

AGREEMENT BETWEEN
OFFICE OF THE U.S. SENATE SERGEANT AT ARMS
(SENATE RECORDING STUDIO)

AND

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND
TECHNICIANS, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO,
LOCAL NO. 31

Effective: January 27, 2020 – January 27, 2024

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Preamble

The following terms and conditions of employment represent a mutually negotiated agreement (Agreement) between the Office of the Senate Sergeant at Arms and the National Association of Broadcast Employees and Technicians, Communications Workers of America, AFL-CIO, Local No. 31, collectively the "Parties" or individually as a "Party," on behalf of the employees of the Senate Recording Studio 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 SAA by increasing Employee, as defined in Article 1 of this Agreement, effectiveness through training and employee development programs;
- 5) To promote and foster positive employee-management cooperation between the SAA and Employees, as defined in Article 1 of this Agreement;
- 6) To adjust all differences arising between the Parties related to matters covered by this Agreement; and
- 7) To establish, through negotiations, uniform labor relations procedures and conditions of employment to the extent provided by law.

ARTICLE 1 – PARTIES – RECOGNITION

Section 1.01 – Parties

The Parties to this Agreement are the Office of the U.S. Senate Sergeant at Arms (SAA) and the National Association of Broadcast Employees and Technicians, Communications Workers of America, AFL-CIO, Local No. 31 (NABET-CWA or Union). The SAA and the Union are referred to collectively as the Parties or individually as a Party,

Section 1.02 – Bargaining Unit

Pursuant to Office of Compliance certification 05-LMR-01, dated September 16, 2005, the SAA recognizes NABET-CWA as the exclusive bargaining representative for all non-supervisory, permanent employees of the U.S. Senate Recording Studio in the positions of Broadcast Production Director, Senior Broadcast Technician, Broadcast Technician, Field Broadcast Technician, Senior Broadcast Engineer, Broadcast Engineer, and Audio Visual Technician (the Employees or if in the singular, Employee). Excluded are all employees in the positions of Administrative Manager, LAN Administrator, Office Manager, Assistant LAN Manager and Staff Assistant and all employees described in 5 USC 7112(b)(1), (2), (3), (4), (5), (6) and (7), as incorporated by the Congressional Accountability Act of 1995, as amended (CAA).

Section 1.03 – Exclusive Recognition

- a. The SAA recognizes that the Union is the exclusive representative of all Employees in the bargaining unit described in section 1.02 above.
- b. The Union recognizes its responsibility as the exclusive representative to represent the interests of all Employees in the bargaining unit without discrimination and without regard to Union membership status, in accordance with 5 USC 7114(a)(1), as incorporated by the CAA.

ARTICLE 2 – MANAGEMENT RIGHTS

The Parties to the Agreement are bound by applicable law. As stated in 5 USC 7106, as incorporated by the CAA:

a. Nothing contained in this Agreement shall affect the authority of any SAA management official:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the SAA; and
2. In accordance with applicable laws:
 - i. To hire, assign, direct, layoff, and retain Employees; or to suspend, remove, reduce in grade or pay, or to take other disciplinary action against such Employees;
 - ii. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the SAA's operations will be conducted;
 - iii. With respect to filling positions, to make selection for appointment or promotion; and
 - iv. To take whatever actions may be necessary to carry out the mission of the SAA during emergencies.

b. Nothing in this Article shall preclude the Parties from negotiating:

1. At the election of the SAA, on 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 SAA management officials will observe in exercising any authority under this section;
3. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3 – BARGAINING UNIT EMPLOYEE RIGHTS

In accordance with 5 USC 7102, as incorporated by the CAA, each bargaining unit Employee will have the right to form, join, or assist the Union or to refrain from any such activity freely and without fear of penalty or reprisal. Each Employee will be protected in the exercise of such right.

ARTICLE 4 – GOVERNING AUTHORITIES

Section 4.01 – Outside Authorities and SAA Directives and Policies

The Parties and Employees are subject to:

- a. All existing and future applicable laws;
- b. All Senate rules, resolutions, and policies in existence on the effective date of this Agreement; and
- c. All future Senate rules, resolutions, and policies.

The Parties and Employees are subject to SAA published directives and policies in existence at the time of this Agreement but which are not incorporated into the Agreement and which are not in conflict with any provisions of this Agreement.

Section 4.02 – Effect of Outside Authorities

- ~~a. If, during the term of this Agreement, any law or regulation, decision, directive, rule, resolution or policy of any court of jurisdiction or appropriate Congressional authority to which the SAA is subject invalidates or otherwise requires amendment of any provision of the Agreement, the SAA or the Union will notify the other Party, in writing, of the particular issuance and the need for renegotiation of the conflicting Agreement provision. The remaining provisions of the Agreement will remain in effect for the term of the Agreement.~~
- b. Neither Party will be permitted to propose changes unrelated to a change that has been specifically required by law or other authoritative issuance involved without the consent of the other Party.

ARTICLE 5 – OFFICIAL TIME

Section 5.01 - Definition

“Official time” is considered to be duty time granted to an Employee by the SAA for one of the purposes authorized by 5 USC 7131, as incorporated by the CAA, (see Appendix A) without charge to leave or loss of pay when the Employee otherwise would be in a duty status.

Section 5.02 - Union Representative

In order to facilitate and encourage the amicable settlement of disputes, the SAA 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 USC 7131, as incorporated by the CAA. NABET-CWA agrees to provide the name of the Employee designated to serve as the Union representative.

Section 5.03 - Use of Official Time

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 SAA representative and the Union representative.

