

**AGREEMENT BETWEEN  
NABET-CWA, AFL-CIO  
AND  
HOUSE RECORDING STUDIO,  
OFFICE OF CHIEF ADMINISTRATIVE OFFICER**

Effective: November 17, 2017

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## Preamble

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

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

- (1) To promote fair and reasonable working conditions;
- (2) To promote the highest degree of efficiency and responsibility;
- (3) To promote the highest standards of performance in the assigned work;
- (4) To promote the mission of the Organization by increasing Employee effectiveness through training and Employee development programs;
- (5) To promote and foster positive Employee-Management cooperation between the Employing Office and Employees;
- (6) To adjust all differences arising between the Parties related to matters covered by this Agreement;
- (7) And to establish, through negotiations, uniform labor-relations procedures and conditions of employment to the extent allowable by law.

## **ARTICLE 1 - PARTIES - RECOGNITION**

Pursuant to certification 97-LM-2 and stipulation dated May 7, 1997, attached hereto as Appendix A, the Employing Office recognizes NABET-CWA as the exclusive bargaining representative for all non-supervisory, permanent and temporary Employees working for the House Recording Studio.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Parties to the Agreement are bound by applicable law under 5 U.S.C. § 7106 (attached hereto as Appendix B), as applied by the Congressional Accountability Act.

## **ARTICLE 3 - OFFICIAL TIME - UNION LEAVE**

Section 1. In order to facilitate and encourage the amicable settlement of disputes, the Employing Office will grant the union representative a reasonable amount of official time during normal duty hours for the performance of representational labor-management functions in accordance with 5 U.S.C. § 7131 (attached hereto as Appendix C), as applied by the Congressional Accountability Act.

Section 2. The Union agrees to provide the name of the Employee designated to serve as the union representative.

Section 3. The official time authorized under this article will not be used as a matter of routine, and will be limited to mutually agreeable time periods

between the Employing Office representative and the union representative. Official time will be counted as hours worked when calculating overtime.

Section 4. Prior to Weingarten investigatory meetings, the Employee's supervisor will grant an Employee a reasonable amount of official time to confer with a union representative, in accordance with 5 U.S.C. § 7114 (attached hereto as Appendix D), as applied by the Congressional Accountability Act.

Section 5. Any activities related to the internal business of the Union, including but not limited to solicitation of membership, election of union officials, and collection of dues, and any political lobbying activities, shall be performed off duty.

#### **ARTICLE 4 - PAYROLL DEDUCTION OF UNION DUES**

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

## **ARTICLE 5 - FACILITIES AND EQUIPMENT**

- Section 1. The Employing Office shall make available bulletin boards to post Union notices, in compliance with applicable law. It is understood that official Union notices are deemed official business and shall not be removed by the Employing Office. Such notices shall be posted and removed by union representatives only.
- Section 2. The Employing Office shall provide lockable lockers with keys to all Employees, as near work areas as practicable, and as soon as practicable.
- Section 3. Employees are required to carry a work-issued mobile phone during work time to permit them to leave the work areas for short periods of time while on work time, subject to management needs. Employees shall remain close enough to respond within 15 minutes to unexpected work assignments. Employees are expected to continuously monitor this device during work hours and respond within a reasonable amount of time.

## **ARTICLE 6 - GRIEVANCE AND ARBITRATION**

- Section 1. Recognizing the importance of settling grievances promptly and fairly, the Parties to this Agreement hereby establish this procedure. The Parties shall make every effort to resolve grievances quickly, fairly and at the lowest possible decision-making level.

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

Section 3. A grievance is any complaint by:

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

- (7) Awards or merit increases;
- (8) Annual performance and/or evaluation plans;
- (9) All matters related to leave and holidays under Articles 9 and 10 of this agreement.

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

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

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

- (A) Step 1. Within 10 working days after the Employee or the Union representative knows or has reason to know of the matter from which the grievance arises, the Employee and/or Union representative shall present the grievance orally to the immediate supervisor in an attempt to resolve the matter. If the matter is not resolved within five (5) days, the Parties may proceed to Step 2.
- (B) Step 2. Within 10 working days of the termination of Step 1, the matter shall be presented in writing to the immediate supervisor. The supervisor shall present a written response within 10 working days. If the grievance is not resolved, the Parties may proceed to Step 3.



- (C) Step 3. Within 10 working days of the termination of step 2, the written grievance may be submitted to the Director of House Recording Studio, or his/her designee. Within 10 working days after submission of the grievance, the Director of House Recording Studio, or his/her designee, shall provide a written response. If the grievance is not resolved, the Parties may proceed to Step 4.
  
- (D) Step 4. Within 10 working days of the termination of Step 3, the grievance shall be submitted to the CAO or a designee of the CAO. A written response on behalf of the Employing Office shall be provided within ten (10) working days.

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

Section 6. Arbitration:

- (A) Either the Union or the Employer may submit a request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven arbitrators from which a mutually acceptable arbitrator will be selected. Any costs incurred in this process will be shared equally between the parties. The parties may also, by mutual agreement, select an arbitrator from any appropriate source.
  
- (B) The arbitration hearing shall take place within 3 months after filing the notice of decision to proceed to arbitration, unless the parties mutually agree to an extension of the time limit.

- (C) The Parties shall submit any arbitration to an FMCS interest-based mediation procedure, including grievance arbitration prior to arbitration, as an intermediary step to resolve any and all grievances. However, the Parties, by mutual agreement, may waive this step of the arbitration process. An FMCS Grievance Mediation Agreement is attached for reference as Appendix F to this Agreement.
- (D) The arbitrator shall first determine the arbitrability of any grievance. The arbitrator shall make this determination prior to hearing evidence on the merits of the grievance.
- (E) An arbitrator's decision shall be based on the entire record of the case.
- (F) An arbitrator shall make no award affecting a change, modification, addition or deletion to this Agreement.
- (G) An arbitrator shall render the decision as quickly as possible, but not later than 30 calendar days after the close of the hearing or the filing of post hearing briefs, if submitted. The Arbitrator shall issue a written award that must be signed and dated. The Arbitrator shall issue this award in accordance with applicable law and based on the evidence presented by the parties. At the request of any party, made before the conclusion of the hearing, the Arbitrator shall include in the award findings of fact and conclusions of law supporting the record.

