

INSTRUCTIONS FOR COMPLETING
STARC AZ Form 690-1 GRIEVANCE FORM

General. The grievant, and/or the union representative, should complete blocks 1 through 18. If there isn't enough room in any block, make a note in the block that there are additional pages attached. Ensure that any additional pages are titled appropriately. After completion, at least two copies of the grievance should be presented to the HRO POC designated by the employer to accept grievances (normally the Labor Relations Specialist).

Block 1. Today's date.

Block 2. Enter the grievant's first name, middle initial, and last name.

Block 3. Grievant's current job title, series, and grade (if known).

Block 4. Shop or office where grievant normally works.

Block 5. Grievant's normal work phone number and FAX number.

Block 6. Check the appropriate block as to whether or not grievant request union representation.

Block 7. If block 6 is checked "YES" (union representation is requested), enter the name of the representative requested (normally this will be the steward assigned to the grievant's work area). If "NO" is checked in block 6, leave this block blank.

Block 8. The phone and FAX numbers of the union representative named in the previous block.

Block 9. Enter the name of the grievant's immediate supervisor or the management official who is most familiar with the grievance.

Block 10. The phone and FAX numbers for the management official cited in block 9, if known.

Block 11. Enter the specific section, article, or part of the Law, Rule, Regulation or Labor/Management Agreement article (union contract) that was allegedly violated by the incident, event, or action detailed in block 12.

Block 12. State in detail the incident, event or action on which this grievance is based. Include names, dates, and locations as appropriate. If there are witnesses, name them and include their phone/FAX numbers if known. Attach copies of any documentation that is relevant (keep the originals).

Block 13. Enter what relief and/or corrective action the grievant feels will resolve the matter.

Block 14, 15, 16, 17 The grievant and union representative (if applicable) sign and date in the respective blocks.

Block 18. At each step of the grievance, two copies of the grievance will be presented to an employer designated POC in HRO (normally the Labor Relations Specialist). The designated POC will sign and date both copies acknowledging receipt. One copy will be retained by the designated POC for processing. One will be returned after signature to the grievant or the union representative.

Association of Civilian Technicians (ACT)
 Arizona Army Chapter 61
 Official Time Form

REPRESENTATIVE'S NAME: <small>(Type or print)</small>		ORGANIZATION / PHONE NO.													
DATE AND TIME OF BUSINESS:		DESTINATION:	ESTIMATED TIME:												
REPRESENTATIVE'S SIGNATURE:		DATE:	TIME:												
<input type="checkbox"/> APPROVED <input type="checkbox"/> DISAPPROVED (See comments below)															
COMMENTS:															
SUPERVISOR'S SIGNATURE:		DATE:	TIME:												
SECTION II. PURPOSE FOR WHICH OFFICIAL TIME WAS USED <small>(Indicate hours or fraction thereof used by category)</small>															
<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; vertical-align: top;"> HOURS USED </td> <td style="width: 70%; padding-left: 20px;"> <table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 100px;"></td> <td>BA: Term Negotiations</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>BB: Mid-Term Negotiations</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>BK: Dispute Resolution</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>BD: General Labor-Management Relations</td> </tr> </table> </td> </tr> <tr> <td style="padding-top: 10px;"> _____ ACTUAL TIME LEFT </td> <td style="padding-top: 10px;"> _____ ACTUAL TIME RETURN </td> </tr> </table>				HOURS USED	<table style="width: 100%; border: none;"> <tr> <td style="border-bottom: 1px solid black; width: 100px;"></td> <td>BA: Term Negotiations</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>BB: Mid-Term Negotiations</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>BK: Dispute Resolution</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td>BD: General Labor-Management Relations</td> </tr> </table>		BA: Term Negotiations		BB: Mid-Term Negotiations		BK: Dispute Resolution		BD: General Labor-Management Relations	_____ ACTUAL TIME LEFT	_____ ACTUAL TIME RETURN
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REPRESENTATIVE'S SIGNATURE:		DATE:	TIME:												
SUPERVISOR'S SIGNATURE:		DATE:	TIME:												
DISTRIBUTION WHEN COMPLETED: ORIGINAL TO SUPERVISOR FOR FILE COPY TO ACT CHAPTER #61 SECRETARY COPY TO ACT CHAPTER #61 PRESIDENT															