Section 5.04 – Investigatory Interviews

Prior to 5 USC 7114(a)(2)(B) investigatory interviews, the Employee’s supervisor will grant an Employee a reasonable amount of official time to confer with a Union representative.

Section 5.05 - Official Union Business

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

ARTICLE 7 – FACILITIES AND SERVICES

Section 7.01

The SAA shall make available bulletin boards to post Union notices, within the applicable limitations of the SAA's "no solicitation" policy. It is understood that official Union notices are deemed official business. Such notices shall be posted and, except as set forth in section 7.02 below, removed by Union representatives only.

Section 7.02

The Union agrees that information posted on bulletin boards by the Union will not contain items relating to partisan political matters or propaganda or attacks upon individuals, nor malign the character of any Senate employee. The SAA will request the Union to remove any such material. If the Union refuses, the SAA may remove the material and the Union may grieve the removal.

Section 7.03

If an Employee who uses the public transportation subsidy for travel to and from work is scheduled to work a shift that might end after public transportation has stopped operation, the Manager of the Senate Recording Studio may request the Senate Parking Office to issue a temporary parking permit to the Employee for that day. The Parties acknowledge that:

- a. Once the temporary permit has been authorized, the Employee can obtain it by going to the Senate Parking Office in SD-G84 or by using the drive-up service in the Russell garage.
- b. This is a limited benefit applicable only on those rare occasions when the Senate is expected to be in session for extended hours.
- c. Employees are limited to twelve (12) temporary permits in a year. If this situation is expected to occur more than twelve (12) times in a year for an Employee, authorization from the Rules Committee will be required.

Section 7.04

In the event that inclement weather causes an Employee to stay in a hotel overnight in order to be at work the next day, the Manager of the Recording Studio may ask the Sergeant at Arms to endorse a request to the Senate Rules Committee for a waiver to the Senate Travel Regulations to reimburse the Employee for the cost of the hotel room.

Section 7.05

Schedule changes sent while the Employee is off-duty are not considered received until acknowledged.

ARTICLE 8 - GRIEVANCES

Section 8.01 - Purpose and General Provisions

- a. Recognizing the importance of settling grievances promptly and fairly, the Parties hereby establish this grievance procedure. The Parties shall make every effort to resolve grievances quickly, fairly, and at the lowest possible decision-making level.
- b. The purpose of this Article is to provide procedures for the fair, expeditious, and orderly adjustment of grievances that are covered by this Agreement. Consistent with 5 USC 7121(a)(1), as incorporated by the CAA, this procedure will be the exclusive procedure available to the Parties and the Employees. Any Employee, group of Employees, or either Party may file a grievance under this procedure.

Section 8.02 - Definition

The term "grievance" means 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;
or
- c. An Employee, the Union, or the SAA concerning the interpretation or a claim of breach of this Agreement.

Section 8.03 – Exclusions

The grievance and arbitration procedures referred to in this Agreement exclude the following matters:

- a. Actions taken against an Employee for prohibited political activities;
- b. Retirement, life and health insurance matters, thrift savings plan (TSP), basic rate of pay, or any pay or benefit prescribed by an applicable order, directive, policy, law or regulation;

- c. Any examination, certification, or appointment;
- d. The classification of any position;
- e. The separation of an Employee during his or her probationary period;
- f. Any form of written counseling;
- g. Any matter arising solely from acts occurring before the effective date of this Agreement;
- h. Policies, decisions, or directives of Congressional authorities and entities, not including the SAA, provided that the impact and implementation of those policies would be negotiable to the extent required by law;
- i. Alleged violations of rights and protections afforded by the CAA;
- j. Matters that are outside the control of the SAA;
- k. Decisions and directives involving matters of national security and critical incident management;
- l. The filling of positions outside the bargaining unit;
- m. The establishment and revision of wages and salaries;
- n. Non-selection for promotion, transfer or reassignment;
- o. Awards and merit increases; and
- p. The contents of performance appraisals and the establishment of performance objectives.

Section 8.04 - Right to Union Representation

- a. An Employee is entitled to assistance and representation by the Union in the processing of a grievance under this Agreement. Any Employee may present a grievance on his or her own behalf without the assistance of the Union, as long as the Union is given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the Employee's representative in the processing of a grievance under this Agreement, unless approved by the Union.

- b. When an Employee is represented by the Union, all written correspondence from the SAA related to the grievance will be addressed to the designated Union representative and a copy will be provided to the Employee.

Section 8.05 – Grievance Procedure

- a. A grievance must be reasonably specific as to:
 - 1. Which provision of the Agreement was violated;
 - 2. How the provision was violated;
 - 3. When and by whom the provision was violated; and
 - 4. What remedy is proposed.
- b. The Parties agree to handle grievances in an expeditious manner consistent with the time limits set forth in this Agreement. The time limits set forth below for each step of the grievance procedure, including invocation of arbitration, may be extended by the mutual written consent of both the SAA and the Union. The failure of the SAA at any step to respond to the grievance within the time limits prescribed shall permit the Union to proceed to the next step of the grievance procedure. The appropriate management official's provision of a written response to the grievance or passage of the time to provide such a response, whichever is earlier, shall constitute the conclusion of each step of the grievance procedure. The failure of the Employee or the Union to abide by any of the procedures and time limitations set forth below, unless consented to in writing by the SAA Director of Human Resources, shall be deemed a withdrawal of the grievance and shall bar further action on the grievance.
- c. Step 1: Immediate Supervisor
 - a. Employees have the right to present grievances on their own behalf with or without a Union representative. However, a Union representative shall be present and participate in any meeting to resolve a grievance whose resolution alters the terms of this Agreement.
 - b. Within ten (10) working days after the Employee or Union knew or had reason to know of the matter from which the grievance arises, the Employee and/or Union shall present the grievance in writing to the Employee's immediate supervisor in an attempt to resolve the matter. The immediate supervisor shall provide a written response to the grievance within ten (10) working days of receipt of the grievance.