- (H) The Union and the Employing Office shall each pay one-half the cost of the Arbitrator's expenses. However, each party shall bear its own incidental costs, including but not limited to attorney's fees, travel, and expert witness fees. Costs of transcripts, if mutually agreed, shall be shared equally. Employee witnesses and Union representatives shall be given reasonable amounts of official time to participate in the hearing.
- (I) The arbitrator's final decision shall be binding on all parties to the extent it is consistent with applicable law.

## **ARTICLE 7 - DISCIPLINE AND CORRECTIVE ACTIONS**

- Section 1. Management reserves the right to apply appropriate discipline. Such discipline may include, but is not limited to, oral warnings, written warnings, suspension, and termination of employment. These measures are normally successive; however, management reserves the right to employ any appropriate discipline, including termination, at any time.
- Section 2. All disciplinary and corrective actions are subject to the applicable procedure outlined in this article. In addition, these actions are subject to the grievance procedures outlined in Article 6, Sections 1 - 5, but not Article 6, Section 6.

1. Oral Warning

An oral warning involves a meeting between the Employee and the Director of the House Recording Studio. The Director of the House Recording Studio must specifically indicate to the Employee the following:

1. Identify this as an official oral warning;
2. Identify the infraction(s);
3. Specify when the infraction(s) took place;
4. Outline what steps the Employee must take to correct the situation;
5. Indicate the consequences of repeating the infraction(s) in the future;
6. Indicate that a note including the date and nature of the meeting will be kept in the Director of the House Recording Studio's records.
7. The Director of the House Recording Studio must also provide the Employee with an opportunity to respond to the allegations.

2. Written Warning

A written warning is prepared by the Director of the House Recording Studio and will be delivered to the Employee at a meeting between the Director of the House Recording Studio and the Employee. The Director of the House Recording Studio is to specify that this is an official written warning and should review the contents of the warning with the Employee. The warning must specifically indicate to the Employee the following:

1. Identify the infraction(s);
2. Specify when the infraction(s) took place;
3. Outline what steps the Employee must take to correct the situation;
4. Indicate the consequences of repeating the infraction(s) in the future;
5. The Employee shall receive a copy of the warning;
6. The Director of the House Recording Studio shall provide the Employee with an opportunity to respond in writing.
7. The employee's signature on the warning is acknowledgement of receipt of the warning and does not necessarily indicate agreement.

3. Suspension of Employment

While this action would usually occur only after oral warning and written warning, an unpaid suspension of employment may be authorized at any time, in management's discretion, depending on the factors involved in the infraction.

The notice of suspension shall be provided by the Chief Human Resources Officer, or his or her designee, and the Director of the House Recording Studio in a meeting with the Employee. The notice of suspension is to be provided in writing and should include the reason(s) for the suspension. A copy is to be provided to the Employee and the original is to be retained by Human Resources.

4. Termination of Employment

This is the most severe action to be taken by the Employing Office.

While this action would usually occur only after oral warning, written warning, and suspension, termination of employment may be authorized at any time, in management's discretion, depending on the factors involved in the infraction.

The notice of termination is to be provided by the Chief Human Resources Officer, or his or her designee, and the Director of the House Recording Studio in a meeting with the Employee. The termination is to be provided in writing and include the reasons for the termination. A copy is to be provided to the Employee and the original is to be retained by Human Resources.

Section 3. Upon request of the Employee, the Employee or a designated representative, with the Employee's written consent, shall be provided with an opportunity to review and/or obtain copies, without cost, of the Employee's official personnel file.

**ARTICLE 8 - HOURS OF WORK AND BASIC WORKWEEK**

Section 1. (a) The standard work day is normally eight (8) consecutive hours of work per day, excluding meal period, commencing at a time appropriate for the work of the particular office as determined by the Director of the House Recording Studio. Schedules are normally set as five consecutive days.

- (b) The Employing Office reserves the right to schedule work.
- (c) Work over forty (40) hours per week shall be considered overtime.
- (d) The Director of the House Recording Studio shall endeavor to schedule work to be eight (8) hours of work with a half hour (1/2) hour unpaid meal period within an eight and one-half (8-1/2) hour period. Employees are required to work eight (8) hours in any eight and one-half (8-1/2) hour period, with a one-half (1/2) hour unpaid lunch, for a day's pay.

Section 2. To the extent practicable, Employees shall be notified in writing at least two weeks in advance of changes to their shift or work assignment.

Section 3. Employees may advise supervisors of their level of interest in working overtime and their interest shall be considered, to the extent feasible, in the design of overtime schedules.

Section 4. The Employing Office reserves the right to extend its basic hours of work and the workweek due to the congressional schedule.

Section 5. The Employing Office shall endeavor to provide Employees with a staggered five (5) minute rest break for each four (4) hours worked to ensure adequate coverage. Rest breaks shall not ordinarily be taken in the first or last hour of the Employee's shift, nor in conjunction with the meal period.

Section 6. A meal period is an unpaid uninterrupted period where no work-related

duties are performed. During the meal period the Employee may leave his or her work area or building and will be given no duties. If the Employee is asked to perform work, or to remain in the work area, the meal will be treated as a missed meal.

Section 7. As a matter of CAO policy, Employees shall generally be allowed a minimum of thirty (30) minutes for a meal period in the middle of their normal shift, to occur between the start of the third hour of their shift and the end of the fifth hour of their shift. It is management's intention, to the extent feasible, to grant administrative leave to Employees of sixty (60) minutes for each thirty (30) minute period when this meal period is missed due to work assignments.

Section 8. It is management's intention, to the extent feasible, to grant Employees a second meal period of no less than thirty (30) minutes, to be scheduled no earlier than the start of the 10<sup>th</sup> hour and no later than the start of the twelfth (12<sup>th</sup>) hour, in the event an Employee remains on duty longer than ten (10) consecutive hours of actual work.

It is management's intention, to the extent feasible, to grant administrative leave of sixty (60) minutes for each thirty (30) minute period, when this second meal period is interrupted or missed due to work assignments.

Additional meal periods of thirty (30) minutes shall be granted for every four (4) hours of work beyond the time set for the second meal. It is management's intention, to the extent feasible, to grant administrative



leave of sixty (60) minutes for each thirty (30) minute period, when these subsequent meal periods are interrupted or missed due to work assignments.

