

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**THE OFFICE OF CONGRESSMAN ANDY LEVIN**

**and**

**CONGRESSIONAL WORKERS UNION**

## **Article I - Parties, Recognition, and Scope of Agreement**

### *Section 1. Parties*

This Agreement, subject to the applicable sections of the Federal Service Labor-Management Relations Statute as incorporated in the Congressional Accountability Act (2 U.S.C. 1351), is between the Office of Representative Andy Levin (the Office) and the Congressional Workers Union (CWU, or the Union), referred to collectively as the Parties.

### *Section 2. Recognition of CWU as Exclusive Representative*

In recognition of the fact that a certification has been issued by the Office of Congressional Workplace Rights (OCWR) stating that a majority of the employees in the unit described below have selected CWU as exclusive bargaining representative, the Office hereby reaffirms its recognition of CWU as exclusive bargaining representative for employees in the following unit:

Included: All covered employees of the Office of Representative Andy Levin.

Excluding: All supervisors; management officials; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7), as applied by the CAA, as well as interns and staff not paid in any part by the Member Representational Allowance (MRA).

Except as specifically noted, the term “employee” in this Agreement shall refer exclusively to bargaining unit employees as defined in this Section.

## **Article II - Precedence of Law and Regulation and Obligations**

*Section 1.* Subject to the restrictions of 5 USC 7116(a)(7), as applied by 2 USC 1351, in the administration of all matters covered in this Agreement, the Office and employees are governed by laws and the regulations of appropriate authorities, including policies of appropriate authorities to which the Office is subject.

*Section 2.* If, during the life of this agreement, laws or regulations issued from appropriate authorities prohibit or require an amendment to any provisions of this Agreement or any supplement hereto, the Parties agree to meet, consult, and bargain within a reasonable time over the effect of the mandated change. All unaffected provisions shall remain effective absent agreement between the Parties.

*Section 3.* If the House of Representatives modifies H.Res. 1096 of the 117th Congress in the future, or takes any other action concerning the organizing or collective bargaining rights of House employees or enforcement thereof, the Agreement shall remain in effect regardless, and the Office will continue to recognize the Union as the exclusive bargaining representative, unless these things are legally prohibited.

*Section 4.* Where changes to the agreement are made pursuant to this Article, they shall be made as amendments to this Agreement.

## **Article III - Rights of the Congressional Workers Union**

### *Section 1.*

- A. Having been accorded exclusive recognition, the CWU is the exclusive representative of the employees in the unit and is entitled to act for, and to negotiate agreements covering all employees in the unit. It is responsible for representing in good faith the interests of all employees in the unit without discrimination and without regard to whether or not individuals hold CWU membership.
- B. The CWU shall have all the rights that accrue to it by law or regulation by virtue of its certification as representative of the employees in the unit.

*Section 2.* The Office shall in no way restrain, interfere with, coerce, or discriminate against designated representatives of the CWU in the exercise of their right to serve as representatives for the purpose of collective bargaining, handling unfair labor practice charges, furthering effective labor-management relations, or acting in accordance with applicable regulations and agreements on behalf of an employee or group of employees within the bargaining unit. This section does not grant employees the right to use official time to act on behalf of the Union beyond the work of representing bargaining unit employees. The use of official time is governed by Article XIII.

*Section 3.* Nothing contained in this Agreement shall be construed to relieve the Office of any obligation it may have to give notice to the CWU and to meet, consult, and bargain with the CWU. The Office will notify the CWU in a timely fashion, normally, absent exigent circumstances, no less than 24 hours in advance of meetings at which it is entitled to representation, specifying the time, location, and agenda for the meeting. The CWU will confirm its attendance with the convener of the meeting. This article does not cover meetings relating to personnel matters or discipline. Those matters are covered in Article IV.

*Section 4.* The parties agree to continue, unless changed through this Agreement, any employee benefits, practices, and understandings that are enjoyed by an identifiable group of unit employees and mutually acknowledged by a duly authorized representative of the Office and CWU, and that are not specifically inconsistent with this Agreement or appropriate regulations. Prior to changing any employee benefits, practices, and understandings that are mutually acknowledged in the manner described above, the Office shall first consult with the Union and, to the extent required by law, bargain with the Union over appropriate arrangements to deal with the negotiable impact and implementation of any changes. Nothing contained in this section shall diminish the right of the Office to exercise its rights set out in 5 U.S.C. Section 7106.

*Section 5.* The CWU recognizes its legal obligation to provide fair representation to all unit employees, regardless of their membership or non-membership in CWU.

