothing in this section shall require any agency to determine whether an organization should become or continue to be recognized as exclusive representative of the employees in any unit within 12 months after a prior determination of exclusive status with respect to such unit has been made pursuant to the provisions of this order.

(c) Recognition, in whatever form accorded, shall not—

(1) Preclude any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy, or from choosing his own representative in a grievance or appellate action; or

(2) Preclude or restrict consultations and dealings between an agency and any veterans organization with respect to matters of particular interest to employees with veterans preference; or

(3) Preclude an agency from consulting or dealing with any religious, social, fraternal or other lawful association, not qualified as an employee organization, with respect to matters or policies which involve individual members of the association or are of particular applicability to it or its members, when such consultations or dealings are duly limited so as not to assume the character of formal consultation on matters of general employee-management policy or to extend to areas where recognition of the interests of one employee group may result in discrimination against or injury to the interests of other employees.

Section 4. (a) An agency shall accord an employee organization, which does not qualify for exclusive or formal recognition, informal recognition as representative of its member employees without regard to whether any other employee organization has been accorded formal or exclusive recognition as representative of some or all employees in any unit.

(b) When an employee organization has been informally recognized, it shall, to the extent consistent with the efficient and orderly conduct of the public business, be permitted to present to appropriate officials its views on matters of concern to its members. The agency need not, however, consult with an employee organization so recognized in the formulation of personnel or other policies with respect to such matters.

Section 5. (a) An agency shall accord an employee organization formal recognition as the representative of its members in a unit as defined by the agency when (1) no other employee organization is qualified for exclusive recognition as representative of employees in the unit, (2) it is determined by the agency that the employee organization has a substantial and stable membership of no less than 10 per centum of the employees in the unit, and (3) the employee organization has submitted to the agency a roster of its officers and representatives, a copy of its constitution and by-laws, and a statement of objectives. When, in the opinion of the head of an agency, an employee organization has a sufficient number of local organizations or a sufficient total membership within such agency, such organization may be accorded formal recognition at the national level, but such recognition shall not preclude the agency from dealing at the national level with any other employee organization on matters affecting its members.

(b) When an employee organization has been formally recognized, the agency, through appropriate officials, shall consult with such organization from time to time in the formulation and implementation of personnel policies and practices, and matters affecting working conditions that are of concern to its members. Any such organization shall be entitled from time to time to raise such matters for discussion with appropriate officials

and at all times to present its views thereon in writing. In no case, however, shall an agency be required to consult with an employee organization which has been formally recognized with respect to any matter which, if the employee organization were one entitled to exclusive recognition, would not be included within the obligation to meet and confer, as described in section 6(b) of this order.

Section 6. (a) An agency shall recognize an employee organization as the exclusive representative of the employees in an appropriate unit when such organization is eligible for formal recognition pursuant to section 5 of this order, and has been designated or selected by a majority of the employees of such unit as the representative of such employees in such unit. Units may be established on any plant or installation, craft, functional or other basis which will ensure a clear and identifiable community of interest among the employees concerned, but no unit shall be established solely on the basis of the extent to which employees in the proposed unit have organized. Except where otherwise required by established practice, prior agreement, or special circumstances, no unit shall be established for purposes of exclusive recognition which includes (1) any managerial executive, (2) any employee engaged in Federal personnel work in other than a purely clerical capacity, (3) both supervisors who officially evaluate the performance of employees and the employees whom they supervise, or (4) both professional employees and nonprofessional employees unless a majority of such professional employees vote for inclusion in such unit.

(b) When an employee organization has been recognized as the exclusive representative of employees of an appropriate unit it shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership. Such employee organization shall be given the opportunity to be represented at discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit. The agency and such employee organization, through appropriate officials and representatives, shall meet at reasonable times and confer with respect to personnel policy and practices and matters affecting working conditions, so far as may be appropriate subject to law and policy requirements. This extends to the negotiation of an agreement, or any question arising thereunder, the determination of appropriate techniques, consistent with the terms and purposes of this order, to assist in such negotiation, and the execution of a written memorandum of agreement or understanding incorporating any agreement reached by the parties. In exercising authority to make rules and regulations relating to personnel policies and practices and working conditions, agencies shall have due regard for the obligation imposed by this section, but such obligation shall not be construed to extend to such areas of discretion and policy as the mission of an agency, its budget, its organization and the assignment of its personnel, or the technology of performing its work.

Section 7. Any basic or initial agreement entered into with an employee organization as the exclusive representative of employees in a unit must be approved by the head of the agency or any official designated by him. All agreements with such employee organizations shall also be subject to the following requirements, which shall be expressly stated in the initial or basic agreement and shall be applicable to all supplemental, implementing, subsidiary or informal agreements between the agency and the organization:

(1) In the administration of all matters covered by the agreement officials and employees are governed by the provisions of any existing or future laws and regulations, including policies set forth in the Federal Personnel Manual and agency regulations, which may be applicable, and the agreement shall at all times be applied subject to such laws, regulations and policies;

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

Section 8. (a) Agreements entered into or negotiated in accordance with this order with an employee organization which is the exclusive representative of employees in an appropriate unit may contain provisions, applicable only to employees in the unit, concerning procedures for consideration of grievances. Such procedures (1) shall conform to standards issued by the Civil Service Commission, and (2) may not in any manner diminish or impair any rights which would otherwise be available to any employee in the absence of an agreement providing for such procedures.

(b) Procedures established by an agreement which are otherwise in conformity with this section may include provisions for the arbitration of grievances. Such arbitration (1) shall be advisory in nature with any decisions or recommendations subject to the approval of the agency head; (2) shall extend only to the interpretation or application of agreements or agency policy and not to changes in or proposed changes in agreements or agency policy; and (3) shall be invoked only with the approval of the individual employee or employees concerned.

Section 9. Solicitation of memberships, dues, or other internal employee organization business shall be conducted during the nonduty hours of the employees concerned. Officially requested or approved consultations and meetings between management officials and representatives of recognized employee organizations shall, whenever practicable, be conducted on official time, but any agency may require that negotiations with an employee organization which has been accorded exclusive recognition be conducted during the nonduty hours of the employee organization representatives involved in such negotiations.

