

## UNION RIGHTS

**SECTION 1. Recognition of Representatives:** The Agency agrees to recognize the officers and duly designated representatives of the Union. There shall be no restraint, interference, coercion, discrimination or reprisal against a Union representative because of the performance of his or her representational duties.

**SECTION 2. Spokesperson:** The Agency will recognize the Local President, or designee, who normally will be the spokesperson for the Union.

**SECTION 3. Negotiations:** As the exclusive representative of the employees in the unit, the Union is entitled to meet and confer with representatives of the Agency with respect to personnel policies and practices and matters affecting working conditions, and to act for and to negotiate in good faith agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit without discrimination and without regard to Union membership.

**SECTION 4. Formal Discussions:** The Union shall be given the opportunity to be represented at formal discussions between management officials and employees or employee representatives concerning grievances, personnel policies, or other matters affecting general working conditions of employees of the unit.

**SECTION 5. Good Working Relations:** The Union will encourage employees to:

- a. Conscientiously perform assigned duties.
- b. Comply with applicable standards of conduct, standing operating procedures, statutes, regulations, directives and provisions of this agreement.
- c. Cooperate and strive to maintain good working relations with their supervisors and fellow employees.

**SECTION 6. Union Training:** The Agency agrees to grant Union officers and stewards excused absence without charge of leave or loss of pay to attend Union-sponsored training under the following conditions:

- a. Workload permits the release of the employee(s) as determined by the appropriate management official.
- b. The training is of mutual concern and benefit to the Agency and the Union, and the Agency's interest will be served by the employee(s) participation.
- c. The Union gives written notice of the request to attend such training at least two (2) weeks in advance of the start of the training or as soon as possible upon learning of the training opportunity.

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- d. Written request for official time shall be submitted to the Labor Management-Employee Relations Division (LMER), Civilian Human Resources Center for a determination that the proposed training is of mutual concern and benefit to the Agency and the Union. After such determination, LMER will contact the appropriate supervisors for approval/disapproval of official time. If any portion of requested training is not approved, the Union will be provided the reasons in writing.

**SECTION 7. Written Listing:** The Union agrees to provide LMER a written listing of its officers and stewards and maintain it on a current basis. Likewise, LMER agrees to provide the Union with a written listing of their staff and their areas of responsibility on the same basis.

**SECTION 8. Jurisdiction:** It is agreed that the named officers of the Local may serve as representatives in all areas of the unit as the need arises.

**SECTION 9. Notice to New Employees:** The Agency agrees to provide the following to new bargaining unit employees within two weeks of their entrance on duty, or at their orientation:

- a. The phone number, building number, and office hours of the Union.
- b. Weingarten rights notice.

**SECTION 10. Designation of Representative:** Prior to representing employees in any proceeding, the Union shall provide to the appropriate management official or supervisor, with a copy to LMER, a written designation of representative from the employee, which shall include authorization to release information.