

Guide to Revised Articles in the New Collective Bargaining Agreement Ratified and In Effect: August 14, 2015.

On October 26th, 2015, Tony Reardon, President of NTEU National, and Vic McCree, NRC's EDO, signed the new Collective Bargaining Agreement which had become effective on August 14, 2015. The following articles were revised during the interest-based bargaining that occurred starting in May and ending in July 2015:

Article 2 – Employee Rights and Responsibilities – A “Mass Dignity” article at 2.2, NRC Values, was added that states that both NTEU and NRC are committed to the NRC Values. This allows NTEU to file grievance when a manager is bullying a bargaining unit employee without first demonstrating a nexus between the bullying behavior and the employee belonging to a protected class as defined in EEO law. This also allows the union to file a grievance even if the employee does not request it.

Article 6 – Hours of work – Article 6.10, Credit Hours, was revised to allow employees to work regular and credit hours on Saturdays.

Article 7 - Telework – This allows employees to request up to 5 days/week on telework. Clear request criteria has been added that also provides that when requested, a supervisor must explain why telework has been denied within 10 days of the denial. Although this article distinguishes teleworkers from satellite works (an NRC employee whose office worksite is an NRC facility that is not the same as the employee's official worksite), this article does not exclude Satellite workers from teleworking. The changes in this article also addressed information in Article 8 which has been deleted. Article 7.14, Continuity of Operations in Weather or Emergency Conditions, clarifies that the NRC has now adopted the OPM position that “all employees with an approved telework agreement are expected to work their normal tour of duty by teleworking on those days when the government has unscheduled leave/unscheduled telework, delayed arrival, early dismissal, or Federal offices are closed.” In these cases, if an employee cannot perform their duties because, for example, they are providing day care to children home from a closed school, or there is no electricity, the employee must notify their supervisor as soon as possible.

Article 8 – Has been deleted.

Article 10 - Annual Leave – This article was revised to provide deadlines within which employees should expect to receive approval or denial of their leave requests.

Article 11 - Sick Leave – Several clarifying changes were made to this article. Article 11.5, Medical Documentation or Other Evidence, now points out that managers can accept self-certification for illness more than three days. The prior contract required a doctor's note.

Article 12 – Advanced Annual and Sick Leave – has been revised to clarify the process for requesting advanced annual or sick leave.

Article 15 - Family leave- – Family Leave has been revised to include updated information about leave entitlement under the Family Leave and Medical Leave Act (FMLA) for covered members of the Armed Forces. Article 15.3, Maternity Leave, notes that the agency will “ordinarily grants requests for up to 6 months of maternity leave which would typically include the employee’s 3 months of entitlement to maternity leave pursuant to FMLA.” This article stresses the importance of employee/supervisor discussions to arrive at mutually acceptable options to address maternity and paternity interests. Article 15.6 has now been retitled “Paternity or Same-Sex Spouse Leave” and addresses how that leave can be taken.

Article 20 - Reassignment – Employees requesting lateral assignment should now be better informed. The revised article requires managers to provide more notification of the process as it proceeds, and allows for management to brief the employee that is not selected.

Article 22 – Awards – the change ensures BU Awards are in line to non-BU, non-management awards. The link in the contract ensures that management can give no more that .8% more to non-BU, non-management, than what the BU gets. The new language in this article also ensures that Time-Off Awards are included.

Article 28 - Overtime Work – The revised contract clarifies the language in this article.

Article 35 – Moves and Work Space Changes – The revised contract clarifies some of the ambiguities that previously existed in this article.

Articles 44 - Disciplinary Actions - and Article 45 – Adverse Actions, were revised to stress that Counseling Memorandums are not progressive discipline. Because they are not progressive discipline, they cannot be treated as a “first offense.” Article 45.11, Alternative Discipline, is new to the contract and focuses on the fact that alternative, vs. traditional discipline, may be more a more effective way to address the misconduct.

Article 47 - Arbitration Procedures - This article was revised to address NTEU’s interest that the parties agree on documents that are sent to an arbitrator prior to arbitration, rather than the previous procedures wherein the agency unilaterally decided which documents to send.

Article 49 – Reduction in Force – NTEU bolstered language in the RIF article to ensure that employees are treated as fairly as possible if a RIF were to occur. The parties agreed to the language NTEU proposed in the first session which, in the event of even the possibility of a RIF, establishes a union-management committee composed of equal numbers of union and management representative to make recommendations to agency officials who have the authority to make RIF-related decisions. The revised article focuses on advance notice of a RIF and allows for NTEU to submit proposals for the bargaining unit over the impact and implementation of the RIF, to the extent permitted by law and consistent with Article 49. Article 49 sets out RIF procedures to minimize the adverse impact of any reduction in force. Article 49.4, RIF Procedures, also notes that the agency will not use the competitive service approach

known as “bump and retreat.” The NRC will follow the excepted service order of retention as set forth in 5 CFR § 351.502, taking into consideration length of tenure, veterans preference, length of service, and performance, etc.

Article 52 - Official Hours - allows for an additional FTE with the additional position to be designated by the Chapter President, as well as a revised approach for allocating time for various union-related functions. Before Collective Bargaining, the second FTE was provided for under a Memorandum of Understanding.

Article 53 – Union Access to NRC Facilities – This article provides for the use of the space and equipment that NTEU uses to assist BU employees at the NRC.