Section 10. No later than July 1, 1962, the head of each agency shall issue appropriate policies, rules and regulations for the implementation of this order, including: A clear statement of the rights of its employees under the order; policies and procedures with respect to recognition of employee organizations; procedures for determining appropriate employee units; policies and practices regarding consultation with representatives of employee organizations, other organizations and individual employees; and policies with respect to the use of agency facilities by employee organizations. Insofar as may be practicable and appropriate, agencies shall consult with representatives of employee organizations in the formulation of these policies, rules and regulations.

Section 11. Each agency shall be responsible for determining in accordance with this order whether a unit is appropriate for purposes of exclusive recognition and, by an election or other appropriate means, whether an employee organization represents a majority of the employees in such a unit so as to be entitled to such recognition. Upon the request of any agency, or of any employee organization which is seeking exclusive recognition and which qualifies for or has been accorded formal recognition, the Secretary of Labor, subject to such necessary rules as he may prescribe, shall nominate from the National Panel of Arbitrators maintained by the Federal Mediation and Conciliation Service one or more qualified arbitrators who will be available for employment by the agency concerned for either or both of the following purposes, as may be required: (1) To investigate the facts and issue an advisory decision as to the appropriateness of a unit for purposes of exclusive recognition and as to related issues submitted for consideration; (2) to conduct or supervise an election or otherwise determine by such means as may be appropriate, and on an advisory basis, whether an employee organization represents the majority of the employees in a unit. Consonant with law, the Secretary of Labor shall render such assistance as may be appropriate in connection with advisory decisions or determinations under this section, but the necessary costs of such assistance shall be paid by the agency to which it relates. In the event questions as to the appropriateness of a unit or the majority status of an employee organization shall arise in the Department of Labor, the duties described in this section which would otherwise be the responsibility of the Secretary of Labor shall be performed by the Civil Service Commission.

Section 12. The Civil Service Commission shall establish and maintain a program to assist in carrying out the objectives of this order. The Commission shall develop a program for the guidance of agencies in employee-management relations in the Federal Service; provide technical advice to the agencies on employee-management programs; assist in the development of programs for training agency personnel in the principles and procedures of consultation, negotiation and the settlement of disputes in the Federal Service, and for the

training of management officials in the discharge of their employee-management relations responsibilities in the public interest; provide for continuous study and review of the Federal employee-management relations program and, from time to time, make recommendations to the President for its improvement.

Section 13. (a) The Civil Service Commission and the Department of Labor shall jointly prepare (1) proposed standards of conduct for employee organizations and (2) a proposed code of fair labor practices in employee-management relations in the Federal Service appropriate to assist in securing the uniform and effective implementation of the policies, rights and responsibilities described in this order.

(b) There is hereby established the President's Temporary Committee on the Implementation of the Federal Employee-Management Relations Program. The Committee shall consist of the Secretary of Labor, who shall be chairman of the Committee, the Secretary of Defense, the Postmaster General, and the Chairman of the Civil Service Commission. In addition to such other matters relating to the implementation of this order as may be referred to it by the President, the Committee shall advise the President with respect to any problems arising out of completion of agreements pursuant to sections 6 and 7, and shall receive the proposed standards of conduct for employee organizations and proposed code of fair labor practices in the Federal Service, as described in this section, and report thereon to the President with such recommendations or amendments as it may deem appropriate. Consonant with law, the departments and agencies represented on the Committee shall, as may be necessary for the effectuation of this section, furnish assistance to the Committee in accordance with section 214 of the Act of May 3, 1945, 59 Stat. 134 (31 U.S.C. 691). Unless otherwise directed by the President, the Committee shall cease to exist 30 days after the date on which it submits its report to the President pursuant to this section.

Section 14. The head of each agency, in accordance with the provisions of this order and regulations prescribed by the Civil Service Commission, shall extend to all employees in the competitive civil service rights identical in adverse action cases to those provided preference eligibles under section 14 of the Veterans' Preference Act of 1944, as amended. Each employee in the competitive service shall have the right to appeal to the Civil Service Commission from an adverse decision of the administrative officer so acting, such appeal to be processed in an identical manner to that provided for appeals under section 14 of the Veterans' Preference Act. Any recommendation by the Civil Service Commission submitted to the head of an agency on the basis of an appeal by an employee in the competitive service shall be complied with by the head of the agency. This section shall become effective as to all adverse actions commenced by issuance of a notification of proposed action on or after July 1, 1962.

Section 15. Nothing in this order shall be construed to annul or modify, or to preclude the renewal or continuation of, any lawful agreement heretofore entered into between any agency and any representative of its employees. Nor shall this order preclude any agency from continuing to consult or deal with any representative of its employees or other organization prior to the time that the status and representation rights of such representative or organization are determined in conformity with this order.

Section 16. This order (except section 14) shall not apply to the Federal Bureau of Investigation, the Central Intelligence Agency, or any other agency, or to any office, bureau or entity within an agency, primarily performing intelligence, investigative, or security functions if the head of the agency determines that the provisions of this order cannot be applied in a manner consistent with national security requirements and considerations. When he deems it necessary in the national interest, and subject to such conditions as he may prescribe, the head of any agency may suspend any provision of this order (except section 14) with respect to any agency installation or activity which is located outside of the United States.

/s/ John F. Kennedy

THE WHITE HOUSE,

January 17, 1962.

## Appendix B

### Standards of Conduct For Employee Organizations and Code of Fair Labor Practices<sup>19</sup>

Section 1. 1. Purpose and Scope. These Standards of Conduct for Employee Organizations and the Code of Fair Labor Practices in Employee-Management Cooperation in the Federal Service are issued pursuant to Executive Order No. 10988. Their purpose is to assist in securing the uniform and effective implementation of the policies, rights, and responsibilities described in the order by fixing more definitely the responsibilities of employee organizations and agencies, providing more detailed criteria for the protection of rights secured under the order, and establishing procedures in both of these areas which will assure a necessary measure of uniformity within the executive branch of the Federal Government.

#### Section 1. 2. Definitions

(a) "Order" means Executive Order No. 10988.