*Section 6.* The Office agrees that representatives of the CWU shall be free from coercion and restraint to communicate with any members of Congress on matters affecting CWU unit employees, and those representatives of the CWU shall have the right to appear, give evidence, and testify before Congressional

Committees in regard to such matters. Bargaining unit employees acting on behalf of the union in this way and interacting with Members of Congress or staff of other offices or committees will make clear they are doing so on their own time and on behalf of CWU and that their activity does not in any way represent Congressman Levin or this office.

#### **Article IV - Rights of Employees**

*Section 1.* Each employee shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist the CWU or to refrain from any such activity, and each employee shall be protected in the exercise of this right. The right to assist the CWU shall include participation in the management of the CWU and acting for the CWU in the capacity of a CWU representative. The Office shall not interfere, restrain, coerce, or discriminate against any employee for the purpose of encouraging or discouraging membership in or representation by the CWU. This section does not grant employees the right to use official time to represent the union. The use of official time is governed by Article XIII.

#### *Section 2.*

- A. Consistent with 5 U.S.C. 7114, employees shall have the right to CWU representation at any examination by a representative of the Office in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests representation.
- B. When notifying an employee of any examination which Office management reasonably believes may result in disciplinary action against the employee, the Office will offer the employee the opportunity to secure CWU representation.
- C. Such employee is entitled to notice of the subject matter of the examination and is entitled to a consultation period, of up to 30 minutes, with a CWU representative prior to such examination.

#### *Section 3.*

- A. Employees shall have reasonable access to all Office rules, written statements and other memoranda relating to personnel policies and practices and working conditions within their offices and upon establishment of a demonstrated need, the employee may request and receive a copy.
- B. Amendments to such Office rules or written statements of new rules and statements shall be distributed electronically to the bargaining unit employees upon issuance.

*Section 4.* Subject to the employee's work obligations and fulfillment of their assignments, and using the customary practice for a unit member to notify the Office that they are unavailable, employees shall have the right to a reasonable amount of time to visit the following individuals and offices during working hours:

- A. The Office of Employee Advocacy, the Chief Administrative Officer, the House of Representatives Ethics Committee, the Office of Congressional Workplace Rights, or any other office providing personnel services or administering personnel requirements; or CWU officers and stewards.

*Section 5.* The parties recognize that any management action with respect to employee conduct off duty and off Office premises shall be taken in conformance with House Rules and/or applicable laws.

*Section 6.* In accordance with the Americans with Disabilities Act, upon a request of an employee, the Office shall engage with the employee in an interactive process to provide reasonable accommodations to qualified individuals with disabilities when needed for the accomplishment of official work.

#### **Article V - Management Rights**

*Section 1.* Parties to the Agreement are bound by applicable law under 5 U.S.C. § 7106, as applied by the Congressional Accountability Act.

#### **Article VI - Salaries**

*Section 1.* The Office has set a salary floor of \$55,000 per annum for full-time employees, and has agreed with the Union on certain other salary and bonus provisions in Appendix A.

*Section 2.* The parties have agreed upon terms under which the Office will distribute funds equally in the Members Representational Allowance that remain unobligated and are not needed for other purposes at the end of the 117th Congress to employees inside and outside of the bargaining unit. See Appendix B.

*Section 3.* Prior to the end of the 117th Congress, the Office will submit appropriate forms to the Office of Payroll and Benefits to pay each bargaining unit employee the amount for the employee's unused annual leave days.

#### **Article VII - Equal Employment Opportunity**

*Section 1.* Consistent with Resolutions of the Committee on House Administration and the House of Representatives, and consistent with the requirements of the Congressional Accountability Act, both Parties agree to actively promote the goal of equal employment opportunity throughout the Office. There shall be no discrimination by the Office or the CWU against any employee based on race, color, religion or lack thereof, national origin, sex, gender, sexuality, age, marital or family status, disability, medical history, incarceration history, military service, organizing activity, or any ground that is specifically prohibited by law, or regulation applicable to the Office. This Agreement prohibits retaliation against an employee for making a charge, testifying, assisting, or participating in an investigation, proceeding, or hearing involving any form of discrimination identified in this Article.

*Section 2.* In all its operations and practices, it is the policy of the Office to provide a work environment free of sexual harassment. Preventing sexual harassment is fundamental to achieving a healthy work environment and to accomplishing the mission of the Office. Sexual harassment, whether committed by supervisory or nonsupervisory personnel, is specifically prohibited as unlawful and against the policy of the Office. This Agreement incorporates the definition of Sexual Harassment mandated by the Committee on House Administration, which is replicated in the Office's employee handbook.

## **Article VIII - Driving, Personal Errands, and Campaign Work**

*Section 1.* The Office will not require any employee to drive the Member of Congress to any location for a purpose other than those relating to the Member of Congress's official duties. Any requirement by the Office for the employee to drive the Member's car is subject to governing rules and procedures of the House of Representatives and relevant law. If the Office requires the employee to drive the Member in the employee's own car, then the Office shall submit appropriate paperwork to the Office of Payroll and Benefits to reimburse the employee for mileage subject to rates set by the General Services Administration by the next pay period.