4. Step 2 – Department Director

If the grievance is not resolved at Step 1, the Employee or Union may, within ten (10) working days after the conclusion of Step 1, present the grievance in writing to the Employee's department director. The department director, or designee, may meet with the Employee and/or Union representative and investigate the issue that gave rise to the grievance. The department director, or designee, shall provide the Employee and/or Union representative with a written response within ten (10) working days after receipt of the grievance at Step 2.

5. Step 3 – Director of Human Resources

If the grievance is not resolved at Step 2, the Employee and/or Union may, within ten (10) working days after the conclusion of Step 2, submit the written grievance to the SAA Director of Human Resources. The Director of Human Resources, or designee, will investigate the facts and provide the Employee with a written response within ten (10) working days after receipt of the Step 3 grievance.

6. Step 4 – Sergeant at Arms

If the grievance is not resolved at Step 3, the Employee and/or Union may, within ten (10) working days of receipt of the Step 3 decision, submit the grievance in writing to the Sergeant at Arms. The Sergeant at Arms, or designee, shall have access to all information from the preceding steps, may meet with the Employee and/or Union representative and other relevant individuals, and will provide a written decision on the grievance within fifteen (15) working days.

7. Arbitration

If the grievance is not resolved at Step 4, the Union may invoke arbitration pursuant to the procedures set forth in Article 9 below.

Section 8.06 – Grievances Filed by the Union

1. Grievances filed by the Union on behalf of any group of Employees will be initiated at Step 1 above with one of the Employees' immediate supervisors who was involved in the matter in dispute. All grievances filed under this section must follow the requirements in section 8.05 above.
2. Grievances filed by the Union concerning institutional rights will be filed with the Director of Human Resources. All grievances filed under this section will be submitted in writing within ten (10) working days of the event giving rise to the grievance. Any meeting with the Director of Human Resources or designee will be held within ten (10) working days of receipt to discuss the grievance. A

written decision on the grievance will be submitted within ten (10) working days after the meeting. If the grievance is not resolved to the satisfaction of the Union, the Union may invoke the arbitration process described in Article 9 below.

Section 8.07 – Grievances Filed by the SAA

Grievances filed by the SAA on its own behalf will be submitted in writing to the Union's designated Sector Representative or designee within ten (10) working days of the event giving rise to the grievance. The Union Sector Representative, or designee, and the Director of Human Resources, or designee, will meet within ten (10) working days to discuss the grievance. The Sector Representative, or designee, will issue a written decision within ten (10) working days of the meeting. The decision will specify that it is the final decision on the grievance. If the grievance is not resolved to the satisfaction of the SAA, the SAA may invoke arbitration pursuant to the procedures set forth in Article 9 below.

ARTICLE 9 – ARBITRATION PROCEDURES

Section 9.01 – Filing

Consistent with 5 USC 7121(b)(1)(C)(iii), as incorporated by the CAA, and this Agreement, the Union or the SAA may, within thirty (30) calendar days after the conclusion of the final step in the grievance procedure, notify the other Party that it will submit the matter to arbitration. Within ten (10) working days after the notification, the Parties will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS).

Section 9.02 – Selection

Once the list of arbitrators has been received from the FMCS, the Parties will meet within fourteen (14) calendar days to select an arbitrator. If the Parties cannot agree upon an arbitrator, they will strike one (1) name from the list alternately until only one name remains. The person whose name remains will be selected as the arbitrator. The Party striking the first name from the list in each case will be chosen by a coin toss or other agreed on procedure.

Section 9.03 – Official Time/Witnesses

The grievance will be heard by the arbitrator as promptly as practicable on a date and at a site mutually agreeable to the Parties. The Employee and/or one Union advocate, if an SAA employee, will be given a reasonable amount of official time to present the grievance when otherwise in a duty status. SAA employees with personal knowledge of the facts at issue who are called as witnesses will be on official time when otherwise in a duty status. Subject to mission and operational needs, the SAA agrees to adjust the work schedules of witnesses to allow them to appear. Each Party will bear the expense of its own witnesses who are not employed by the SAA or who are not located at the duty station where the grievance arose.

Section 9.04 – Hearing Procedures

- a. The arbitrator will have the following authority:
 1. Administer oaths and affirmations;
 2. Question witnesses, rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue;

3. Limit lines of questioning or testimony that are immaterial, irrelevant, unduly repetitious or customarily privileged;
 4. Regulate the course of the hearing, including ruling on motions when appropriate;
 5. Draw an appropriate inference if a Party fails to present facts or witnesses that the arbitrator deems necessary;
 6. Hold conferences for the simplification of the issues by consent of the Parties;
 7. Dispose of procedural requests, motions or similar matters;
 8. At any time during the hearing, request the Parties to state their respective positions about any issue in the case or theory in support thereof;
 9. Continue the hearing from day to day or adjourn it to a later date by appropriate notice;
 10. Take official notice of any material fact not appearing in evidence in the record that is among the traditional matters of judicial notice;
 11. Sequester or exclude witnesses where appropriate; and
 12. Set a briefing schedule, as needed.
- b. The arbitrator will confine himself or herself to the issue submitted for arbitration and will have no authority to determine any other issue,
 - c. The arbitrator has the authority to make all grievability and/or arbitrability determinations. The arbitrator will make decisions on arbitrability before addressing the merits of the grievance. The arbitrator's decision on such issue will be communicated to the Parties in writing at least ten (10) calendar days before the scheduled hearing.
 - d. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.
 - e. When no material issues of fact exist, the Parties may agree to forego a formal hearing and present the grievance directly to the arbitrator for a written decision based on the stipulations and written submissions. The arbitrator will be authorized by the Parties to make findings of fact and conclusions of law and issue an award based on those submissions.