(b) "Agency," "employee organization," and "employee" have the same meaning as in the order.

(c) "Agency management" includes the agency head, and all management officials and representatives of management having authority to act for the agency on any matters relating to the implementation of the agency employee-management cooperation program as established under the order.

(d) "Recognition" means recognition which is or may be accorded to an employee organization pursuant to the provisions of the order.

Section 1. 3. General Responsibilities of the Civil Service Commission. The Civil Service Commission, in accordance with the provisions of section 12 of the order, shall be responsible for the dissemination of information with respect to the Standards of Conduct and Code of Fair Labor Practices, and shall insure an adequate exchange of information between agencies as to its application and enforcement.

## PART A

### Standards of Conduct For Employee Organizations

Section 2. 1. Application. The provisions of this Part are applicable to all agencies subject to the provisions of the order and to all employee organizations accorded recognition under the order.

Section 2. 2. Standards of Conduct. No agency shall accord recognition to any employee organization unless the employee organization is subject to governing requirements, adopted by the organization or by a national or international employee organization or federation of employee organizations with which it is affiliated or in which it participates, containing explicit and detailed provisions to which it subscribes calling for the following:

(a) The maintenance of democratic procedures and practices, including provisions for periodic elections to be conducted subject to recognized safeguards and provisions defining and securing the right of individual members to participation in the affairs of the organization, to fair and equal treatment under the governing rules of the organization, and to fair process in disciplinary proceedings;

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<sup>19</sup> 28 Federal Register 5127.

(b) The exclusion from office in the organization of persons affiliated with Communist or other totalitarian movements and persons identified with corrupt influences;

(c) The prohibition of business or financial interests on the part of organization officers and agents which conflict with their duty to the organization and its members; and

(d) The maintenance of fiscal integrity in the conduct of the affairs of the organization, including provision for accounting and financial controls and regular financial reports or summaries to be made available to members.

Section 2. 3. Adoption of Standards. No agency shall deny, suspend, or withdraw recognition by reason of any alleged failure to adopt or subscribe to standards of conduct as provided in section 2.2 of this part unless it has first notified the organization and the national or international organization with which it is affiliated of such alleged deficiency and has afforded the organization a reasonable opportunity to make any amendments or modifications or take any action that may be required. In the event that any question arising under any provision of section 2.2 is not resolved in a mutually acceptable manner, the agency shall consult with the Secretary of Labor prior to making a final determination that an organization has failed to comply with such provisions.

Section 2. 4. Procedure for Denial, Suspension or Withdrawal of Recognition

(a) An employee organization which has adopted or subscribed to standards of conduct as provided in section 2.2 of this part shall not be required to furnish other evidence of its freedom from influences described in section 3(a) of the order unless (1) the agency has cause to believe that the organization has been suspended or expelled from or is subject to other sanction by a parent employee organization or labor organization or federation of such organizations with which it had been affiliated because it has demonstrated an unwillingness or inability to comply with governing requirements comparable in purpose to those required by section 2.2 of this part, or (2) recognition in any form has been denied, suspended, or withdrawn by any other agency pursuant to this part or section 3(a) of the order and such denial, suspension, or withdrawal remains in effect, or (3) there is reasonable cause to believe that the organization, notwithstanding its compliance with section 2.2 is in fact subject to influences such as would preclude recognition pursuant to the order.

(b) In any case where additional evidence is required pursuant to (1), (2), or (3) of subsection (a) of this section, the agency shall not deny, suspend, or withdraw recognition on the basis of the exception stated in section 3(a) of the order unless it has afforded the employee organization an opportunity to present to the agency such reasons or considerations as it has to offer relating to why recognition should not be denied, suspended, or withdrawn. If this opportunity is requested, the agency shall promptly hold a hearing. Upon request the agency shall make available to the employee organization for use in the hearing a concise and accurate summary of the facts on which the agency intends to rely in reaching its decision, together with a statement of the reasons for the agency action. In lieu of a summary statement, the agency may make available to the employee organization the entire report of the agency investigation. In any dispute over the accuracy or sufficiency of information so provided, the final determination shall be made by the agency head. The employee organization shall have an opportunity to be present at the hearing, to be represented by counsel, and to offer such oral and documentary evidence as may be relevant to the issue or issues in controversy. Any determination to deny, suspend or withdraw recognition shall be made in writing by the agency head.

(c) The agency may consult with the Secretary of Labor before instituting any proceedings pursuant to clause (3) of subsection (a) of this section and shall consult with the Secretary of Labor prior to taking any final action with respect to the denial, suspension, or withdrawal of recognition.

(d) Where an agency determination denying, suspending or withdrawing recognition of an employee organization is made in accordance with subsections (b) and (c) of this section after consultation with the Secretary of Labor, any other agency may thereafter deny, suspend or withdraw recognition as to such employee organization or subordinate affiliate thereof without regard to the procedures prescribed in subsection (b) if such other agency has afforded such employee organization or subordinate affiliate thereof an opportunity to present such reasons and considerations as it may have to offer as to why such prior determination should not be followed, and such agency, on the basis of such submission and after consultation with the Secretary of Labor, finds that further procedures are unnecessary.

Section 2. 5. Effective Dates

(a) The provisions of this part, other than section 2.4(b) and (c) as hereinafter provided, shall become effective immediately. No later than 6 months from such effective date, each agency shall adopt such permanent procedures as may be necessary to implement this part. Insofar as may be practicable and appropriate, agencies shall consult with representatives of recognized employee organizations in the formulation of such procedures. Copies of any implementing regulations shall be made available to recognized employee organizations upon request.

(b) Prior to the adoption of such permanent procedures, in making determinations under the order with respect to employee organizations which seek or have been accorded recognition, no agency shall deny, suspend or withdraw such recognition on the basis of the exception stated in the order except in accordance with procedures conforming as nearly as possible to the requirements of section 2.4(b) and (c) of this part.

PART B

Code of Fair Labor Practices

Section 3. 1. Application. The provisions of this part are applicable to all agencies subject to the provisions of the order and to all employee organizations accorded recognition under the order.