If Employees are scheduled to work at times when reasonably accessible House food services are closed, management will allow, to the extent feasible, up to an additional thirty (30) minutes to access food services.

Section 9. An Employee shall be considered to be in an overtime status when working beyond forty hours in any scheduled work week. The Employing Office shall not utilize a “time off” plan, which provides Employees with time off in lieu of overtime pay, unless mutually agreed to by the affected Employee.

Section 10. It is management's intention, to the extent feasible, to grant administrative leave to Employees required to work schedules with less than twelve (12) hours between the end of one workday and the beginning of the next workday, and/or to any Employee required to work between the hours of midnight and 7 a.m.

It is management's intention, to the extent feasible, to grant at least 30 minutes administrative leave for each thirty-minute period, or portion thereof, worked pursuant to the conditions described in the first paragraph of this section.

Section 11. It is management's intention, to the extent feasible, to grant administrative leave to Employees required to work schedules involving

seven (7) consecutive days of work. Such administrative leave will be provided on a one-to-one basis for all hours worked on the seventh (7<sup>th</sup>) consecutive day worked.

Section 12. To the extent administrative leave is granted under the preceding provisions of this Article, such leave shall be taken, to the extent feasible, before the end of the subsequent payroll period.

Section 13. In the event that an Employee is called into work on a scheduled day off or a holiday, the Employee shall be scheduled for a minimum of 4 hours for all time worked up to 4 hours. For time actually worked over 4 hours, the Employee shall be credited with the actual time.

Section 14. In the event that an Employee is provided metro benefits for commuting purposes but is unexpectedly required or volunteers to work a shift that will more than likely end after the public transportation has ceased operation, the Director of the House Recording Studio may, when feasible, allow the Employee to be issued a temporary parking pass for the night(s) to be worked.

The Parties acknowledge that:

1. An Employee who receives this benefit will be required to reduce his or her metro benefit by a prorated amount the next month to take into account the period of time that parking was made available;
2. This is a limited benefit applicable to only those rare occasions

when the House is expected to be in session for extended hours;

3. This provision is subject to Committee on House Administration approval, that this is a Committee on House Administration policy and may be unilaterally revoked by the Committee on House Administration; and
4. This provision is subject to the ability of management to secure the necessary parking passes from the House Sergeant at Arms Parking Security.

Section 15. Employees that receive metro transit benefits, and whose shift unexpectedly ends after public transportation has ceased operation for the day will be eligible for reimbursement for an alternate ride home consistent with the policy implemented by the Committee on House Administration.

Section 16. If an Employee is called at home during their off-duty hours (by a Supervisor, Manager, or another Employee) to discuss business, the Employee shall be paid thirty (30) minutes time. Should the elapsed time of the phone call(s) be more than thirty (30) minutes, the payment shall be rounded up to the next thirty (30) minute period. The time will be added to the Employee's time sheet for the day in question at the actual time that the call(s) took place, and will be paid at the appropriate rate.

## ARTICLE 9 - HOLIDAYS

Section 1. The following represents Personnel Policies & Procedures for the House Officers & Inspector General and provides a description of current holiday policies of the CAO, applicable to all Employees of the CAO. The CAO may change these policies office-wide at any time. However, the union shall be provided with advance notice of changes.

Section 2. The current holidays are:

New Year's Day

Inauguration Day

Martin Luther King Day

Presidents Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Section 3. Holidays designated above will normally be observed as non-workdays. When such holiday falls on Saturday or Sunday, the preceding Friday or succeeding Monday as prescribed by law shall be deemed as the holiday.

Section 4. Effective October 1, 2017, paid hours for Federal holidays shall be counted as hours worked with respect to overtime after 40 hours per

week. With the exception of Federal Holidays and Official Union Time leave (as noted in Article 3), no other forms of paid leave count as creditable time for purposes of calculating overtime.

Section 5. The CAO's Office shall observe all Federal Holidays. Employees may be required to work holidays, consistent with the CAO's work schedule policies.

Section 6. If an Employee works, on-site, on a Federal Holiday (as outlined in Section 2 above) he or she will be granted eight (8) hours of Administrative Leave, in addition to any pay earned.

### **ARTICLE 10 - LEAVE AND ABSENCE**

Section 1. Employees shall be provided the leave policies adopted by House Rules, the Committee on House Administration and the House Officers, as contained in the Personnel Policies & Procedures for the House Officers & Inspector General. They are included in this Agreement for the Employee's convenience.

Section 2. Annual leave

Permanent full-time and part-time Employees accrue annual leave on a monthly basis based on the length of Federal Service, both civilian and active-duty military. Temporary Employees, including interns, are not entitled to annual leave. The rate of accrual of leave for full-time Employees is as follows:

<u>Years of Service</u>	<u>Accrual Monthly Accrual Rate</u>	<u>Yearly</u>
Less than 1 year	8 hours	12 days
At least 1 but less than 3 years	10 hours	15 days
At least 3 years but less than 6 years	12 hours	18 days
6 or more years	16 hours	24 days

When employment begins on a day other than the first day of the month or ends on a day other than the last day of a month, annual leave accrued in that month will be prorated by the number of days the Employee is employed by the Office that month. Employees on leave without pay (LWOP) and permanent part-time Employees will earn annual leave on a prorated basis.

Annual leave is to be requested following the internal leave procedures and will be charged in quarter-hour increments against an Employee's annual leave record.

Employees may carry over to the next year up to 280 hours of unused accrued annual leave. There are no exceptions or approvals available to carry over in excess of 280 hours of unused accrued annual leave.

Employees terminating their employment with the House will receive a lump sum payment for accrued unused leave up to 240 hours, in accordance with the Speaker's Pay Order. The sum total of all payments made upon termination of employment, including severance pay and

payment for accrued unused leave, may not exceed the Speaker's Pay Order. As a result, Employees will only be paid for accrued unused annual leave insofar as it does not exceed the Speaker's Pay Order.

### Section 3. Advance of Leave

The Employing Office may advance annual and sick leave for exigent circumstances. Under no circumstances, however, shall the Employing Office advance to an individual more than a total of 192 hours of leave, which includes a maximum of 96 hours of annual leave and 96 hours of sick leave. It is the present policy of the CAO not to advance leave to Employees.