- f. At least fourteen (14) calendar days before a scheduled hearing, the Parties will exchange copies of exhibits they intend to present and lists of prospective witnesses whom they intend to call to testify. If a Party subsequently decides to present additional exhibits and/or witnesses, that information will be communicated immediately to the other Party. In such cases, the Parties will jointly contact the arbitrator to determine if a postponement is necessary. Any cancellation/adjournment fee incurred as a result of any postponement granted in these circumstances will be borne by the Parties equally.

Section 9.05 – Expenses & Costs

- a. Except as otherwise provided in this Agreement, the arbitrator's fees and necessary expenses for arbitration will be paid by the Parties equally. Notwithstanding the foregoing, counsel fees of the Parties and expenses and costs of preparation of evidence by the Parties shall be borne solely by the Party incurring such costs or expenses. In order to control expenses, the Parties will use the services of arbitrators in the Washington, DC commuting area.
- b. If, before the arbitration hearing or decision, the Parties resolve the grievance, any cancellation fee will be borne by the Parties equally. If a Party requests arbitration and later withdraws that request for any reason other than resolution, that Party will pay the full cost of any cancellation fee. If a Party requests adjournment, that Party will pay any cost associated with the adjournment.
- c. Costs of transcripts, if mutually agreed, shall be shared equally.

Section 9.06 – Award

- a. The Parties will ask the arbitrator to issue his/her written award within thirty (30) calendar days after the close of the hearing or the filing of post hearing briefs, if submitted.
- b. The award will make findings of fact and conclusions of law setting forth the basis for the decision.
- c. Any remedy requested under this Article should be one that would appear to most directly effectuate the intent and purposes of the provisions of this Agreement and shall not include any demand for additional disciplinary/adverse action.

Section 9.07 – Exceptions to the Arbitrator’s Award

The arbitrator’s award shall be final and binding, except that:

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

ARTICLE 10 – DISCIPLINARY ACTIONS

Section 10.01 - Scope

- a. All disciplinary actions of bargaining unit Employees are subject to the procedures in this Article.
- b. The SAA reserves the right to apply appropriate discipline. In most circumstances, the process for discipline will be progressive. However, some types of conduct or levels of performance may require more serious discipline, up to and including termination of employment, on the first offense.
- c. For purposes of this Article, disciplinary actions include written reprimand, suspension without pay, disciplinary probation, demotion, and termination of employment.

Section 10.02 – Standard

The SAA has the right to discipline under 5 USC 7106(a)(2)(A), as incorporated by the CAA.

Section 10.03 – Penalty

In determining an appropriate penalty for any disciplinary action, the SAA will consider the totality of relevant facts and circumstances.

Section 10.04 – Disciplinary Action Grievances

Disciplinary actions taken within the scope of this Article are subject to the provisions of the grievance procedure in Article 8 of this Agreement.

Section 10.05 – Representation

Upon request, an Employee may be represented by the Union in any disciplinary action in accordance with the provisions of this Agreement.

ARTICLE 11 – HOURS OF WORK AND BASIC WORKWEEK

Section 11.01 – Standard Schedule

a. Broadcast Engineers

The Broadcast Engineers are classified as regular non-exempt employees. The workday for broadcast engineers in the bargaining unit normally will be eight and one-half (8.5) consecutive hours to include an unpaid thirty (30) minute meal period, Monday-Friday.

b. Other Employees

Other bargaining unit Employees will be classified as regular non-exempt employees or as fluctuating schedule employees. The workday for Employees classified as regular non-exempt will be the same as specified for Broadcast Engineers (see section 11.01.a above). The work hours of Employees classified as fluctuating schedule employees may fluctuate from week to week, but their salary compensates them for all straight-time in a week, regardless of the number of hours worked.

Section 11.02 – Meal Breaks and Rest Periods

- a. All full-time Employees are required to take a meal break. A thirty (30) minute meal break is the general rule, unless the Recording Studio Manager approves a longer meal break. The meal break is unpaid and is not included in the Employee's hours of work. Unless the Employee and the supervisor agree to a different time, a meal period, which is an uninterrupted period when no work-related duties are performed by the Employee, will begin not earlier than the start of the third hour of the shift and will conclude no later than the fifth hour of the shift. If the duty-free meal period is not taken, the unpaid thirty (30) minutes will be changed to paid time.
- b. To the extent feasible, an Employee will be granted a second unpaid meal period of no less than thirty (30) minutes to be scheduled no later than the start of the twelfth (12th) hour if the Employee must remain on duty longer than ten (10) hours of actual work. Additional unpaid meal periods of thirty (30) minutes shall be granted for every four (4) hours of work beyond the time set for the second meal period. If the duty-free meal period is not taken, the unpaid thirty (30) minutes will be changed to paid time.

- c. While traveling on SAA business outside the Washington, DC Metropolitan Area, the meal period will be provided and meal receipt will be reimbursed in accordance with the Senate's Travel Regulations. If the meal period cannot be taken, the thirty (30) minute unpaid meal period will be changed to paid time.