Duty Status Report

U.S. Department of Labor
Office of Workers' Compensation Programs



This form is provided for the purpose of obtaining a duty status report for the employee named below. This request does not constitute authorization for payment of medical expense by the Department of Labor; nor does it invalidate any previous authorization issued in this case. This request for information is authorized by law (5 USC 8101 et seq.) and is required to obtain or retain a benefit. Information collected will be handled and stored in compliance with the Freedom of Information Act, the Privacy Act of 1974 and the OMB Cir. A-108. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

OMB No 1240-0046
Expires 09-30-2011

OWCP File Number
(if known)

SIDE A - Supervisor: Complete this side and refer to physician

SIDE B - Physician: Complete this side

1 Employee's Name (Last, first, middle) _____

2 Date of Injury (Month, day, yr) _____ 3 Social Security No. _____

4 Occupation _____

5 Describe How the Injury Occurred and State Parts of the Body Affected _____

6 The Employee Works
Hours Per Day _____ Days Per Week _____

7 Specify the Usual Work Requirements of the Employee. Check Whether Employee Performs These Tasks or is Exposed Continuously or Intermittently, and Give Number of Hours

8. Does the History of Injury Given to You by the Employee Correspond to that Shown in Item 5? Yes No (if not, describe) _____

9 Description of Clinical Findings _____

10 Diagnosis Due to Injury _____ 11. Other Disabling Conditions _____

12 Employee Advised to Resume Work?
 Yes, Date Advised _____ No

13 Employee Able to Perform Regular Work Described on Side A?
 Yes, If so Full-Time or Part-Time _____ Hrs Per Day
 No, If not, complete below

Activity	Continuous		Intermittent	Continuous		Intermittent
	#lbs	#lbs		#lbs	#lbs	
a. Lifting/Carrying State Max Wt.	_____	_____	_____ Hrs Per Day	_____	_____	_____ Hrs Per Day
b. Sitting	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
c. Standing	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
d. Walking	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
e. Climbing	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
f. Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
g. Bending/Stooping	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
h. Twisting	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
i. Pulling/Pushing	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
j. Simple Grasping	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
k. Fine Manipulation (includes keyboarding)	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
l. Reaching above Shoulder	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
m. Driving a Vehicle (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
n. Operating Machinery (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
o. Temp. Extremes	<input type="checkbox"/>	<input type="checkbox"/>	_____ range in degrees F	<input type="checkbox"/>	<input type="checkbox"/>	_____ range in degrees F
p. High Humidity	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
q. Chemicals, Solvents, etc. (Identify)	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
r. Fumes/Dust (Identify)	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ Hrs Per Day
s. Noise (Give dBA)	<input type="checkbox"/>	<input type="checkbox"/>	_____ dBA Hrs Per Day	<input type="checkbox"/>	<input type="checkbox"/>	_____ dBA Hrs Per Day

t Other (Describe) _____

14. Are Interpersonal Relations Affected Because of a Neuropsychiatric Condition? (e.g. Ability to Give or Take Supervision, Meet Deadlines, etc.) Yes No (Describe) _____

15 Date of Examination _____ 16 Date of Next Appointment _____

17 Specialty _____ 18 Tax Identification Number _____

19 Physician's Signature _____ 20 Date _____

INSTRUCTIONS FOR COMPLETING DUTY STATUS REPORT (CA-17)

- SUPERVISOR:** Complete Side A and refer the form to the physician to complete Side B. Fill in the address of the Employing Agency and the appropriate OWCP District Office in the spaces below. Enter the OWCP file number in the top right corner.
- PHYSICIAN:** Complete Side B, sign and return to the employing agency within 2 days to prevent interruption of the employee's income. Fill in your name and address.

Medical Facility Name and Address

Send Original Report to:

Employing Agency Address

Send a Copy of This Report to:

OFFICE OF WORKERS' COMPENSATION PROGRAMS

CERTIFICATION: BY SIGNING BLOCK 19 ON THE FRONT OF THIS FORM, THE PHYSICIAN CERTIFIES AS FOLLOWS:

I CERTIFY THAT ALL THE STATEMENTS IN RESPONSE TO THE QUESTIONS ASKED ON THIS FORM CA-17 ARE TRUE, COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. FURTHER, I UNDERSTAND THAT ANY KNOWINGLY FALSE OR MISLEADING STATEMENT, OR MISREPRESENTATION OR CONCEALMENT OF MATERIAL FACT, MAY SUBJECT ME TO FELONY CRIMINAL PROSECUTION.