Section 3. 2. Prohibited Practices

(a) Agency management is prohibited from:

(1) Interfering with, restraining or coercing any employee in the exercise of the rights assured by Executive Order No. 10988, including those set forth in section 1 of the order;

(2) Encouraging or discouraging membership in any employee organization by discrimination in regard to hiring, tenure, promotion, or other conditions of employment;

(3) Sponsoring, controlling or otherwise assisting any employee organization, except that an agency may furnish customary and routine services and facilities pursuant to section 10 of the order where consistent with the best interests of the agency, its employees and the organization, and where such services and facilities are furnished, if requested, on an impartial basis;

(4) Disciplining or otherwise discriminating against any employee because he has filed a complaint or given testimony under the order or under the Standards of Conduct for Employee Organizations or Code of Fair Labor Practices;

(5) Refusing to accord appropriate recognition to an employee organization qualified for such recognition;

(6) Refusing to hear, consult, confer or negotiate with an employee organization as required by the order.

(b) Employee organizations are prohibited from:

(1) Interfering with, restraining or coercing any employee in the exercise of the rights assured by Executive Order No. 10988, including those set forth in section 1 of the order;

(2) Attempting to induce agency management to coerce any employee in the enjoyment of his rights under the order;

(3) Coercing or attempting to coerce, or disciplining, any member of the organization as punishment or reprisal for, or for the purpose of hindering or impeding his discharge of his duties owed as an officer or employee of the United States;

(4) Calling or engaging in any strike, work stoppage, slowdown, or related picketing engaged in as a substitute for any such strike, work stoppage or slowdown, against the Government of the United States;

(5) Discriminating against any employee with regard to the terms or conditions of membership because of race, color, creed, or national origin.

(c) No employee organization which is accorded exclusive recognition shall deny membership to any employee in the appropriate unit except for failure to meet reasonable occupational standards uniformly required for admission, or for failure to tender initiation fees and dues uniformly required as a condition of acquiring and retaining membership, but nothing contained in this subsection shall preclude an employee organization from enforcing discipline in accordance with procedures under its constitution or bylaws which conform to the requirements set forth in section 2.2(a) of the Standards of Conduct for Employee Organizations.

### Section 3. 3. General Procedures for Enforcement

(a) Each agency shall provide fair and adequate procedures for the filing, investigation, and processing of complaints of violations of section 3.2 which will cover all cases, except as provided in subsection (c) of this section, whether initiated by employees, an agency, or an employee organization, as follows:

(1) In cases initiated by an employee or several employees with the same complaint, in which the matter in issue is subject to an applicable grievance or appeals procedure within the agency, such procedure shall be the exclusive procedure used.

(2) All cases not covered by subsection (a)(1) and (c) of this section shall be processed under procedures which shall include provisions for the informal resolution or adjustment of complaints where possible; for the designation of an impartial hearing officer or panel of such officers; and, in cases where it appears that there is substantial basis for a complaint and the matter is not informally adjusted, for an opportunity for a hearing before a hearing officer or panel of such officers upon notice, for the right to be represented by counsel, and for findings of fact, or for findings of fact and recommendations, by such officers or panel. Such procedures shall not, however, be available for the rehearing of issues processed under the provisions of the Standards of Conduct or section 11 of the order. In performing the function provided for in this subsection, hearing officers shall be responsible directly to the agency head.

(b) Hearings held pursuant to subsection (a)(2) shall be informal, but rights of confrontation and cross-examination shall be preserved so far as may be necessary for the development of the facts, and the findings of fact or findings of fact and recommendations of the hearing officer or panel shall be based upon the record developed in the hearing. Copies of such findings of fact or findings of fact and recommendations shall be made available to the parties. In any proceeding under this section, the complainant or respondent shall be entitled to receive a concise and accurate summary of the facts relating to the complaint, and upon which the agency intends to rely, together with a statement of the reasons for the agency's action. The agency may, in lieu of a summary statement, make available to the complainant or respondent the entire report of the agency's investigation of the complaint. In a case in which the complainant or respondent is provided with a summary statement, the hearing officer shall have the right, upon request, to examine the entire record in such case, including all data gathered pursuant to an investigation, to determine that the summary is fair and accurate.

(c) Cases involving any strike, work stoppage, slowdown or related picketing engaged in as a substitute for any such strike, work stoppage or slowdown, shall be covered by such procedures and subject to such remedies and sanctions consistent with law as the agency head determines to be appropriate to the situation without regard to the limitations of this section or section 3.4.

Section 3. 4. Final Decision and Notice. All final decisions shall be in writing and shall be furnished to the organization and the national or international organization with which it is affiliated. Such decisions shall include a statement of the findings and reasons in support of the decision. If the decision is that agency management has engaged in a prohibited practice, the agency shall immediately take necessary action in accordance with the decision to remedy the violation. If the decision is that an employee organization has engaged in a prohibited practice, the agency head shall notify the employee organization of the existence of such violation and request appropriate corrective action. Failure of an employee organization to comply with such request after the date on which it becomes effective shall be grounds for the withholding, or suspension of recognition until the violation has been remedied, or for the withdrawal of recognition in appropriate cases as determined by the agency head.

Section 3. 5. Effective Date

(a) The provisions of section 3.2 of this part shall be effective immediately. No later than six months from such effective date, each agency shall adopt permanent procedures to implement this part. Insofar as may be practicable and appropriate, agencies shall consult with representatives of employee organizations in the formulation of such procedures. Copies of any implementing regulations shall be made available to recognized employee organizations upon request.

(b) In making determinations under section 3.2 prior to the adoption of such permanent procedures, agencies shall as nearly as possible conform to the basic procedural requirements of this part, and in no case where an opportunity for hearing, or a final notice as described in section 3.4, is required under this part shall an agency withhold, suspend, or withdraw recognition without an opportunity for such hearing or without such a final notice.

The White House,

May 21, 1963

## Appendix C

### Merit Staffing

#### Supplementary Agreement No. 2 between U.S. Department of Labor and Department of Labor Lodge 12, American Federation of Government Employees, AFL-CIO

The Department of Labor and Labor Lodge 12, AFGE, agree that the purposes and intent of this agreement are to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best-qualified candidates. It is further agreed that this agreement must be administered in such a way as to develop maximum possible employee confidence and to achieve the purposes of this agreement as simply and efficiently as possible.