Section 11.03 – Overtime

a. Hours of Work

1. For overtime eligibility purposes, annual leave, compensatory time, and holidays count as hours worked; no other types of leave count as hours worked when calculating overtime. Overtime work is rounded off to the nearest quarter hour. The SAA workweek is Monday-Sunday.
2. To the extent possible, employees shall be notified at least two (2) weeks in advance of changes in their shifts or weekly assignments.
3. In the rare event of lateness due to traffic or transit emergency beyond the Employee's control, the late arrival will not negatively affect the Employee's performance evaluation.
4. For Employees assigned to work on a weekend day, holiday, or other day that SAA offices are closed, the minimum schedule shall be four (4) hours regardless of the number of hours worked.

b. Regular Non-Exempt Employees

1. Regular non-exempt Employees shall be paid overtime and granted compensatory leave for all hours worked in excess of forty (40) hours in a workweek.
2. The overtime rate shall be one and one-half (1.5) times the Employee's regular hourly rate of pay. Compensatory time shall be granted at a rate of thirty (30) minutes for each hour worked beyond forty (40) in a work week.
3. Overtime work must be pre-approved by the Recording Studio Manager or designee. Compensatory time cannot be granted in lieu of overtime pay.
4. Employees may volunteer for overtime assignments. The SAA will assign overtime work either from volunteers or by assigning mandatory overtime. To the extent possible, volunteers will be utilized, but skills needed and cost also will factor into decision making. The SAA will provide computer access so that NABET-CWA representatives can monitor how overtime is assigned.

5. An Employee shall not be released early nor brought in late from the posted schedule to limit the number of overtime hours to be worked or paid, unless mutually agreed by the Employee and the supervisor.

c. **Fluctuating Schedule Employees**

1. Fluctuating schedule Employees shall be paid an additional 50% of their regular hourly rate for that workweek (i.e., their weekly salary divided by the total number of hours worked in the workweek) for all hours worked in excess of forty (40) in the workweek.
2. Overtime work must be pre-approved by the Recording Studio Manager or designee. Compensatory time cannot be granted in lieu of overtime pay.
3. Employees may volunteer for overtime assignments. The SAA will assign overtime work either from volunteers or by assigning mandatory overtime. To the extent possible, volunteers will be utilized, but skills needed and cost also will factor into decision making. The SAA will provide computer access so that NABET-CWA representatives can monitor how overtime is assigned.
4. An Employee shall not be released early nor brought in late from the posted schedule to limit the number of overtime hours to be worked or paid, unless mutually agreed by the Employee and the supervisor.

Section 11.04 – Compensatory Time

a. **All Employees**

1. If an Employee's unpaid meal period is interrupted by work, the Employee shall be granted compensatory time of sixty (60) minutes. An Employee will not be granted sixty (60) minutes of compensatory time if the Employee does not take the meal period by his or her choice.
2. If an Employee is required to work a schedule that results in there being fewer than twelve (12) hours between the end of one shift and the start of the next, the Employee shall be granted thirty (30) minutes of compensatory time for each thirty (30) minutes or portion thereof that the break between shifts is less than twelve (12) hours.
3. Unless an Employee's regular work schedule encompasses hours between midnight and 8:00 a.m., if an Employee is required to work between midnight and 8:00 a.m., the Employee shall be granted thirty (30) minutes of compensatory time for each hour or portion thereof worked between those hours.

b. Fluctuating Schedule Employees

1. Fluctuating schedule Employees who are required to work more than eight (8) hours in a workday shall be granted compensatory leave at the rate of one and one-half (1.5) hours for all hours (rounded off to the nearest quarter hour) worked in excess of eight (8) hours.
2. Fluctuating schedule Employees who are required to work on a weekend or holiday shall be granted hour-for-hour compensatory time for all hours (rounded off to the nearest quarter hour) worked on a weekend or holiday.

Section 11.05 – Selection of Regular Non-Exempt or Fluctuating Schedule Classification

- a. The Recording Studio Manager shall distribute to Employees covered under section 11.01.b above the Employee Non-Exempt Classification Form. Within 10 working days of receipt of the form, the Employee shall indicate whether the classification will be “Regular Non-Exempt” or “Fluctuating Schedule” by checking the appropriate box, signing and dating the form, and returning the form to the Recording Studio Manager or designee for signature.
- b. Once made, the Employee’s classification selection shall remain in effect through the end of the calendar year.
- c. Employees covered under section 11.01.b shall be provided the option of changing their classification by completing a new Employee Non-Exempt Classification Form in the December prior to the start of the next calendar year.

Section 11.06 – Lapse in Funding

In the event of a lapse in federal funding for SAA operations, the Parties will meet and discuss the process for identifying those Employees who will be excepted from furlough and those Employees who will be furloughed as a result of the lapse in funding.

ARTICLE 12 – HOLIDAYS

Section 12.01.

Unless otherwise announced, the SAA observes the following paid holidays each year:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

The Union will be provided advance notice of any changes in holidays.

Section 12.02

Employees may be required to work on a designated holiday if the Senate is in session. In such cases, Employees will be notified in advance if possible. Employees will be paid overtime for the hours worked on a holiday. As provided in section 11.03.a.4. above, the minimum workday shall be four (4) hours.

ARTICLE 13 – SAFETY

Section 13.01

It is the policy of the SAA to provide a safe and healthful workplace for all Employees and to be in full compliance with all standards set by the Occupational Safety and Health Act (OSHA), as incorporated by the CAA.

Section 13.02

Employees are expected and encouraged to advise their supervisor or the Recording Studio Manager about workplace safety and health problems. No Employee will be subject to discrimination or reprisal for reporting any unsafe or unhealthful working condition or for otherwise participating in the SAA's safety activities.