I FURTHER UNDERSTAND THAT THIS REQUEST DOES NOT CONSTITUTE AUTHORIZATION FOR PAYMENT OF MEDICAL EXPENSES BY THE DEPARTMENT OF LABOR, NOR DOES IT INVALIDATE ANY PREVIOUS AUTHORIZATION ISSUED IN THIS CASE.

Public Burden Statement

We estimate that it will take an average of 5 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the OWCP, U.S. Department of Labor, Room S-3229, 200 Constitution Avenue, N.W., Washington, D.C. 20410.

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number.

DO NOT SEND THE COMPLETED FORM TO THIS OFFICE

For sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402

G.P.O. - 2000 - 188-099

Employing Agency Address

Human Resources Office / ICPA
5636 E. McDowell Rd. Bldg 5710
Phoenix, Az. 85008

OFFICE OF WORKERS' COMPENSATION PROGRAMS

US Dept. of Labor DFEC Central Mailroom
P. O. Box 8300 District 13
London, KY. 40742

GLOSSARY OF TERMS

ABROGATION TEST. A test the **Federal Labor Relations Authority** applies in determining whether an arbitration award enforcing a contract provision affecting rights reserved to management is deficient. If the provision at issue is an "arrangement" for employees adversely affected by the exercise of those rights, an award enforcing such a provision will not be set aside unless it "abrogates" those rights – i.e., unless it leaves management no discretion at all.

ACCOUTERMENTS Accessory items on uniforms. i.e., patches, name tapes/tags, grade/rank insignia, etc.

ACCRETION. When some employees are transferred to another employing entity whose employees are already represented by a union, the FLRA will often find that those employees have "accreted" to (i.e., become part of) the existing **unit** of the new employer, with the result that the transferred employees have a new **exclusive representative** along with a new employer.

ACTIONS DURING EMERGENCIES. Management's right "to take whatever actions may be necessary to carry out the agency mission during emergencies" doesn't come up in negotiability disputes very often. In cases decided thus far, the FLRA has held that this right is interfered with by proposals attempting to define "emergency" because such definitions would be inconsistent with management's right to independently determine whether an emergency exists.

ADMINISTRATIVE LAW JUDGE (ALJ). An individual who conducts hearings and makes initial decisions on behalf of the Federal Labor Relations Authority (FLRA). Most of the hearings are for the purpose of adjudicating unfair labor practice complaints. The decision of an ALJ is final and non-precedent setting unless one of parties files an exception to the decision with the FLRA.

ADMONITION. To advise to do or against doing something; warn; caution to reprove firmly but not harshly

ADVERSE ACTION. An official personnel action, usually taken for disciplinary reasons, which adversely affects an employee and is of a severity such as suspension for more than 14 days, reduction in grade or status, or removal. For most Federal employees, an appeal system established by statute exists. The employee may choose to use the statutory or, if covered under the contract permits, the negotiated grievance procedure, but not both.

ADVERSE IMPACT. Change in working conditions that works to the disadvantage of employees. Depends on the occurrence of a chain of events and are not necessarily inevitable (reasonably foreseeable). Generally involves more than merely a hypothetical or speculative concern.

AGENCY HEAD REVIEW. A statutory requirement that negotiated agreements be reviewed for legal sufficiency by the head of the agency (or his/her designee). This must be accomplished within 30 days from the date the agreement is executed. If disapproved, the union can challenge those determinations by filing a **negotiability** petition or an **unfair labor practice** charge with the FLRA. If not approved or disapproved within that time, the agreement goes into effect and the legality and enforceability of its terms is decided in other forums (e.g., grievance or unfair labor practice proceedings).

AGENCY SHOP. A requirement that all employees in the **unit** pay dues or fees to the union to defray the costs of providing representation.