### Article I.

#### Locating Candidates and Publicizing Vacancies

Departmental candidates will be located through using the area of automatic consideration, through advertising, or through a combination of these methods. In addition to applying for advertised vacancies, any employee may place himself in an area of automatic consideration by applying in advance as described in Section 2c of this article.

1. A position must be advertised throughout the Department in the Washington area if an area of automatic consideration is not used, or contains less than five qualified candidates, or if candidates from outside the Department are to be considered. Copies of all such advertisements will be furnished to Labor Lodge 12.

Advertising will include the following information about such a position:

- a. Title and grade
- b. Geographic and organizational location
- c. Summary statement of duties
- d. Qualifications
- e. Relative importance of the essential knowledges, skills, and abilities
- f. Whether the area of automatic consideration is being used, and if so, what it is
- g. Where additional information may be secured
- h. Where applications should be sent
- i. Closing date

2. Employees will be automatically considered, when an area of automatic consideration is used, as follows:

a. For positions at GS-13 and above—all bureau employees at the next lower grade in the same classification title and series as the vacant position.

b. For positions at GS-12 and below—all bureau employees in the Washington area who are at the next lower grade in the same classification title and series as the vacant position.

For clerical positions, if there are 20 employees or more qualified for a position who are located in a primary subdivision of a bureau, this subdivision shall be the area of automatic consideration.

c. Advance application—all employees who have filed an advance application in the bureau for the grade and classification title and series of the position being filled through use of the area of automatic consideration.

Employees may submit applications in advance for any specified occupational group and grade. These may be sent to any bureau in which the employee wishes to be considered. Such applications will remain active for 1 year from the date eligibility is determined.

d. When an area of automatic consideration is used, all employees in the automatic area who have worked in the Department for at least 90 calendar days must be considered, plus all employees who have previously filed applications under section 2c of this article.

3. Each bureau personnel office will publish a weekly list of positions in the bargaining unit being filled from within an area of automatic consideration. This list will be displayed in the Washington offices of the bureau issuing the list and a copy will be furnished Labor Lodge 12. The list will include organizational and building location for each position and any additional qualifications approved under article II, section 1. The position will appear on the first weekly listing after the bureau personnel office determines that the position can be filled from within an area of automatic consideration.

## Article II.

### Determining Basic Eligibility

Each employee who files an application will be given prompt notice in writing by the bureau personnel office as to whether or not he meets the qualification requirements for the position for which he applied.

1. Any qualifications required in addition to mandatory Civil Service Commission standards must be approved by the Assistant Administrative Assistant Secretary and included in the announcement. Such additional requirements must be essential to the proper performance of the duties of the position. Additional qualifications concerning sex or physical condition will be approved only when required by the actual duties and working conditions of the position under criteria established by the Civil Service Commission.

2. All candidates will be rated against the same standards without regard to race, religion, politics, or age. Sex or physical condition will be a factor in determining eligibility only as specified in section 1.

3. No candidate may be eliminated from consideration on the basis of an additional standard not specified in the announcement or listing.

## Article III.

### Grouping of Candidates

Candidates will be evaluated into two groups by qualifications rating examiners or by merit staffing panels. Standard Forms 57 or 58 and the annual supervisory appraisal will be used for evaluations. The use of Official Personnel Folders will be minimized.

1. Evaluation by qualifications rating examiners.

a. Qualifications rating examiners will be designated by the Assistant Administrative Assistant Secretary to rate for specified groups of positions. They must be either expert in the occupational field for which they are designated to rate, or be skilled in the evaluation of experience, education, and training.

b. The immediate supervisor may not serve as the qualifications rating examiner for the position to be filled.

c. Management will advise the Lodge in advance of groups of positions to be serviced by qualifications rating examiners and the names of persons to be appointed as examiners.

## 2. Evaluation by Merit Staffing Panels.

a. Persons who serve on panels must be either expert in the occupational field of the vacancy and at a grade level equal to or above the vacancy, or skilled in the evaluation of experience, education, and training.

b. The supervisor of the vacant position may not serve on the panel for that position unless, in exceptional circumstances, prior approval has been obtained from the Assistant Administrative Assistant Secretary. Labor Lodge 12 will be given timely notice of all situations in which such approval is given.

3. When, even after advertising, there are five or fewer candidates, the evaluation required in sections 1 and 2 of this article will not be made. However, in making a selection in such a situation the selecting official will follow the procedures in article IV, section 4.

4. No supervisory or other employee shall in any way attempt to influence qualifications rating examiners or members of the Merit Staffing Panel in the carrying out of their responsibilities.

5. Evaluation of candidates will be based on a review of each individual's total background to determine the extent to which he possesses the necessary quantity and quality of experience, knowledge, skills, abilities and training needed for successful performance in the job to be filled.

a. Evaluation is to be made without regard to race, religion, politics, age, sex, or physical condition.

b. Evaluations may be made jointly by the panel or individually by the members. If the latter method is used, the panel will prepare a composite rating from their individual ratings. The method used must be recorded and all records of individual and composite ratings must be preserved.

c. Evaluation factors shall be applied uniformly to all candidates and made a matter of record. The summary evaluation for each candidate must be consistent with the factor evaluations.

6. The annual supervisory appraisal will provide for employee comment. A copy of the appraisal will be given the employee. No annual supervisory appraisal is to be used on which the employee has not had an opportunity to comment.

7. Employees may examine their entire personnel file except for such documents Civil Service Commission regulations require not be shown to the employee. Such documents are in sealed envelopes and are not to be seen by the rating examiner or panel.

## Article IV.

### Selection

The best-qualified person for the position to be filled, in the judgment of the selecting official, shall be selected.

1. In deciding who is the best qualified, it is the obligation of the selecting official to base his choice on the following criteria:

a. The best combination of education and experience required for the specific job to be filled.

b. Personal traits—such as ability to work with others, to exert leadership or to supervise—to the extent they are required by the specific job to be filled.

c. Past and present job performance as they relate to the requirements of the job to be filled.

d. Length of service in the grade below that of the job to be filled, or in a higher grade, to the extent that such service is related to the current requirements of the specific job to be filled.