Section 13.03

An Employee has the right to decline to perform an assigned task because of a reasonable belief that, under the circumstances, the task poses an imminent safety risk (i.e., there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures).

Section 13.04

The SAA reserves the right to inspect offices and work stations at any time to ensure workplace safety.

ARTICLE 14 – EQUAL EMPLOYMENT OPPORTUNITY

The SAA is an equal employment opportunity employer in accordance with the requirements of Senate rules and applicable federal laws. It is the policy of the SAA that all employment actions will be administered without regard to an Employee's race, color, national origin, religion, disability, **genetic information**, age, gender, sexual orientation or uniformed service.

ARTICLE 15 – PERSONNEL RECORDS

Section 15.01

The SAA will keep personnel-related information confidential to the extent required by law. Each Employee's personnel file will be maintained in the Human Resources Department. Any current Employee may review his or her personnel file and may request a copy of specific information contained in the file by contacting the Human Resources Department. Upon written authorization of the Employee, an Employee's designated representative shall be provided an opportunity to review the Employee's personnel file and to obtain copies of the documents therein.

Section 15.02

Employees are responsible for informing the Human Resources Department and the Senate Disbursing Office of any changes in their names, addresses, home telephone numbers or emergency contacts. Additionally, Employees are responsible for notifying the Employee Benefits Section of the Disbursing Office of any changes in marital status, the number of dependents, beneficiary changes or other matter pertaining to Senate benefits.

ARTICLE 16 - PROBATIONARY PERIODS

Upon appointment, promotion, demotion or transfer to another position, each Employee will serve a six-month probationary period. With the approval of the Human Resources Director, a probationary period may be extended for an additional three (3) months.

ARTICLE 17 – PERFORMANCE APPRAISAL

The SAA may establish performance-based reviews for individual Employees.

Section 17.01 – During Probation

Supervisors will review the performance of a probationary Employee at the mid-point of the probationary period and at the conclusion of the probationary period.

Section 17.02 – Annual Performance Evaluations

- a. Employees will be scheduled for a performance review each year normally in the same month that they receive their end-of-probation evaluation. Supervisors may conduct additional evaluations (progress discussions) to address an Employee's performance or departmental needs. Evaluations are conducted to ensure that the Employee has a thorough understanding of his or her duties and responsibilities, to identify the Employee's strengths, to target areas for improvement and training, and to provide the Employee with an opportunity to address individual concerns with the supervisor.
- b. Except as provided by law, evaluations for Employees who have been absent from the job for more than one month may be delayed for a period of time equal to the length of the absence.

Section 17.03 – Merit Increases

- a. A salary review will be conducted at the conclusion of the probationary period and, thereafter, at the time of the Employee's annual performance review.
- b. Employees who consistently exceed performance expectations are eligible for merit pay increases in conjunction with their performance reviews. Merit increases may not be granted if precluded by budget constraints, pay band limits or Senate action.

ARTICLE 18 - MISCELLANEOUS

Section 18.01 – New Employee Orientation

All new bargaining unit Employees shall be given a copy of this Agreement on their first day of employment, shall be informed of the Union's exclusive recognition, shall be informed of their right to join or not join the Union, shall be introduced to a representative of the Union, and shall be informed of the Union's duty under law to represent bargaining unit Employees.

Section 18.02 – Notices

For purposes of this Agreement, 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:

If to the Union:	President NABET-CWA Local 31 4483-B Forbes Boulevard Lanham, MD 20706
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If to the Employing Office:	Director of Human Resources U.S. Senate Sergeant at Arms Hart Senate Office Building SH-142 Washington, DC 20510
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Section 18.03 – Signatures

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

For the Union:	NABET-CWA Sector President, and President, NABET-CWA, Local 31
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For the Employing Office:	Director of Human Resources, and Manager of the Senate Recording Studio
---------------------------	--

Section 18.04 – Non-Waiver

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

Section 18.05 – Headings

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

ARTICLE 19 – POSITION DESCRIPTIONS

Section 19.01 – Position Descriptions

Position descriptions, containing the principal duties, responsibilities, qualifications requirements and supervisory relationships for the purpose of classification, will be provided to each Employee on the day that the Employee assumes that position.

Section 19.02 – Position Titles

Position titles are assigned at the time that positions are classified. For informational purposes only, the position titles of bargaining unit positions in effect at the time that this Agreement takes effect are:

- Audio Visual Technician
- Broadcast Engineer
- Broadcast Technician
- Broadcast Production Director
- Field Broadcast Technician
- Senior Broadcast Engineer
- Senior Broadcast Technician

Section 19.03

The Senate Recording Studio shall maintain on file a list of Employees qualified to operate and maintain the mobile broadcast truck and the briefing center. **Engineers on the list who are required to drive the truck must obtain and maintain a Secret clearance.**

ARTICLE 20 – REORGANIZATION

Section 20.01 – Definition

A reorganization for purposes of this Article refers to a recommendation by the SAA which results in the abolition of one or more permanent positions.

Section 20.02

Nothing in this Article shall pertain to:

- a. Termination of a temporary position; or
- b. Separation or demotion unrelated to a reorganization.

Section 20.03

Consistent with management's right to discipline, the SAA shall not recommend a reorganization as a disciplinary action.

Section 20.04

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

Section 20.05

- a. In conducting a reorganization that results in the elimination of positions, the SAA shall act in accordance with the Veterans Employment Opportunity Act of 1998 (VEOA) by providing veterans' preference eligible Employees a retention preference over other Employees in the same competitive area and position classification. The SAA shall treat veterans' preference as the controlling factor in retention decisions among Employees in the same position classification, regardless of length of service with SAA or performance, provided the veterans' preference eligible Employee's performance is successful. A disabled veteran who has a compensable service-connected disability of 30% or more and whose performance is successful shall be retained before other veterans' preference eligible Employees.