AGREEMENT, NEGOTIATED. A collective bargaining agreement between the employer and the exclusive representative. A collective bargaining agreement must contain a negotiated grievance procedure. Also defined as a written agreement between an employer and a labor organization, usually for a definite term, defining conditions of employment, rights of employees and labor organizations, and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement. [Also known as Agreement, CBA, Contract, Labor-Management Agreement or Negotiated Agreement.]

AMENDMENT OF CERTIFICATION PETITION. That portion of the FLRA's multipurpose petition not involving a **question concerning representation** that may be filed at any time in which the petitioner asks the FLRA to amend the certification or recognition to, e.g., reflect changes in the names of the employer or the union.

AMERICAN ARBITRATION ASSOCIATION (AAA). A private nonprofit organization that, among other things, provides lists of qualified arbitrators to unions and employers.

Appendix 4

APPLICABLE LAWS. The Authority has said that "applicable laws" within the meaning of title 5, United States Code, section 7106(a)(2), include statutes, the Constitution, judicial decisions, certain Presidential executive orders, and regulations "having the force and effect of law"--i.e., regulations that (1) affect individual rights and obligations, (2) are promulgated pursuant to an explicit or implicit delegation of legislative authority by Congress, and (3) satisfy certain procedural requirements, such as those of the Administrative Procedures Act.

APPRAISER The individual most responsible for the technician's performance, for establishing performance standards, for counseling the technician on the critical and major job elements, and the appraising the technician based on pre-established mutually understood standards.

APPRAISAL PERIOD The period of time, normally one year, but not less than 120 days, for which technician's performance will be appraised.

APPROPRIATE ARRANGEMENT. One of three exceptions to management's rights. Under title 5, United States Code, section 7106(b)(3), a proposal that interferes with management's rights can nonetheless be negotiable if the proposal constitutes an "arrangement" for employees adversely affected by the exercise of a management right and if the interference with the management right isn't "excessive" (as determined by an "**excessive interference**" balancing test). Also defined as arrangements for employees adversely (detrimentally) affected by the exercise of a management right or rights contained in 5 USC 71*(a) and (b)(1). The purposes of such are to address or compensate for the "actual or anticipated" adverse effects caused by the exercise of a management right or rights. To be appropriate, an arrangement proposed must concern affected conditions of employment resulting from the exercise of those rights, cannot conflict with law, government-wide rules or regulations, excessively interfere with the exercising of a management right or rights or concern matters within the employee{ s }' control.

APPROPRIATE UNIT (BARGAINING UNIT). A grouping of employees that a union represents or seeks to represent and that the FLRA finds appropriate for **collective bargaining** purposes.

APPROVING OFFICIAL An Employer official in the supervisor chain at a level higher than the reviewing official.

ARBITRATION. See **ARBITRATOR**.

ARBITRATOR. An impartial third party to whom the parties to an agreement refer their disputes for resolution and decision (award). An *ad hoc arbitrator* is one selected to act in a specific case or a limited group of cases. A *permanent arbitrator* is one selected to serve for the life of the agreement or a stipulated term, hearing all disputes that arise during this period.

Grievance arbitration. When the arbitrator interprets and applies the terms of the collective bargaining agreement--and/or, in the Federal sector, laws and regulations determining conditions of employment.

Interest arbitration. When the arbitrator resolves bargaining impasses by dictating some of the terms of the collective bargaining agreement.

ARBITRABILITY. Refers to whether a given issue is subject to arbitration under the negotiated agreement. If the parties disagree whether a matter is arbitrable or not, the arbitrator must resolve this threshold issue before reviewing the merits of the dispute.

ASSIGN EMPLOYEES. A management right relating to the assignment of employees to positions, shifts, and locations. This right includes discretion to determine "the personnel requirements of the work of the position, i.e., the qualifications and skills needed to do the work, as well as such job-related individual characteristics as judgment and reliability." It also includes discretion to determine the duration of the assignment.

ASSIGN WORK. A management right relating to the assignment of work to employees or positions. The right to assign work includes discretion to determine who is to perform the work; the kind; the amount of work to be performed; the manner in which it is to be performed, as well as when it is to be performed. It also includes "the right to determine the particular qualifications and skills needed to perform the work and to make judgments as to whether a particular employee meets those qualifications."