2. An employee shall be selected when his qualifications equal or exceed those of the best-qualified candidate from outside the Department. If a nonemployee is selected, and there are available employees eligible for selection, the selecting official will explain the basis for his selection in writing by showing how the qualifications of the person selected are superior to those of the employees who were not selected.

3. If there are fewer than five candidates in the top group, candidates in the second group may also be considered. However, if an employee from the second group is selected, the selecting official will explain the basis for his selection in writing by showing how the qualifications of the person selected are superior to each candidate in the higher group.

4. When there are five or fewer candidates for a position the selecting official will explain the basis for his selection in writing on the basis of the applicable sections of this article.

5. When requested under Article V, the selecting official shall explain his choice in writing on the basis of the applicable sections of this article.

6. Selections will be made without regard to race, religion, politics, age, sex, or physical condition.

7. If the qualifications of two or more employees are substantially equal, preference will be given in the following order:

a. An employee downgraded through RIF.

b. An employee at the maximum scheduled salary rate for his grade.

c. The employee who has the longest period of time since his last promotion. This period of time will be computed to the nearest year. In the event of a tie in this factor, preference will be given first to the employee in the bureau with the vacancy, then to the employee with the greatest amount of Labor Department service, and finally to the employee with the longest Federal service.

8. Publicizing selections—All competitive selections made in the bargaining unit will be listed at the same locations at which vacancies are advertised. Copies of such lists will be sent to Labor Lodge 12.

## Article V.

### Review of Merit Staffing Actions

Upon an employee's oral or written request, the employee or his designated representative shall be given information regarding a specific merit staffing action for which the employee was considered.

1. The bureau personnel office will upon request advise the employee or his designated representative of the rating group the employee was placed in for any position in the bureau for which the employee was considered. Such a request may be made anytime after a vacancy has been advertised or announced in the bargaining unit. The employee or his representative will be given the requested information within two workdays after the evaluation has been made.

2. After a selection has been announced, the bureau personnel office will, upon request, advise an employee who was a candidate for the position or his designated representative what rating group the person who was selected was assigned.

3. Within 10 workdays after the date a selection is announced an employee who was a candidate or his designated representative may request a review and explanation of the merit staffing action. Such requests shall be in writing to the head of the bureau in which the vacancy occurred and shall:

a. Identify the particular aspect of the action which the employee wishes to have reviewed; and

b. Explain briefly why the employee wishes the review made.

4. When such a request is made, the employee or his designated representative will be given an explanation of the action within 10 workdays. This explanation shall be in writing if the employee requests it be so made.

5. If a vacancy cannot be filled for any reason once a list of candidates has been processed for a vacancy, the management of the bureau will give an employee who has made an inquiry under this article or his designated representative the reason the position cannot now be filled.

6. At the initiative of management or Labor Lodge 12 specific merit staffing actions may be reviewed at a bureau employee-management relations meeting. The group will be given access to the complete record of the action. In addition, the group may secure through the head of the bureau a written explanation by the selecting official of his selection as required in article IV, section 5. Specific actions will not be discussed at the Departmental level except as necessary to point up broader problems which either party is presenting.

7. There will be regularly scheduled Departmental reviews of bureau personnel actions taken under this agreement. A representative nominated by the lodge will participate in each such review to determine if the purposes and intent of this agreement are being fulfilled. The lodge representative will be detailed to OAAS for the period of the review.

## Article VI.

### General

1. This agreement is applicable to all personnel actions filling competitive positions in the Labor Lodge 12 bargaining unit subject to the categories of exceptions stated in the Department's Merit Staffing regulations. Changes in these categories of exceptions, as applicable in the bargaining unit, are subject to negotiation between the parties. Employees will be kept informed of the current categories of exceptions.

2. This agreement shall be interpreted in accordance with the Department of Labor and Civil Service Commission regulations, and nothing in this agreement shall in any way abridge the rights of the individual employee under such regulations. Specifically, the employee's right to file a complaint under the Department's Merit Staffing regulations is in no way limited by this agreement.

3. This agreement shall be made effective as rapidly as administratively feasible, but no later than 45 days after signing by both parties.

## Appendix D

### Identification of Clauses

<u>Clause number</u>	<u>Agency, Installation, and Employee Organization</u>
1	Veterans Administration Hospital—Tuscaloosa, Ala. Government (AFGE, Lodge 131).
2	Treasury, Bureau of Engraving and Printing—Washington, D. C. Printing Pressmen (IPPA, Local 1).
3	Air Force, Seymour Johnson AFB—North Carolina. Operating Engineers (IUOE, Local 437).
4	Veterans Administration Hospital—Muskogee, Okla. Government (AFGE, Lodge 2250).
5	Army, Army Map Service—Washington, D. C. Lithographers (LPIU, Local L-98).
6	Navy, Long Beach Naval Shipyard—California. Metal Trades Council (MTC).
7	Health, Education, and Welfare, Social Security Administration, District Office—Kansas City, Mo. Government (AFGE, Lodge 1336).
8	Navy, Naval Air Station, Whidbey Island—Washington. Government (AFGE, Lodge 1513).
9	Navy, Pearl Harbor Naval Shipyard—Hawaii. Metal Trades Council (MTC).
10	Labor—Washington, D. C. Government (AFGE, Lodge 12).
11	Smithsonian Institution, National Zoological Park— Washington, D. C. Government (AFGE, Lodge 185).
12	Navy, Naval Air Turbine Test Station—Trenton, N. J. Metal Trades Council (MTC).
13	Veterans Administration Regional Office—Los Angeles, Calif. Government (AFGE, Lodge 490).
14	Army, Army Pictorial Center—Long Island City, N. Y. Federal Employees (NFFE, Local 1106) (Ind.).
15	Agriculture, Agricultural Marketing Service—Nationwide. Tobacco Inspectors (FTIMA) (Ind.).
16	Navy, Public Works Center—Norfolk, Va. Metal Trades Council (MTC).
17	Army, Redstone Arsenal—Alabama. Government (AFGE, Lodge 1858).
18	Army, Engineer Depot—Granite City, Ill. Operating Engineers (IUOE, Local 149A).
19	Navy, Charleston Naval Shipyard—South Carolina. Metal Trades Council (MTC).
20	Navy, Naval Air Station—Sanford, Fla. Metal Trades Council (MTC).
21	Navy, MSTS, Gulf Area—New Orleans, La. Marine Engineers (MEBA).
22	Treasury, Bureau of Engraving and Printing—Washington, D. C. Plate Printers (PPDSE, Local 2).