### Section 4. Sick Leave

Full-time Employees accumulate sick leave at the rate of 8 hours per month and there is no limitation on the total accumulation of sick leave. Leave accrual commences on the first day of employment and ends on the last day of employment. Employees on LWOP will earn sick leave on a prorated basis. Employees who begin or end employment in the middle of the pay period will have sick leave prorated. Employees with prior Federal service, including those transferring from another Federal Government office, will have their certified unused sick leave reinstated to their leave record.

An Employee may use sick leave for periods of absence from work due to his or her own illness, injury, pregnancy, or medical confinement. Sick leave can also be used for scheduled medical and dental appointments.

An Employee may also use sick leave to provide care for a family member as result of illness, injury, or medical examination. Family member is defined as the Employee's child, spouse, parent or guardian, or sibling.

Eligible Employees who suffer from a serious health condition or who need to take leave for family reasons may also be entitled to leave under the Family and Medical Leave Act (see Section 6).

Employees who are unable to report to work because of illness or injury must notify the appropriate authorizing official no later than one-half (1/2) hour after their designated starting time. Employees who know in advance that they will need to utilize sick leave must request such leave pursuant to the internal procedures established by the Employing Office.

Sick leave will be charged in quarter-hour increments against an Employee's leave record. The Employing Office may institute internal procedures requiring certification from an attending physician or a health care provider. If an Employee becomes ill while on approved annual leave, the period of incapacitating illness may be charged to available sick leave. Certification from an attending physician or health care provider may be required to support such a request.

#### Section 5. Leave Without Pay

Leave without pay (LWOP) is an authorized uncompensated absence which has been approved by the Employing Office in response to an application by an Employee. Normally a request for LWOP will not be



approved if the Employee has annual leave available. The Employing Office should determine whether the services of the Employee may be reasonably spared before granting such a request. The approval of LWOP is within the sole discretion of the Employing Office. As a basic condition for approval of LWOP, there should be a reasonable assurance that the Employee will return to duty at the end of the approved period. In no case shall LWOP exceed one year.

In addition, there are separate provisions for requesting and authorizing LWOP under the Family and Medical Leave Act (see Section 6).

## Section 6. Family and Medical Leave

### Definitions

Section 202 of the Congressional Accountability Act of 1995 applies certain rights and protections of the Family and Medical Leave Act of 1993 to covered employees. These rights and protections entitle eligible employees to take leave for certain family and medical reasons and to be reinstated to their prior positions upon their return to work. What follows is the CAO's current policy for leave under the Family and Medical Leave Act (FMLA); this policy is subject to change at any time. To the extent any change is subject to the duty to bargain, such as the duty to bargain over impact and implementation, the parties agree to bargain in good faith prior to the implementation of such change.

### Policy and Procedures

Under the applicable provisions of the Family and Medical Leave Act of 1993 (FMLA), any person who has worked as a Congressional employee for a total of twelve months of employment and at least 1,250 hours during the previous twelve month period is entitled to take up to twelve weeks of unpaid leave during a twelve month period for a qualifying family and medical reason.

The CAO allows Family and Medical leave for the following reasons:

- A. For the birth of a child and/or assist in the care of a newborn child of the employee;
- B. Placement of a child with the employee for adoption or foster care;
- C. To care for a qualifying family member (spouse, domestic partner, child, sibling, or parent) who has a serious health condition; or
- D. For the employee's own serious health condition which makes the employee unable to perform the functions of his or her job.

For purposes of this policy, spouse means a husband or wife as defined or recognized under State law for purposes of marriage in the state where the employee resides, including common law marriage in States where it is recognized.

The CAO defines a domestic partner as a person with whom the employee shares, and has shared for over 12 months, a mutual residence, and with whom the employee maintains a “committed relationship.”

Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of mental or physical disability.”

Sibling means biological, adoptive, foster or step sister/brother. This term does not include brothers/sisters “in law.”

Parent means biological parent or an individual who stands (or stood) in loco parentis to an employee when the employee was a child either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability.” This term does not include parents “in law.”

For purposes of the FMLA, "serious health condition" entitling an employee to FMLA leave generally means an illness, injury, impairment, or physical condition that involves inpatient care (i.e., an overnight stay), or continuing treatment by a health care provider.

#### Medical Certification

An employee who requests FMLA leave for his or her own illness or to care for a family member is required to provide a medical certification from the health care provider that the leave is due to the serious health condition of the employee or the employee’s qualifying family member.

The CAO may also require an opinion by a second health care provider designated by the employer. If there is a conflict between the first and

second certifications, the CAO may require and pay for a third opinion by a health care provider jointly approved by the Office and the employee. The opinion of the third health care provider is final and binding.

To request FMLA leave the requesting employee should submit a Request for Family Medical Leave and a completed the Health Care Provider Certification. CAO Human Resources will review all supporting documentation and provide written approval or denial letter to the employee explaining their benefits and amount of paid and unpaid FMLA leave granted.

#### Paid Leave

During this twelve week period, it is the CAO's policy to provide up to six weeks of paid FMLA leave to a qualified employee.

#### Substitution of Paid Leave for FMLA Leave

An employee may substitute his or her accrued annual leave for FMLA leave for the care of a newborn, newly adopted, or newly placed foster child. An employee may substitute his or her annual or sick leave for FMLA leave for the employee's own serious health condition (including recovery from, or complications associated with childbirth), or for the care of a family member's serious health condition. Any paid sick leave and/or other paid time off taken for the employee's serious health condition may count toward an employee's FMLA entitlement.

### Calculating the Leave Year

For FMLA purposes the twelve month period during which an employee is entitled to twelve work weeks of unpaid FMLA leave is calculated on a rolling twelve month basis measured backward from the date the employee uses family and medical leave.

### Notice of FMLA Leave

If the need for leave is foreseeable, an employee must provide at least thirty days notice (written or verbal), or otherwise as much advance notice as practicable. If an employee fails to give thirty days notice, with no reasonable excuse, the CAO may delay the taking of FMLA leave.

### Retroactive FMLA Requests

Family and Medical Leave Requests that are submitted after leave has been taken will not be approved with the exception of unforeseeable circumstances at the time leave is initiated or in the event an employee is not physically able to complete the request forms. In the event a retroactive request is submitted, it may be approved but will only be dated back to the day the CAO Human Resources was put on notice (written or verbal) of the qualifying condition.