Appendix 4

ATTORNEY FEES. In accordance with 5 U.S.C. 5596 (Back Pay Act), an award of counsel fees if there is a determination by an arbitrator or the Merit Systems Protection Board that an unjustified or unwarranted personnel action has resulted in the withdrawal of a grievant's pay, allowances or differentials. The award must be in conjunction with an award of back pay on correction of the personnel action, the award must be reasonable and related to the personnel action, and the award must be in accordance with standards established under 5 U.S.C. 7701(g). Under 5 U.S.C. 7701(g), the employee, to obtain fees, must be the prevailing party, the award must be in the interest of justice (other than in a case involving discrimination), the fee must be reasonable, and it must have been incurred by the employee.

AUTHORITY. See **FEDERAL LABOR RELATIONS AUTHORITY.**

AUTOMATIC RENEWAL CLAUSE. Many, perhaps most, collective bargaining agreements in the Federal sector have a provision, usually located at the end of the agreement, stating that if neither party gives notice during the agreement's 105-60 day **open period** of its intent to reopen and renegotiate the agreement, the agreement will automatically renew itself for a period of x number of years.

AWARD. In labor-management arbitration, the final decision of an arbitrator, final and binding on both parties. In very limited circumstances, either party may appeal the arbitrator's decision to the Federal Labor Relations Authority (e.g. award is contrary to law).

BACK PAY. Pay awarded an employee for compensation lost due to an unjustified personnel action are governed by the requirements of the Back Pay Act, title 5, United States Code, section 5596.

BARGAINING (NEGOTIATING). A ubiquitous process--sometimes informal and spontaneous, sometimes formal and deliberate--of offer and counteroffer whereby parties to the bargaining process try to reach agreement on the terms of exchange. Formal bargaining processes with associated rituals and bargaining routines vary, depending on their political, economic, and social context. Also defined as the performance of the mutual obligation of the representatives of the agency and union to meet at reasonable times, consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting bargaining unit employees and, upon request, to execute a written document. (Does not compel either party to agree to a proposal or make a concession)

BARGAINING AGENT. The union holding exclusive recognition for an **appropriate unit**.

BARGAINING IMPASSE (IMPASSE) When the parties have reached a deadlock in negotiations they are said to have reached an impasse. The statute provides for assistance by **Federal Mediation and Conciliation Service** mediators and the **Federal Service Impasses Panel** to help the parties settle impasses.

BARGAINING RIGHTS. Legally recognized right of the labor organization to represent employees in negotiations with employers.

BARGAINING UNIT. See **APPROPRIATE UNIT**

BINDING ARBITRATION. The law requires that collective bargaining agreements contain a negotiated grievance procedure that terminates in binding arbitration of unresolved grievances.

BROOKHAVEN WARNINGS. Even if the Union is notified that an Agency representative is going to interview a bargaining unit employee for an upcoming arbitration, and a Union representative attends this interview, this does NOT mean that "anything goes" as far as the manner of questioning. What the Agency may consider an "interview" from the Union perspective may be considered an "interrogation." The interview of the bargaining unit member should be voluntary and non-coercive. Brookhaven warnings are designed to minimize the potentially coercive impact of an Agency interview with an employee

BUDGET. A right reserved to management. The Authority has fashioned a two-prong test that it uses to determine whether a proposal interferes with an agency's right to determine its budget: namely, the proposal either has to prescribe particular programs, operations or amounts to be included in an agency's budget, or the agency can substantially demonstrate that the proposal would result in significant and unavoidable cost increases that are not offset by compensating benefits.

Appendix 4

BYPASS. Dealing directly with employees rather than with the **exclusive representative** regarding negotiable **conditions of employment** of bargaining unit employees. A bypass is a violation of the **Federal Service Labor-Management Relations Statute**. **CARVEOUT.** An attempt, usually unsuccessful under the **Federal Service Labor-Management Relations Statute** because it fosters unit fragmentation, to carve out (or sever)--usually along occupational lines (firefighters, nurses)--a subgroup of employees in an existing bargaining unit in order to establish a separate, more homogenous unit with a different union as **exclusive representative**.

CERTIFICATION. The FLRA's determination of the results of an election or the status of a union as the **exclusive representative** of all the employees in an appropriate unit.