- b. Once the rights of veterans' preference eligible Employees have been satisfied or if no Employees self-identify as veterans' preference eligible under the VEOA, the SAA shall, to the extent feasible and consistent with management rights, ensure that Employees within the same position classification in the bargaining unit are not separated from employment unless Employees with less continuous, unbroken service with the SAA are first separated from employment. However, the SAA may consider performance as defined in Article 17 of this Agreement as a basis to deviate from this general rule.
- c. The SAA shall survey all Employees regarding their eligibility for veterans' preference under the VEOA. After receipt of the Employees' responses, the SAA will generate a seniority list which shall be shared with the Union.

Section 20.06

The SAA shall establish and maintain for three (3) years a reemployment list for Employees separated as a result of a reorganization.

Section 20.07

- a. To the extent practicable, the SAA shall assist Employees adversely affected by a reorganization in seeking other employment opportunities.
- b. When Employees are displaced as a result of a decision to contract out the work that they perform, the SAA 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 20.08

The SAA agrees to apply all provisions of this Article fairly and equitably.

Section 20.09

Before a reorganization 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 21 – DURATION AND RENEWAL

Section 21.01 – Duration

This Agreement supersedes any and all prior Agreement between SAA and NABET-CWA regarding the Employees and will remain in effect for four (4) years from the effective date.

Section 21.02 – Renewal

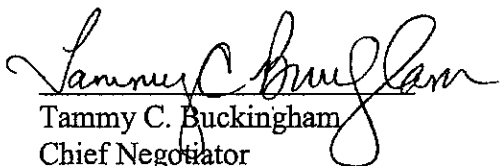
- a. The SAA or the Union may request renegotiation of the Agreement by notifying the other Party in writing of an intent to renegotiate and presenting written proposals not less than sixty (60) calendar days but not more than one hundred and five (105) calendar days prior to the expiration date of the four-year duration period of the Agreement.
- b. If the Parties renegotiate the Agreement pursuant to a timely request and the renegotiation, ratification and approval process is not completed successfully by the expiration date of this Agreement, the terms of this Agreement will remain in effect to the extent consistent with legal requirements and the necessary functioning of the SAA.

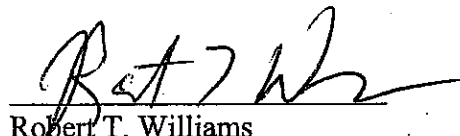
SIGNATURE PAGE

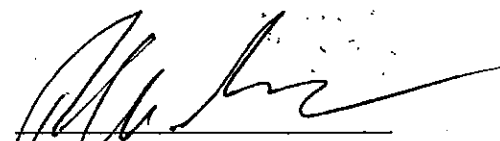
The undersigned hereby affix their signatures to this Agreement on the 27th day of January 2020 as setting forth their full and complete understanding that this is an accurate statement of the negotiated language agreed to by the respective bargaining teams during their negotiation of this Agreement:

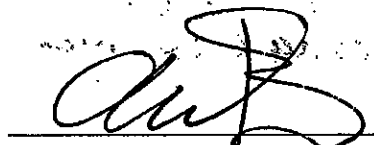
For The U.S Senate Sergeant at Arms:

For NABET-CWA, Local 31:


Tammy C. Buckingham
Chief Negotiator
Director of Human Resources

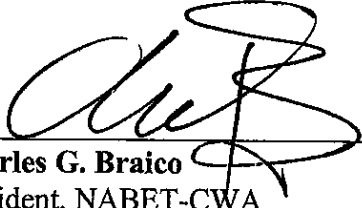

Robert T. Williams
Chief Negotiator
President, NABET-CWA Local 31


Robert W. Swanner
Manager, Senate Recording Studio


Charles G. Braico
President, NABET-CWA

CERTIFICATION OF RATIFICATION

I hereby certify that the membership of NABET-CWA Local 31 has ratified and thereby approved the provisions of the Agreement set forth above.



Charles G. Braico
President, NABET-CWA

January 27, 2020
Date

SAA APPROVAL



Michael C. Stenger
Sergeant at Arms

1/27/20
Date

APPENDIX A

CITED SECTIONS OF 5 USC CHAPTER 71, LABOR-MANAGEMENT RELATIONS

5 USC, Section 7102 – EMPLOYEES' RIGHTS

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right –

- 1) To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and
- 2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

5 USC, Section 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 to take other disciplinary action against such employees;
 - B. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which 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; and
 - ii. Any other appropriate source; and

- D. To take whatever action 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.

5 USC, Section 7112 – DETERMINATION OF APPROPRIATE UNITS FOR LABOR ORGANIZATION REPRESENTATION

- b) A unit shall not be determined to be appropriate under this section solely on the basis of the extent to which employees in the proposed unit have organized, nor shall a unit be determined to be appropriate if it includes –
- 1) Except as provided under section 7135(a)(2) of this title, any management official or supervisor;
 - 2) A confidential employee;
 - 3) An employee engaged in personnel work in other than a purely clerical capacity;
 - 4) An employee engaged in administering the provisions of this chapter;
 - 5) Both professional employees and other employees, unless a majority of the professional employees vote for inclusion in the unit;
 - 6) Any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
 - 7) Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions

are undertaken to ensure that the duties are discharged honestly and with integrity.

5 USC, Section 7114 – REPRESENTATION RIGHTS AND DUTIES, subsection (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 –

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.

