

## Article 1

### Recognition and Coverage

#### 1.1 General Provisions

This Collective Bargaining Agreement has been negotiated and entered into in accordance with the provisions of Chapter 71 of the Civil Service Reform Act of 1978, 5 U.S.C., Section 7101 et seq., by and between the United States Nuclear Regulatory Commission (NRC) and the National Treasury Employees Union (Union) hereinafter collectively referred to as the parties.

~~Except as otherwise specifically provided by this Agreement, notices and other written communications required by this Agreement to be given by one party to the other will be sent as follows: NRC shall send all such communications to (1) the President of Chapter 208 (with attachments), (2) the steward designated for the area(s) affected by the communication (with attachments), and (3) the NRC/NTEU Field Representative at 901 E Street, N.W., Suite 100, Washington, D.C. 20004 (without attachments). The Union shall send all such communications to the appropriate NRC management official with a copy to the Chief, Organization and Labor Relations, Office of Human Resources (HR), NRC. Provided, however, notices and other written communications involving grievances and arbitration matters will be sent by the NRC to the appropriate Union steward and to the employee, if self represented.~~

~~1.1.1—Any written agreement which is entered into by officials of NRC and Chapter 208 officials must have the concurrence of the Chief, Organization and Labor Relations, HR, or his/her written designee in order for such agreement to be binding upon the parties.—Regional officers or their designees shall have the authority to enter into binding agreements with respect to working conditions which impact only their assigned region.—The Chapter President or his/her designee shall have the authority to enter into binding agreements with respect to matters affecting the entire chapter or more than one geographic location of the chapter.~~

#### 1.2 Unit Composition

Since November 17, 1978, the NRC has recognized the Union as the exclusive representative of the employees in the bargaining unit in the NRC Headquarters offices in the Washington, DC metropolitan area. The Union became the exclusive representative of employees in the **five** Regional Offices of the NRC on January 26, 1979, when they were included in the bargaining unit by certification of that date by the Federal Labor Relations Authority.

1.2.1 Included in the bargaining unit are all GG professional employees and nonprofessional employees and WG employees of the NRC except those who are excluded as set forth in 1.2.2 below.

1.2.2 Excluded from the bargaining unit are:

1.2.2.1 all supervisors as defined in 5 U.S.C. 7103(11); (Stewards who are temporarily assigned to supervisory positions for one full pay period or less may not perform representational duties)

within the division to which they are assigned during the period of such assignment, unless a specific exception has been granted by management. Union stewards who are temporarily assigned to supervisory positions for more than one full pay period may not perform any representation duties during the period of such assignment. The Union steward may request that the supervisory duties be assigned to another employee due to pending representational matters. If such a request is denied, then all meetings scheduled regarding pending representational matters assigned to that representative will be rescheduled and relevant deadlines extended for a reasonable period of time as determined by the parties. ~~will temporarily suspend their representational activities for the duration of the supervisory assignment. Exceptions may be granted by management on a case by case basis.~~

1.2.2.2 all management officials as defined in 5 U.S.C. 7103(11);

1.2.2.3 all employees engaged in Federal Personnel work in other than a purely clerical capacity;

1.2.2.4 all guards;

1.2.2.5 all confidential employees as defined in 5 U.S.C. 7103(13);

1.2.2.6 all temporary employees on appointments not to exceed 90 calendar days and with no reasonable expectancy of continuous employment;

1.2.2.7 all employees engaged in administering the provisions of 5 U.S.C., Chapter 71.

1.2.2.8 all employees engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; and

1.2.2.9 all employees primarily engaged in investigation or audit functions relating to the work of individuals employed by the NRC whose duties directly affect the internal security of the NRC but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

### 1.3 Scope

The parties agree that the provisions of this Agreement shall govern the relations of the employees and the Union with the NRC with respect to conditions of employment and other matters covered by this Agreement.

### 1.4 Employee Definition

Unless otherwise stated, the words “employee” or “employees,” as used in this Agreement, mean an employee or employees of NRC who are included in the bargaining unit. This Agreement does not apply to employees who are excluded from the bargaining unit or to positions which are outside the bargaining unit.

### 1.5 Register List of Bargaining Unit Employees

The ~~Agency NRC's Office of Human Resources, Organization and Labor Relations (HR/OLR)~~ shall maintain a ~~list register or index~~ of employees and positions included in the bargaining unit. ~~HR/OLR The Agency~~ will send the list (in an agreed-upon format) ~~a copy of such index~~ to NTEU ~~Chapter 208~~ on a quarterly basis. This listing will contain the employee's full name, Service Computation Date (SCD), title, series, grade, organization, date of last promotion, date of last increase and salary. The NRC will advise NTEU in writing of any ~~position changes~~ employees added to, or removed from, the bargaining unit within thirty (30) days of such ~~position~~ changes. Either party to the Agreement may challenge the inclusion or exclusion of positions or employees from the bargaining unit by petitioning to the Federal Labor Relations Authority pursuant to regulations.

### 1.6 Agency Rules, Policies and Regulations

~~The Agency will continue to negotiate the impact and implementation of any new NRC rule or regulation in accordance with 5 U.S.C. Chapter 71. To the extent that the Agency's rules, policies and regulations are in conflict with the terms of this Agreement, the terms of this Agreement will govern.~~

### 1.7 Existing Agreements

All current supplemental agreements between the parties (commonly referred to as a MOU) shall continue in effect unless specifically terminated by agreement or otherwise clearly superseded by this Agreement.