CERTIFICATION BAR. One-year period after a union is certified as the **exclusive representative** for a unit during which petitions by rival unions or employees seeking to replace or remove the incumbent union will be considered untimely. The bar is designed to give the certified union an opportunity to negotiate a substantive agreement, after which the contract can become a bar, except during the contract's 105-60 day **open period**, to a representation petition. Also see **CONTRACT BAR** and **ELECTION BAR**.

CHALLENGED BALLOTS. Ballots that are challenged by election observers on the ground that the person casting the ballot isn't eligible to vote because, e.g., he or she is a **management official, supervisor, confidential employee** or engaged in **personnel work**. Challenged ballots usually are kept separate and if, after tallying the uncontested ballots, it is determined that there are enough challenged ballots to affect the outcome of the election, the Authority's agents will rule on each challenged ballot to see whether it should be counted.

CHECKOFF. See **DUES ALLOTMENT**.

CHIEF STEWARD. A union official who assists and guides shop stewards. The roles he or she plays within the union are determined by the union. The roles he or she plays in administering the contract are determined by the contract. For example, the **negotiated grievance procedure** may provide that the chief steward becomes the union representative if the grievance reaches a certain step in the grievance procedure.

CLARIFICATION OF UNIT PETITION. That portion of the FLRA's multipurpose petition *not* involving a **question concerning representation** that may be filed at any time in which the petitioner (union or management) asks the FLRA to determine the bargaining unit status of various employees--i.e., to determine whether they are management officials, supervisors, employees engaged in non-clerical personnel work, or confidential employees, and therefore excluded from the unit (and from the coverage of the collective bargaining agreement applicable to the unit and its negotiated grievance procedure).

COLLECTIVE BARGAINING. Literally, bargaining between and/or among representatives of collectivities (thus involving internal as well as external bargaining); but by custom the expression refers to bargaining between labor organizations and employers. **CIVIL SERVICE REFORM ACT OF 1978 (CSRA).** Legislation enacted in October 1978 for the purpose of improving the civil service. It includes the **Federal Service Labor-Management Relations Statute (FSLMRS)**, Chapter 71 of title 5 of the United States Code. Also known as Public Law 95-454 passed by the 95th Congress on October 13,

1978, which became effective on January 11, 1979. Title VII of the Act concerns Federal Service Labor-Management Relations and supersedes Executive Order 11491 as amended. This provided Federal employees a legal, statutory basis for their right to organize, bargain collectively, and participate through labor unions in decisions, which affect their working conditions. Title VII is codified at 5 U.S.C. Chapter 71.

CLASSIFICATION ACT EMPLOYEES. Federal employees--typically professional, administrative, technical, and clerical employees (i.e., "white collar" employees)--sometimes referred to a "General Schedule" employees, to distinguish them from Federal Wage System (blue collar, Wage Grade) employees.

COLLECTIVE BARGAINING OR NEGOTIATIONS. The performance of the mutual obligation of the employer and the exclusive representative to meet at reasonable times, to consult and bargain in good faith, and upon request by either party to execute a written agreement with respect to terms and conditions of employment. This obligation does not compel either party to agree to proposals or make concessions.

COLLECTIVE BARGAINING AGREEMENT (CBA). See **AGREEMENT, NEGOTIATED.**

Appendix 4

COMPELLING NEED. Test used to determine whether a discretionary agency regulation that doesn't involve the exercise of management's is a valid limitation on the **scope of bargaining**. There are three "illustrative criteria" of compelling need: (1) the regulation is essential to the effective and efficient accomplishment of the mission of the agency, (2) the regulation is necessary to ensure the maintenance of basic merit principles, and (3) the regulation implements a mandate of law or other authority (e.g., a regulation) in an essentially non-discretionary manner.

CONCILIATION. See **MEDIATION.**

CONDITIONS OF EMPLOYMENT (COE). Under title 5, United States Code, section 7103(a)(14), conditions of employment "means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise [e.g., by custom or practice], affecting working conditions except that such term does not include policies, practices, and matters -- (A) relating to political activities prohibited under subchapter III of chapter 73 of this title; (B) relating to the classification of any positions; or (C) to the extent such matters are *specifically provided for by Federal statute.*" (Emphasis added). It does not include policies, practices and matters relating to prohibited political activities, to the classification of any position, or to the extent the matters are specifically provided for by statute.