5 USC, Section 7115 – ALLOTMENTS TO REPRESENTATIVES

- a) If an agency has received from an employee in an appropriate unit a written assignment which authorizes the agency to deduct from the pay of the employee amounts for the payment of regular and periodic dues of the exclusive representative of the unit, the agency shall honor the assignment and make an appropriate allotment pursuant to the assignment. Any such allotment shall be made at no cost to the exclusive representative or the employee. Except as provided under subsection (b) of this section, any such assignment may not be revoked for a period of 1 year.
- b) An allotment under subsection (a) of this section for the deduction of dues with respect to any employee shall terminate when –
 - 1) The agreement between the agency and the exclusive representative involved ceases to be applicable to the employee; or
 - 2) The employee is suspended or expelled from membership in the exclusive representative.

- c) 1) Subject to paragraph (2) of this subsection, if a petition has been filed with the Authority by a labor organization alleging that 10 percent of the employees in an appropriate unit in an agency have membership in the labor organization, the Authority shall investigate the petition to determine its validity. Upon certification by the Authority of the validity of the petition, the agency shall have a duty to negotiate with the labor organization solely concerning the deduction of the labor organization from the pay of the members of the labor organization who are employees in the unit and who make voluntary allotment for such purpose.
- 2) A) The provisions of paragraph (1) of this subsection shall not apply in the case of any appropriate unit for which there is an exclusive representative.
- B) Any agreement under paragraph (1) of this subsection between a labor organization and an agency with respect to an appropriate unit shall be null and void upon the certification of an exclusive representative of the unit.

5 USC, Section 7121 – GRIEVANCE PROCEDURES

- a) 1) Except as provided in paragraph (2) of this subsection, any collective bargaining agreement shall provide procedures for the settlement of grievances, including questions of arbitrability. Except as provided in subsections (d), (e), and (g) of this section, the procedures shall be the exclusive procedures for resolving grievances which fall within its coverage.
- 2) Any collective bargaining agreement may exclude any matter from the application of the grievance procedures which are provided for in the agreement.
- b) 1) Any negotiated grievance procedure referred to in subsection (a) of this section shall –

C) Include procedures that –

- iii. Provide that any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration which may be invoked by either the exclusive representative or the agency.

5 USC, Section 7122 – EXCEPTIONS TO ARBITRAL AWARDS

- a) Either party to arbitration under this chapter may file with the Authority an exception to any arbitrator's award pursuant to the arbitration (other than an

award relating to a matter described in section 7121 (f) of this title). If upon review the Authority finds that the award is deficient –

- 1) Because it is contrary to any law, rule or regulation; or
 - 2) On other grounds similar to those applied by Federal courts in private sector labor-management relations; the Authority may take such action and make such recommendations concerning the award as it considers necessary, consistent with applicable laws, rules, or regulations.
- b) If no exception to an arbitrator's award is filed under subsection (a) of this section during the 30-day period beginning on the date of such award, the award shall be final and binding. An agency shall take the actions required by an arbitrator's final award. The award may include the payment of backpay (as provided in section 5596 of this title).

5 USC, Section 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 purpose.
- 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 nonduty 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 in 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.

SAA EMPLOYEE NON-EXEMPT CLASSIFICATION FORM

Employee Name: _____

Employee's Position: _____

Employee's Work Unit: _____

Classification Chosen (check one):

Regular Non-Exempt _____

Fluctuating Schedule _____

Employee's Signature

Date

Supervisor's Signature

Date

**REQUEST FOR PAYROLL DEDUCTION
FOR LABOR ORGANIZATION DUES**

Employee Name:	Employee ID:
Home Address:	SAA Department:

SECTION A – For Use by Labor Organization

Name: National Association of Broadcast Employees and Technicians –
Communications Workers of America, AFL-CIO

SECTION B – Authorization by Employee

I hereby authorize the Senate Disbursing Office to deduct from my pay each pay period the amount of one-percent (1%) of my gross pay for periodic dues to NABET-CWA, and to remit such amounts to that labor organization in accordance with its arrangements with the Senate Disbursing Office. I further authorize any changes in amount to be deducted that is certified by the above named labor organization as a uniform change in its dues structure.

I understand that this authorization will become effective the pay period following its receipt in the Senate Disbursing Office. I further understand that the Cancellation of Payroll Dues Deductions form is available from the Senate Disbursing Office or the SAA Human Resources Office and that I may cancel this authorization by filing it or other written authorization with the Senate Disbursing Office. Such cancellation shall not be effective any earlier than the pay period which begins after I have been in a dues withholding status for one year.

Employees are advised that they may use any available internal Union procedures to limit their dues to activities germane to the Union's role as collective bargaining representative involving collective bargaining, contract administration and/or grievance adjustments.

Contributions or gifts (including dues) to the labor organization identified above are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of Employee:	Date:
FOR COMPLETION BY DISBURSING – The above named employee and labor organization meet the requirements for dues withholding. If YES, process the form. If NO, return this form to the labor organization.	YES: NO:

CANCELLATION OF PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES

This completed form is used to stop labor organization dues from being deducted from your pay and to notify NABET-CWA, AFL-CIO, Local Union No. 31 that the dues no longer will be deducted. Completing this form is voluntary, but it may not be processed if all requested information is not provided.

Name of Employee:	Employee ID:
SAA Department:	Position:
Labor Organization:	Cancellation Date:

I hereby cancel my authorization for the deduction of dues from my pay for the above labor organization. I understand that this cancellation will become effective the month after this request is received in the Senate Disbursing Office. (**NOTE:** An employee must have been in a dues withholding status for one year before the authorization may be cancelled.)

Employee Signature:	Date:
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