FMLA leave may be designated as such retroactively upon an employee's return to work where the employee does not inform the office in advance of the reason for the leave and the office discovers upon the employee's return that the reason for the leave falls under the FMLA.

### FMLA Leave for Family

For leave requested for care of a family member with a serious health condition or for the employee's own illness the employee shall make a reasonable effort, after consulting with his/her immediate supervisor, to schedule leave so as not to unduly disrupt office operations (subject to approval of the health care provider).

### Intermittent or Reduced Schedule Leave

Intermittent leave is FMLA leave taken in separate blocks of time, due to a single qualifying reason. When an employee seeks to take FMLA leave intermittently or on a reduced schedule basis, the employee must comply with the following guidelines:

- Leave may be taken intermittently or on a reduced leave schedule to care for a seriously ill family member or for the employee's own serious health condition.
- When leave is taken after the birth of a child, or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule ONLY if the employing office agrees.
- When leave is taken intermittently or on a reduced leave schedule, the CAO may require that the employee transfer to an alternative position which has equivalent pay and benefits, and which better accommodates recurring periods of leave.
- Intermittent or Reduced schedule must be coordinated with employee's supervisor in advance.

### Return to Work

The CAO may require that an employee present a “fitness for duty” certification upon return to work when the absence is caused by the employee’s own serious health condition. The CAO may seek such certification only with respect to the particular serious health condition that was the reason for the employee’s request for FMLA leave. The employee is responsible for the cost of such certification.

The CAO may delay or refuse to restore an employee to duty if CAO Human Resources has requested and the employee has failed to provide the appropriate “fitness for duty” certification. If the employee indicates they do not intend to return to work as scheduled, CAO Human Resources will follow up with the employee to ensure they understand the ramifications.

### Periodic Reports

The CAO Human Resources may require periodic reports from an employee on leave regarding his or her status and intention to return to work.

### Continuation of Benefits

While on FMLA leave, whether paid or unpaid, employees will continue to be enrolled in their health insurance plans. As long as the employee remains enrolled in health benefits, the U.S. House of Representatives will continue to pay the government contribution for employees on Leave Without Pay. The employee is responsible for payment of the employee share and will be contacted by the Office of Payroll and

Benefits to arrange for monthly payments. Under federal regulations an employee whose enrollment continues for a period of time without payment is deemed to have consented to recovery of an indebtedness for past-due health benefits premiums from future salary, or from any other moneys owed to an employee by the Federal Government.

#### Reinstatement from Leave

Upon return to work after taking FMLA leave, an employee generally will be entitled to be restored to the same position or an equivalent position to that which the employee occupied before taking FMLA leave. If an employee is unable to perform the essential functions of his or her job because of a mental or physical condition, the employee has no right to restoration to his or her position under the FMLA.

If an employee is on leave related to a medical condition in excess of twelve weeks within a twelve month period, the employee will not be guaranteed reinstatement.

Except for employees on authorized active military duty, if an employee accepts other employment while on leave, the employee will be deemed to have terminated employment with the Chief Administrative Officer on the first day of the new employment.

#### Key Employees

Key employees are employees who are salaried and among the highest paid ten percent of all employees employed by the employing office within seventy five miles of the employee's worksite. The employing



office may deny reinstatement upon return from FMLA leave to “key” employees if reinstatement would cause substantial and grievous economic harm to the operations of the CAO. The CAO must provide written notification to “key” employees of their status upon a request for FMLA leave.

#### Misrepresentation

If an employee misrepresents the reasons for requesting FMLA leave, the employee may be subject to disciplinary action, up to and including termination.

#### Intimidation and Retaliation Prohibited

The Chief Administrative Officer will not use the taking of FMLA leave as a negative factor in employment decisions such as promotions or disciplinary actions. Retaliation of any kind is prohibited.

### Section 7. Administrative Leave

Administrative Leave is leave with pay that is not charged against an Employee’s balance of annual or sick leave. Such requests require approval by the appropriate authorizing individual. Instances that justify administrative leave include, but are not limited to: official time as defined in Article 3, voter registration, voting, blood donation, jury duty, office shutdown or early dismissal, training attendance, performance recognition, sitting for a professional examination required by or relevant to an Employee’s responsibilities, bereavement (see Section 8) and military service for reservists and National Guard members (see Section 9).

## Section 8. Bereavement Leave

The Employing Office may grant administrative leave not to exceed 5 days, to Employees to make arrangements necessitated by the death of a family member and/or to attend the funeral of a family member. For the purposes of using administrative leave for bereavement, a family member is defined as:

spouse;

parents and grandparents;

children, including adopted/foster children, and spouse thereof;

brothers and sisters, and spouses thereof; and

any individual related by blood or affinity whose close association with the Employee is equivalent of a family relationship.

## Section 9. Military Leave Policy

An Employee who is a member of a National Guard or Armed Forces Reserves (“Reserves”) unit accrues paid military leave at a rate of 15 business days per fiscal year for, among other purposes, active duty and inactive-duty training. Any compensation provided by the National Guard or Reserves may be retained by the Employee. An Employee who is a member of a Federal Emergency Task Force and is called to duty will be given paid leave for that purpose. To apply for the leave, the Employee should submit appropriate documentation (*e.g.*, a copy of the orders) to the Office as far in advance as possible. Employees can carry over unused military leave up to 15 days per fiscal year (for a total not to exceed 30 days per fiscal year).

In addition to the 15 paid business days of leave an Employee in the National Guard or Reserves accrues each fiscal year, an Employee who performs military service as defined by 5 U.S.C. § 6323(b)(2)(A) (regarding the provision of military aid to enforce the law or support civil authorities) or is called to active duty to support a contingency operation as defined under 10 U.S.C. 101(a)(13) receives an additional 22 business days of paid leave per calendar year, offset by the Employee's military salary. In other words, if an Employee is called to active duty to support a contingency operation, the Employee will receive the difference between his/her Office salary and the military salary for a period of 22 business days (assuming the Employee's Office salary is higher than his/her military salary). To facilitate processing and distributing the 22-day pay differential, the Employee should provide the Office with information regarding his or her military pay prior to departure for military leave. Failure to provide such information may result in a delay in distributing the 22-day pay differential to the Employee.

In addition, under 5 U.S.C. § 5538, an employee in the National Guard or Reserves who is called to active duty in support of a contingency operation as defined under 10 U.S.C. § 101(a)(13)(B) is entitled to up to five years of paid leave offset by the employee's military salary.