Clause number	<u>Agency, Installation, and Employee Organization</u>
23	Navy, Fleet Anti-Air War Training Center—Dam Neck, Va. Government (AFGE, Lodge 1835).
24	Navy, Naval Station—Washington, D. C. Metal Trades Council (MTC).
25	Federal Aviation Agency, Systems Maintenance Sector No. 395— Wake Island. Electrical Workers (IBEW, Local 1186).
26	Army, Blue Grass Army Depot—Richmond, Ky. Machinists (IAM, Lodge 859).
27	Navy, New York Naval Shipyard—Brooklyn, N. Y. Metal Trades Council (MTC).
28	Navy, Navy Publications and Printing Service Office— Boston, Mass. Government (NAGE, Local R1-61) (Ind.).
29	Navy, Naval Air Station—Olathe, Kans. Government (AFGE, Lodge 1347).
30	Army, Fort Huachuca—Tucson, Ariz. Electrical Workers (IBEW, Local 570).
31	Commerce, Saint Lawrence Seaway Development Corp.— Michigan and New York. Government (AFGE, Lodge 1968).
32	Interior, Bureau of Mines Research Center—Morgantown, W. Va. Government (AFGE, Lodge 1995).
33	Commerce, Coast and Geodetic Survey—Washington, D. C. Lithographers (LPIU, Local L-98).
34	Air Force, Hickman AFB—Hawaii. Electrical Workers (IBEW, Local 1186).
35	Army, District Corp of Engineers—Nashville, Tenn. Electrical Workers (IBEW, Locals 316 and 2080).
36	Navy, Navy Publications and Printing Service— Point Mugu, Calif. Government (AFGE, Lodge 1224).
37	Veterans Administration Hospital—Madison, Wis. Government (AFGE, Lodge 1732).
38	Navy, San Francisco Naval Shipyard—California. Metal Trades Council (MTC).
39	Navy, Naval Construction Battalion Center—Davisville, R. I. Government (NAGE, Local R1-14) (Ind.).
40	Navy, Naval Supply Depot—Newport, R. I. Federal Employees Association (Local 1) (Ind.).
41	Navy, MSTs, Far East Area—Japan. Marine Engineers (MEBA).
42	Navy, Naval Air Station—Jacksonville, Fla. Machinists (IAM, Lodge 1630).
43	Army, Fort McClellan—Alabama. Government (AFGE, Lodge 1941).
44	Navy, Naval Air Station—Brunswick, Maine. Government (NAGE, Local R1-77) (Ind.).
45	Navy, Naval Supply Center—Norfolk, Va. Machinists (IAM, Lodge 97).
46	Tariff Commission—Washington, D. C. Lithographers (LPIU, Local L-98).
47	Civil Aeronautics Board, Office of Administration— Washington, D. C. Lithographers (LPIU, Local L-98).

Clause  
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Agency, Installation, and Employee Organization

- 48 Navy, Navy Publications and Printing Service Office—  
Pearl Harbor, Hawaii.  
Lithographers (LPIU, Local L-62).
- 49 Interior, National Park Service, National Capital Region—  
Washington, D. C.  
Painters (BPDP, Local 1632).
- 50 Army, Fort Leslie J. McNair—Washington, D. C.  
Government (AFGE, Lodge 1935).
- 51 Federal Aviation Agency, Aircraft Service Base—  
Oklahoma City, Okla.  
Machinists (IAM, Lodge 960).
- 52 Health, Education, and Welfare, Social Security Administration,  
Philadelphia Payment Center—Pennsylvania.  
Government (AFGE, Lodge 2006).
- 53 Health, Education, and Welfare, Social Security Administration,  
District Office—Miami, Fla.  
Government (AFGE, Lodge 2091).
- 54 Veterans Administration Hospital—Wilkes-Barre, Pa.  
Government (AFGE, Lodge 1699).
- 55 Interior, Bureau of Commercial Fisheries—Terminal Island,  
San Pedro, Calif.  
Government (AFGE, Lodge 1981).
- 56 Navy, MSTS, Pacific Area—San Francisco, Calif.  
Marine Engineers (MEBA).
- 57 Army, Pine Bluff Arsenal—Arkansas.  
Government (AFGE, Lodge 953).
- 58 Navy, Puget Sound Naval Shipyard—Bremerton, Wash.  
Metal Trades Council (MTC).
- 59 Navy, Supervisor of Shipbuilding—Camden, N. J.  
Technical Engineers (AFTE, Lodge 198).
- 60 Atomic Energy Commission, Albuquerque Operations Office,  
Branch Office—Amarillo, Tex.  
Government (AFGE, Lodge 2231).
- 61 Veterans Administration Center—Mountain Home, Tenn.  
Government (AFGE, Lodge 1687).
- 62 Navy, Naval Air Station—Norfolk, Va.  
Government Inspectors (NAGI, Unit No. 3) (Ind.).
- 63 Treasury, Coast Guard Aircraft Repair and Supply Base—  
Elizabeth City, N. C.  
Machinists (IAM, Lodge 2203).
- 64 General Services Administration, Region 6—Kansas City, Mo.  
Government (AFGE, Lodge 234).
- 65 Interior, Bureau of Reclamation, Rio Grande Project—  
New Mexico.  
Electrical Workers (IBEW, Local 611).
- 66 Navy, Navy Public Works Center—Newport, R. I.  
Government (AFGE, Lodge 190).
- 67 Interstate Commerce Commission—Washington, D. C.  
Lithographers (LPIU, Local L-98).
- 68 Navy, Naval Academy—Annapolis, Md.  
Government (AFGE, Lodge 896).
- 69 Navy, MSTS, Far East Area—Japan.  
Maritime (NMU).
- 70 Navy, MSTS, (Office)—Honolulu, Hawaii.  
Marine Engineers (MEBA).