CONFIDENTIAL EMPLOYEE. An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations. Confidential employees must be excluded from bargaining units.

CONSULTATION. To be distinguished from **negotiation**. The FSLMRS provides for two types of consultation: between qualifying unions and agencies concerning agency-wide regulations and qualifying unions and those agencies issuing Government-wide regulations.

CONTRACT BAR. The incumbent union is protected from challenge by a rival union if there is an agreement in effect having a term of not more than three years, except during the agreement's **open period**--i.e., 105 to 60 days prior to the expiration of the agreement. See **ELECTION BAR** and **CERTIFICATION BAR**.

CONTRACTING OUT. A right reserved to management that includes the right to determine what criteria management will use to determine whether or not to contract out agency work.

"COVERED BY" DOCTRINE. A doctrine under which an agency does not have to engage in **midterm bargaining** on particular matters because those matters are already "covered by" the existing agreement. A defense to an allegation of a refusal to bargain, resulting agency initiated changes or union-initiated mid-term bargaining request. It applies when an agency proposes to take a specific action, or the union initiates a proposal, concerning a "condition of employment" but the agency refuses to negotiate with the union over the matter based on its belief that the matter has already been the subject of negotiations and is therefore covered by the parties' agreement. The Authority has defined "matter" as the general topic of dispute, rather than the more limited topic which may be the subject of the union's concerns over an agency action or the unions particular mid-contract proposal.

DECERTIFICATION. The FLRA's withdrawal of a union's **exclusive recognition** because the union no longer qualifies for such recognition, usually because it has lost a representational election.

DECERTIFICATION PETITION. A petition filed by employees in an existing unit (or an individual acting on their behalf) asking that an election be held to give unit employees an opportunity to end the incumbent union's exclusive recognition. Such a petition must be accompanied by a 30 per cent showing of interest and be timely filed (i.e., not barred by election, certification or contract bars).

DE MINIMIS. According to Black's Law is, of a fact or thing so insignificant that a court may overlook it in deciding an issue or case. The FLRA position of de minimis has long recognized that requiring agencies to bargain over every single management action, no matter how slight, would be impractical. Consequently, it has held that agencies are obligated to bargain over the impact and implementation of a management action only if the changes effected by that action will have more than a de minimis -- that is, more than a minimal -- effect on conditions of employment. SSA and AFGE, Local 1760, 24 FLRA 403. In determining whether a change is de minimis, the FLRA will consider the nature of the change and the extent to which it will impact bargaining unit employees. In applying this standard, keep the following FLRA pronouncements in mind:

1. The overall size of the bargaining unit is irrelevant.
2. The FLRA will consider the number of employees affected by the change, but this factor is not controlling.

Appendix 4

3. A change that has a major impact on just one employee will not automatically be considered de minimis.
4. The FLRA will take "equitable" considerations into account, such as the underlying reasons
5. for the change.
6. The duration of a change can be an important factor.
7. The point at which a change becomes more than de minimis can be difficult to ascertain, but, as the term implies, it doesn't take much. In short, it's unwise to assume that a change is de minimis without carefully considering exactly what's involved in it. And if there are any doubts whatsoever, case law demonstrates that agencies are better served by erring on the side of caution. When in doubt, assume a change is not de minimis.

DIRECT EMPLOYEES. The Authority has defined this right to include discretion "to supervise and guide [employees] . . . in the performance of their duties on the job." The right to direct, *by itself*, rarely is used as the basis for finding a proposal nonnegotiable. However, when combined with the right to assign work, it is the basis for finding proposals establishing performance standards nonnegotiable.

DISCIPLINE. A right reserved to management that the FLRA has said includes the right "to investigate to determine whether discipline is justified." It also "encompasses the use of the evidence obtained during the investigation."

DOCTRINE. A rule, principle, theory or tenet (fundamental principle) of the law; as e.g. Covered by Doctrine; Waiver Doctrine, Etc.

DUES ALLOTMENT (WITHHOLDING, CHECKOFF). Dues withholding services provided by the agency to unions that win exclusive recognition or dues withholding recognition. If the former, the services must be provided without charge to the union. Employee dues assignments must be voluntary (no union or agency shop arrangements permitted under the **Federal Service Labor-Management Relations Statute**) and may not be revoked except at yearly intervals or if a member becomes ineligible (i.e. promotion to supervisor, etc.), but must be terminated when the agreement ceases to be applicable to the employee or when the employee is expelled from membership in the union.