There are other situations in which an Employee who is in the Reserves or National Guard may qualify for additional leave. The Office will provide leave consistent with the qualifications and requirements of 5

U.S.C. § 6323, including extended leave for military reserve technicians and Employees ordered to military service to support civil authorities.

Employees who require absences for military duty (including long-term absences for active duty) will be accorded all benefits and protections provided by law, including reemployment rights, health insurance protection, and the right to be free from discrimination and retaliation. Any Employee who is required to take a leave of absence for military duty should notify the Office immediately. An Employee shall be permitted, but not required, to use any unused accrued annual leave, upon request, during the period of military service.

#### Section 10. Weather and Emergency Conditions

Weather or other conditions may result in the closing of the House Offices and the granting of administrative leave to Employees. The Office of the CAO follows its own weather and emergency conditions policy and, in the event of a weather or other emergency, will make an announcement before the start of the workday as to whether the Office of the CAO is closed except for floor-related and necessary support services. Employees required to work on such days shall be paid consistent with the CAO's work schedule policies. The Employing Office will designate House Recording Studio personnel who provide necessary floor-related and support services when the House is in session by asking for volunteers and such personnel should report to work. If there are no volunteers, the Director of the House Recording Studio may designate personnel based upon proximity to the office or follow the schedule of the previous day. If the House is in recess or the

Speaker of the House declares that the House will not be in session and House Offices are closed, the officer may also, at his or her discretion, grant administrative leave to designated personnel.

When weather or other conditions result in an announcement before the workday that the CAO is granting unscheduled leave for CAO non-emergency personnel, any non-designated personnel who cannot report to work may use his or her annual leave or LWOP for part or all of that day without prior authorization; so long as the Employee contacts the House Officer or his or her designee no later than either a designated time or their normal start time to inform the House Officer or his or her designee that he or she will take leave. Employees failing to follow these procedures may be placed on LWOP, if applicable, for that period.

When the CAO declares a delayed arrival policy for personnel, the late arrival of non-designated personnel within a reasonable time will be excused. Designated personnel are expected to arrive on time.

At the sole discretion of the Director of the House Recording Studio, when it is in the best interest of the House and the CAO and for the safety of the Employee, the Director of the House Recording Studio may authorize House Recording Studio Employees to secure overnight lodging during periods when weather conditions are such as to call into question whether the House Recording Studio would have adequate coverage but for the Employees lodging in the vicinity of the House Recording Studio or when weather conditions are such that it would imperil the safety of the Employee to travel.

In addition, Employees who are lodged for the convenience of the House will be expected to report to work for the following shift regardless of whether the Employee is scheduled to work, unless directed otherwise by the Director of the House Recording Studio, and shall remain on site until relieved by other Recording Studio Employees.

Lodging will be at the expense of the Employing Office. The Employee will not be eligible for per diem reimbursement.

Section 11. All bargaining unit Employees retain and continue to accrue benefits as provided to all other Employees of the CAO's Office.

### **ARTICLE 11 - SAFETY**

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

Employee rights of appeal are limited to the internal grievance procedure of Article 6, Section 5 (excluding mediation and arbitration) and the Office of Compliance rights of appeal.

### **ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY**

The Employing Office is an equal opportunity employer and does not discriminate on the basis of an individual's race, color, religion, sex, national origin, disability, age over

40, military status, genetic information, or any other factor prohibited by the Congressional Accountability Act (CAA) or applicable federal law. The Employing Office complies with House Rule XXIII(9), which prohibits discrimination based on marital or parental status. Employee rights of appeal are limited to the internal grievance procedure of Article 6, Section 5 (excluding mediation and arbitration) and the Office of Compliance rights of appeal.

### **ARTICLE 13 - GENERAL CONDITIONS**

Section 1. A union representative shall be given an opportunity to meet with a new bargaining unit Employee for all matters related to union representation. Employees eligible to be in the bargaining unit shall be informed by the union representative of the Union's exclusive recognition, of their right to join or not join a union, and the Union's duty under law to represent the Employees.

All new bargaining unit Employees eligible for membership in the bargaining unit will be given a copy of this Agreement.

Section 2. Notices

For purposes of this Agreement, unless otherwise specified or agreed to, notices, demands and all other communications provided for in this Agreement, shall be in writing and shall be deemed to have been duly given when delivered, unless otherwise specified or agreed to, by United States mail, and addressed as follows:





In addition to the terms and conditions contained in this Agreement, every Employee shall adhere to the spirit and the letter of the Rules of the House of Representatives and applicable regulations of the Committee on House Administration. These include the requirement that all Employees comply with all federal laws and House Rules relating to acceptance of gifts, conflicts of interest and reporting of financial interests and outside employment. Employees should familiarize themselves with and adhere to the Code of Official Conduct (House Rule XXIII) and the House Ethics Manual.

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

The Parties agree that the laws and regulations referenced in this Article, or any other Article of this Agreement, or attached as part of the Appendix, have been included for referential purposes only. The Parties agree that such reference does not imply or otherwise mean that the subject matter of these laws or regulations have been or may be bargained by the Parties.

#### **ARTICLE 15 - PERFORMANCE EVALUATION**

The CAO's office may establish performance based reviews for individual Employees, including those in the bargaining unit. Each Employee will have access to a copy of their current position description.

Performance based reviews are designed to be used as both a performance plan and evaluation and are a critical component of the performance partnership between the

Employees and their manager. After completing a performance evaluation, a manager may make a specific recommendation based on the evaluation. Recommendations may be submitted for meritorious increases, longevity increases, awards, recognition, career/skills training, administrative leave, performance related guidance, or other actions.

The performance review process shall be office-wide. Current copies of the evaluation forms are on file with the Employing Office.

## **ARTICLE 16 - POSITION DESCRIPTIONS**

Section 1. Position descriptions, containing the principal duties, responsibilities and supervisory relationships for the purpose of classification, will be made available to each Employee on the day the Employee assumes a position listed in Section 2 of this Article.