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Agency, Installation, and Employee Organization

- 71 Army, Army Map Service—Providence, R. I.  
Government (AFGE, Lodge 1884).
- 72 Veterans Administration Hospital—Montrose, N. Y.  
Montrose Employee Union Council.
- 73 Air Force, Reese AFB—Lubbock, Tex.  
Government (AFGE, Lodge 1810).
- 74 Army, Umatilla Army Depot—Hermiston, Oreg.  
Government (AFGE, Lodge 1417).
- 75 Navy, Marine Corps Base—Twenty-Nine Palms, Calif.  
Government (AFGE, Lodge 2018).
- 76 Air Force, Nellis AFB—Las Vegas, Nev.  
Government (AFGE, Lodge 1199).
- 77 Interior, Bureau of Indian Affairs—Seattle, Wash.  
Employees Council of USMV North Star III.
- 78 Navy, Marine Corps Air Facility—Santa Ana, Calif.  
Government (AFGE, Lodge 1881).
- 79 Veterans Administration Center—Hot Springs, S. Dak.  
Government (AFGE, Lodge 1539).
- 80 Navy, Naval Air Station—Alameda, Calif.  
Operating Engineers (IUOE, Local 39).
- 81 Navy, Naval Underwater Ordnance Station—Newport, R. I.  
Machinists (IAM, Lodge 119).
- 82 Air Force, Cannon AFB—Clovis, N. Mex.  
Government (AFGE, Lodge 2308).
- 83 Navy, Naval Ordnance Plant—Louisville, Ky.  
Machinists (IAM, Lodge 830).
- 84 Army, District Corp of Engineers—Buffalo, N. Y.  
Maritime (NMU).
- 85 Navy, MSTS, Gulf Area—New Orleans, La.  
Maritime (NMU).
- 86 Army, District Corps of Engineers—Philadelphia, Pa.  
Marine Engineers (MEBA).
- 87 Navy, Naval Torpedo Station—Keyport, Wash.  
Metal Trades Council (MTC).
- 88 Interior, Bureau of Reclamation, Middle Rio Grande Project—  
New Mexico.  
Government (AFGE, Lodge 2246).
- 89 Agriculture, Agricultural Marketing Service—Omaha, Nebr.  
Government (AFGE, Lodge 2223).
- 90 Interior, Bureau of Mines, Helium Activity—Amarillo and  
Exell, Tex.  
Government (AFGE, Lodge 2104).
- 91 Air Force, Chanute AFB—Illinois.  
Federal Employees (NFFE, Locals 493 and 1381) (Ind.).
- 92 Navy, Navy Publications and Printing Service Office—  
Mare Island, Vallejo, Calif.  
Printing Pressmen (IPPA, Local 473).
- 93 Federal Aviation Agency, Headquarters Printing Plant—  
Washington, D. C.  
Lithographers (LPIU, Local L-98).
- 94 Health, Education, and Welfare, Social Security Administration,  
Payment Center—Chicago, Ill.  
Government (AFGE, Lodge 1395).
- 95 Navy, Naval Oceanographic Office—Washington, D. C.  
Lithographers (LPIU, Local L-98).

Clause  
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Agency, Installation, and Employee Organization

- 96 General Services Administration, Region 7—Dallas, Tex.  
Postal Alliance (NAPE) (Ind.).
- 97 Veterans Administration Center—Reno, Nev.  
Government (AFGE, Lodge 2152).
- 98 Interior, Bureau of Indian Affairs, Yakima Agency—  
Portland, Oreg.  
Federal Employees (NFFE, Local 341) (Ind.).
- 99 Labor, Bureau of Apprenticeship and Training, Region VI—  
Cleveland, Ohio.  
Government (AFGE, Lodge 1071).
- 100 General Services Administration, Region 5—Chicago, Ill.  
Government (AFGE, Lodge 1626).
- 101 Veterans Administration Hospital—Perry Point, Md.  
Government (AFGE, Lodge 331).
- 102 Interior, Bureau of Reclamation, Region 3—Boulder City, Nev.  
Lithographers (LPIU, Local L-22).
- 103 Navy, Naval Hospital—Philadelphia, Pa.  
Government (AFGE, Lodge 1350).
- 104 Defense, Armed Forces Institute—Madison, Wis.  
Government (AFGE, Lodge 1773).
- 105 Army, Watertown Arsenal—Massachusetts.  
Association of Engineers and Scientists (Ind.).
- 106 Agriculture, Agricultural Research Service—Nationwide.  
National Joint Council of AFGE Meat Inspection Lodges.
- 107 Interior, Bureau of Commercial Fisheries—Seattle, Wash.  
Alaska Fishermen's Union (SIU).
- 108 General Services Administration, Region 2—New York, N. Y.  
Government (AFGE, Lodge 2061).
- 109 Army, District Corps of Engineers—Baltimore, Md.  
Government (AFGE, Lodge 1041).
- 110 Air Force, Kincheloe AFB—Michigan.  
Federal Employees (NFFE, Local 32) (Ind.).
- 111 Veterans Administration Regional Office—San Francisco, Calif.  
Government (AFGE, Lodge 1159).
- 112 Railroad Retirement Board—Nationwide.  
Government (Council of AFGE Lodges).
- 113 Navy, MSTs, Atlantic Area—New York, N. Y.  
Maritime (NMU).
- 114 Veterans Administration Hospital—Fayetteville, Ark.  
Government (AFGE, Lodge 2201).
- 115 Interior, Bureau of Mines, District A. Health and Safety—  
Wilkes-Barre, Pa.  
Government (AFGE, Lodge 2268).
- 116 Navy, Navy Publications and Printing Service—San Diego, Calif.  
Printing Pressmen (IPPA, District Joint Council).

NOTE: All unions are affiliated with the AFL-CIO except those followed by (Ind.).

BUREAU OF LABOR STATISTICS REGIONAL OFFICES