DUES WITHHOLDING RECOGNITION. A very limited form of recognition, under which a union that can show that it has 10 per cent of employees in an appropriate unit as members can qualify for the right only to negotiate a dues deduction arrangement. Such recognition becomes null and void as soon as a union is certified as the **exclusive representative** of the unit.

DURATION CLAUSE (TERM OF AGREEMENT). Clause in a collective bargaining agreement that specifies the time period during which the agreement is in effect (normally three years). Where an agreement has a term greater than three years, the agreement serves as a contract bar only during the first three years.

DUTY OF FAIR REPRESENTATION. "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."

DUTY TO BARGAIN. Broadly conceived, it refers to both (1) the *circumstances* under which there is a duty to give notice and, upon request, engage in bargaining (see **MIDTERM BARGAINING**) and (2) the *negotiability* of specific proposals. Disputes over the former usually are processed through the Authority's **unfair labor practice procedure** and frequently involve make-whole and *status quo ante* remedies. Disputes over the latter usually are processed through the Authority's no-fault **negotiability** procedure in which the Authority determines whether or not there is a duty to bargain on the proposal at issue. Encompasses bargaining to the point of obtaining a CBA over on-going changes in working conditions (midterm) that are not clearly covered by the collective bargaining agreement or previously waived by the union; and bargaining over matters initiated by a union before, during (midterm covered-by and waiver tests apply) or after the term of a CBA.

ELECTION AGREEMENT. Agreement entered into by the agency and the union(s) competing for exclusive recognition dealing with campaign procedures, election observers, date and hours of election, challenge ballot procedures, mail balloting (if used), position on the ballot, payroll period for voter eligibility, and the like. Such an agreement is subject to approval by the appropriate FLRA Regional Director

Appendix 4

ELECTION BAR. One-year period after the FLRA has conducted a secret-ballot election for a unit of employees, where the election did not lead to the certification of a union as exclusive representative. During this one-year period the FLRA will not consider any representation petitions for that unit or any subdivisions thereof. See **CERTIFICATION BAR** and **CONTRACT BAR**.

EMPLOYEE. The term "employee" includes an individual "employed in an agency" or "whose employment in an agency has ceased because of any unfair labor practice," but does not include supervisors and management officials or anyone who participates in a strike or members of the uniformed services or employees in the Foreign Service or aliens occupying positions outside the United States.

EQUIVALENT STATUS. Status given a union challenging the incumbent union that entitles it to roughly equivalent access during the period preceding an election to facilities and services (bulletin boards, internal mail services, etc.) as that enjoyed by the incumbent union.

EXCEPTIONS TO ARBITRATION AWARDS. A claim that an arbitration award is deficient "on...grounds similar to those applied by Federal courts in private sector labor-management relations," or because it violates law, rule or regulation. Some of the "grounds similar to those applied by Federal courts" are: the award doesn't draw its essence from the agreement, the award is based on a non-fact, the arbitrator didn't conduct a fair hearing, or the arbitrator exceeded his/her authority. Under 5 U.S.C. 7122, either party to arbitration may file with the Federal Labor Relations Authority an exception (appeal) to an arbitrator's award because the award is 1) 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 (e.g., award does not draw its essence from the agreement; resolving issues not submitted to arbitration; granting remedy that exceeds claimed violation). The Authority will not consider an exception with respect to an award relating to actions taken in accordance with 5 U.S.C. 4303 and 5 U.S.C. 7512. See also 5 CFR Part 2425.

EXCESSIVE INTERFERENCE. A balancing test that the FLRA applies to proposals that are arrangements for employees adversely affected by the exercise of management's rights in order to determine whether they are negotiable **appropriate arrangements**. The test involves balancing the extent to which the proposal ameliorates anticipated adverse effects against the extent to which it places restrictions on the exercise of management's rights.

EXCLUSIVE RECOGNITION. Under the **Federal Service Labor-Management Relations Statute**, exclusive recognition is normally obtained by a union as a result of receiving a majority of votes cast in a representational election. The rights a