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

- (1) Broadcast Production Technician
- (2) Audio Specialist
- (3) Senior Audio Specialist
- (4) Electronics Technician
- (5) Senior Electronics Technician
- (6) Senior Broadcast Engineering/Production Specialist
- (7) Broadcast Engineering/Production Specialist
- (8) Production/Engineering Specialist (120 Day Temp)
- (9) Senior Camera Operator

(10) Technical Director

Section 3. The Employing Office agrees that phrases in position descriptions such as “other related duties” or “other duties as assigned” generally mean assignments reasonably related to duties, responsibilities and qualifications outlined in the position descriptions.

Section 4. To the extent feasible and consistent with management’s right to assign work, it is agreed that duties described in position descriptions for these classifications shall usually be performed by covered Employees except that management in its discretion may permit Congressional staff to perform minimal technical tasks in cooperation with Employees. As Committees renovate and utilize the facilities of the House Recording Studio to televise hearings, the Employing Office will assume responsibility for the operation and maintenance of technology used to televise those hearings unless otherwise directed by House leadership or applicable oversight Committees.

In an emergency, supervisors may perform any essential functions described herein, but may not schedule themselves in advance to fill in for Employees.

**ARTICLE 17 – REORGANIZATION, REDUCTION IN FORCE, OR  
LAPSE IN APPROPRIATIONS**

Section 1. A reorganization or reduction in force for purposes of this Article refers to a recommendation by the Employing Office which results in the

abolition of one or more permanent positions.

When regular HRS employees are laid off due to a reduction in force, HRS will not solicit additional contractors to backfill positions that were previously considered permanent. However, HRS still has the right to utilize similar levels of contractor support for operational surges associated with House activity.

No contractors will be utilized when and while regular employees are furloughed due to a lapse in appropriations.

Section 2. Nothing in this Article shall pertain to:

- (a) Termination of a temporary position; or
- (b) Separation or demotion unrelated to a reorganization or reduction in force.

Section 3. Consistent with management's right to discipline and HEPCA, the Employing Office shall not recommend a reorganization as a disciplinary action.

Section 4. If the Employing Office recommends a reorganization, it shall endeavor, to the extent feasible, to achieve the reorganization through attrition. To the extent practicable, the Employing Office shall endeavor to achieve budget cutbacks by reducing costs.

Section 5. In conducting a reorganization, the Employing Office shall, to the extent feasible and consistent with management rights, ensure that Employees

within the same position title in the bargaining unit are not separated from employment unless Employees with less continuous, unbroken service in the immediate unit are first separated from employment. However, the Employing Office may consider performance as defined in Article 16 as a basis to deviate from this general rule.

Section 6. The Employing Office shall establish and maintain a reemployment list for separated Employees for four (4) years. When a position becomes available, HRS will notify those on this reemployment list of the opening; this notification will be made in a timely fashion, using the contact information provided by the separated Employee.

Section 7. (a) The Employing Office shall assist Employees adversely affected by a reorganization to the extent practicable in seeking other employment opportunities.

(b) When Employees are displaced as a result of a decision to contract out the work they perform, the Employing Office shall, to the extent feasible and within its authority, include in the proposal language that requires the contractor to allow affected Employees to apply for, be interviewed for, and be considered for employment with the contractor.

Section 8. The Employing Office agrees to apply all provisions of this article fairly and equitably.

Section 9. Before a reorganization or reduction in force is implemented, the parties

shall meet and consult over the impact and implementation of changes in conditions of employment not covered by this Article.

#### **ARTICLE 18 - APPENDICES**

The Parties agree that Appendices A-H are attached for referential purposes only. The Parties agree that such reference does not imply or otherwise mean that the subject matter of these Appendices have or may be bargained by the Parties.

#### **ARTICLE 19 - DURATION OF CONTRACT**

The term of this Agreement shall run four (4) years from the date of signing, or until April 1, 2021, whichever is earlier.

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

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

## ARTICLE 20 - SIGNATURES

### Section 1. Entire Agreement

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

### Section 2. Severability

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

### Section 3. Counterparts

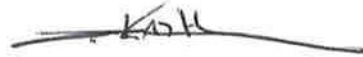
This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

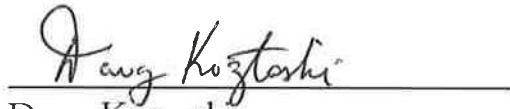
HOUSE RECORDING  
STUDIO



Richard McDermott  
NABET-CWA Local 31 President



Patrick Hirsch  
Director



Doug Koztoski  
Bargaining Committee Representative



John Salamone  
Chief Human Resources Officer



Todd Redlin  
Bargaining Committee Representative,  
Emeritus



Charles Braico  
NABET-CWA President

11/17/2017  
Date



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## APPENDIX A

IT IS HEREBY ORDERED that the unit sought to be clarified, in which exclusive recognition was granted to the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO on May 7, 1997, is clarified to read as follows:

All non-supervisory, permanent employees of the House Recording Studio, including:

(a) employees in the following positions: Senior Camera Operator, Broadcast Production Technician, Technical Director, Senior Audio Specialist, Audio Specialist, Senior Broadcast Engineering/Production Specialist, Broadcast Engineering/Production Specialist, Senior Electronic Technician, Electronic Technician, Production/Engineering Specialist, excluding the Administrative Staff and those employees excluded by statute.

(b) any individual(s) hired to fill one of the five temporary Production/Engineering Specialist positions within the House Recording Studio approved by the Committee of House Oversight with the expectation that said temporary positions(s) will be encumbered for 30 working days or more within the 12 month calendar year of employment. Each individual temporary position will be deemed to be included within the certified unit for the duration of the calendar year in which it was filled, as of the first day said temporary position was filled.

## APPENDIX B

### § 7106. Management rights

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—
- (1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  - (2) in accordance with applicable laws—
    - (A) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - (B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - (C) with respect to filling positions, to make selections for appointments from—
      - (i) among properly ranked and certified candidates for promotion; or
      - (ii) any other appropriate source; and
    - (D) to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating—
- (1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
  - (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

APPENDIX C

5 USC 7131 - Official Time

**SUBCHAPTER IV-ADMINISTRATIVE  
AND OTHER PROVISIONS**

§7131. Official time

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

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

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

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

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

## APPENDIX D

### 5 USC 7114 Union Representation

#### §7114. Representation rights and duties

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

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

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

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

- (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (ii) the employee requests representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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**APPENDIX F**

**FEDERAL MEDIATION & CONCILIATION SERVICE  
UNITED STATES GOVERNMENT**

**GRIEVANCE MEDIATION AGREEMENT**

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

1. Grievance mediation is a supplement to, and not a substitute for, the steps of the contractual grievance procedure. Nor shall it be used to unnecessarily delay resolution of the grievance.
2. Any time limits in the parties' labor agreement must be waived to permit the grievance to proceed to arbitration should mediation be unsuccessful.
3. Proceedings before the mediator will be informal and the rules of evidence do not apply. No record, stenographic or tape recordings of the meetings will be made. The mediator's notes are confidential and their content shall not be revealed. FMCS rules protecting the mediator's confidentiality and immunity from providing testimony in any subsequent arbitration case, court proceeding, or administrative tribunal shall apply to FMCS grievance mediation.
4. Mediation sessions are private; the grievant is entitled to be present, non-parties may attend only with the permission of the parties and with the consent of the mediator.
5. The mediator may conduct the mediation conference utilizing all of the customary techniques associated with mediation including the use of separate caucuses.
6. The mediator has no authority to compel resolution of the grievance.
7. In the event that no settlement is reached during the mediation conference, the mediator may provide the parties whether in separate or joint session with recommendations for settlement and/or an oral advisory opinion.
8. If either party does not accept an advisory opinion, or if none is provided, the

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matter may then proceed to arbitration in the manner and form provided in their collective bargaining agreement.

9. FMCS and the mediator appointed by the Service will be held harmless of any claim of damages arising from the mediation process.

_____	_____	_____
name	mgmt. organization	date
_____	_____	_____
name	labor organization	date
_____	Grievant (if present)	



## APPENDIX G

UNITED STATES CODE ANNOTATED  
TITLE 5. GOVERNMENT ORGANIZATION AND EMPLOYEES  
PART III-EMPLOYEES  
SUBPART E-ATTENDANCE AND LEAVE  
CHAPTER 63-LEAVE  
SUBCHAPTER II-OTHER PAID LEAVE

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### **§ 6323. Military leave; Reserves and National Guardsmen**

**(a)(1)** Subject to paragraph (2) of this subsection, an employee as defined by section 2105 of this title or an individual employed by the government of the District of Columbia, permanent or temporary indefinite, is entitled to leave without loss in pay, time, or performance or efficiency rating for active duty, inactive-duty training (as defined in section 101 of Title 37), funeral honors duty (as described in section 12503 of title 10 and section 115 of title 32), or engaging in field or coast defense training under sections 502-505 of title 32 as a Reserve of the armed forces or member of the National Guard. Leave under this subsection accrues for an employee or individual at the rate of 15 days per fiscal year and, to the extent that it is not used in a fiscal year, accumulates for use in the succeeding fiscal year until it totals 15 days at the beginning of a fiscal year.

**(2)** In the case of an employee or individual employed on a part-time career employment basis (as defined in section 3401(2) of this title), the rate at which leave accrues under this subsection shall be a percentage of the rate prescribed under paragraph (1) which is determined by dividing 40 into the number of hours in the regularly scheduled workweek of that employee or individual during that fiscal year.

**(3)** The minimum charge for leave under this subsection is one hour, and additional charges are in multiples thereof.

**(b)** Except as provided by section 5519 of this title, an employee as defined by section 2105 of this title or an individual employed by the government of the District of Columbia, permanent or temporary indefinite, who--

**(1)** is a member of a Reserve component of the Armed Forces, as described in section 10101 of title 10, or the National Guard, as described in section 101 of title 32; and

**(2)(A)** performs, for the purpose of providing military aid to enforce the law or for the purpose of providing assistance to civil authorities in the protection or saving of life or property or the prevention of injury--

**(i)** Federal service under section 331, 332, 333, or 12406 of title 10, or other provision of law, as applicable, or

**(ii)** full-time military service for his State, the District of Columbia, the Commonwealth of Puerto Rico, or a territory of the United States; or

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**(B)** performs full-time military service as a result of a call or order to active duty in support of a contingency operation as defined in section 101(a)(13) of title 10;

is entitled, during and because of such service, to leave without loss of, or reduction in, pay, leave to which he otherwise is entitled, credit for time or service, or performance or efficiency rating. Leave granted by this subsection shall not exceed 22 workdays in a calendar year. Upon the request of an employee, the period for which an employee is absent to perform service described in paragraph (2) may be charged to the employee's accrued annual leave or to compensatory time available to the employee instead of being charged as leave to which the employee is entitled under this subsection. The period of absence may not be charged to sick leave.

**(c)** An employee as defined by section 2105 of this title or an individual employed by the government of the District of Columbia, who is a member of the National Guard of the District of Columbia, is entitled to leave without loss in pay or time for each day of a parade or encampment ordered or authorized under title 39, District of Columbia Code. This subsection covers each day of service the National Guard, or a portion thereof, is ordered to perform by the commanding general.

**(d)(1)** A military reserve technician described in section 8401(30) is entitled at such person's request to leave without loss of, or reduction in, pay, leave to which such person is otherwise entitled, credit for time or service, or performance or efficiency rating for each day, not to exceed 44 workdays in a calendar year, in which such person is on active duty without pay, as authorized pursuant to section 12315 of title 10, under section 12301(b) or 12301(d) of title 10 for participation in operations outside the United States, its territories and possessions.

**(2)** An employee who requests annual leave or compensatory time to which the employee is otherwise entitled, for a period during which the employee would have been entitled upon request to leave under this subsection, may be granted such annual leave or compensatory time without regard to this section or section 5519.



6<sup>TH</sup> FLOOR, 501 3<sup>RD</sup> STREET, N.W., WASHINGTON, DC 20001-2797 · 202/434-1254

FAX: 202/434-1426

**APPENDIX H**

April 29, 2014

Mr. Patrick Hirsch  
Director  
House Recording Studio  
Rayburn B310  
Washington, DC

Dear Pat,

During the bargaining for the successor agreement during 2013, the parties agreed to exchange information in preparation for any potential government shutdown, or furlough. In the event of potential displacement of members of the bargaining unit, the parties will meet and discuss methodologies to process a partial furlough, or full furlough of members of the bargaining unit.

Sincerely,

A handwritten signature in cursive script that reads "Carrie J. Biggs-Adams".

Carrie J. Biggs-Adams  
Staff Representative  
NABET-CWA