*Section 2.* The Office will not require any employee to complete personal errands for the Member of Congress or any management staffer.

## **Article IX - E-mail**

*Section 1.* The parties understand that email of employees is the property of the Office and may be accessed for various reasons. The parties further agree that emails are part of the work product of the Office and the House. As such, the parties agree that Office handling of employee emails is subject to the anti-discrimination provisions of this contract, including prohibitions against discrimination for involvement with CWU.

## **Article X – Compensatory Time**

*Section 1.* Employees may be granted compensatory time ("comp time") for work done in excess of 40 hours in a week or federal holidays (not including commuting time). It shall be granted and used on a per hour basis. Requests for use of comp time must be made in advance in writing and must be approved by the District Director or Chief of Staff. Approvals for the use of comp time generally will not be granted when the House is in session and the employee is needed for official duties (DC staff), or if no other person in the Office is available to perform the employee's duties in his or her absence (both DC and District staff). No comp time may be carried over from one calendar year to the next; except, up to 16 comp time hours earned in November or December may be used in the following calendar year but may not be carried over to any additional calendar years. Upon separation from employment, all unused comp time is forfeited.

## **Article XI - Health and Safety**

*Section 1.* The Union shall retain the right to conduct health and safety inspections of any DC Office and/or District Office up to twice per year for the elimination or correction of conditions hazardous to the health and safety of all employees, including COVID-19. The Union's recommendations following such inspections shall be presented in writing to the appropriate management officials. Up to two bargaining unit employees engaging in such inspection shall be afforded time off from regular duty, without loss of pay or charge to leave, for the purpose of performing such duties as are provided by this Article.

## *Section 2. COVID-19*

The Office agrees to abide by the recommendations for COVID-19 protective measures as advised by the Center for Disease Control and the Office of Attending Physician. In the event the Office seeks to change the COVID-19 protective measures it takes, as guided by the CDC and the OAP, the Office will provide notice to the Union of the proposed change and an opportunity to bargain.

## **Article XII - Use of Official Facilities and Buttons**

*Section 1.* The Office shall provide the Union with bulletin board space in the legislative pit in the DC Office and in a mutually agreeable space in the District Office. The Union will be responsible for posting and removing material from the bulletin boards.

*Section 2.* The Office agrees that the Union has the right to distribute literature to bargaining unit employees, who may wear buttons of the Union up to 2.5 inches in diameter during working hours. Additionally, employees may wear union apparel that meets the Office's dress code when the House is not in session for DC staff and when not meeting with constituents or state or local government officials for DC staff and District staff. Bargaining unit employees may include a CWU union bug whose size and form is agreed to by the parties at the bottom of employees' official email signatures.

## **Article XIII - Union Representational Activity and Official Time**

*Section 1.* Official time means time granted to an employee by the Office under this Agreement to perform representational functions when the employee would otherwise be in a duty status, without charge to leave or loss of pay. The amount of official time used by an employee will be taken into account in the assignment of that employee's work.

### *Section 2.*

- A. Union representatives will be granted official time to attend consultations and meetings with management officials. Upon prior application to their immediate supervisor, the Union representative shall be granted reasonable amounts of official time to prepare for such consultations to the extent not inconsistent with operating needs.
- B. Union representatives shall be granted official time to engage in collective bargaining negotiations in accordance with 5 U.S.C. 7131(a), as applied by the Congressional Accountability Act.

*Section 3.* Reasonable amounts of official time shall be granted to Union representatives to be used in providing and attending trainings for employees with respect to the administration of this Agreement, in meeting with any staff of the Office of Congressional Workplace Rights involving any matter regarding the bargaining unit and in discussing with the Office any issues concerning administration of this Agreement.

*Section 4.* The Office and CWU agree that the list of functions in this Article for which official time shall be granted is not exhaustive. The Office and CWU may agree that reasonable amounts of official time shall be granted to Union representatives for additional functions not expressly indicated herein.

*Section 5.* Subject to the conditions laid out in this article, the use of official time by union representatives in the unit will not be unreasonably denied.

#### **Article XIV - Telework**

*Section 1.* The Office will maintain a policy of maximum telework subject to the Congressman's location when he is performing official duties. On days where the Congressman is not present in Washington, DC (for DC staff) or the District (for District staff), employees may telework provided they can meet work obligations and fulfill their assignments. On days where the Congressman is present in Washington, DC (for DC staff) or the District (for District staff), the Office may require employees to work at the official work location. Thus, a staffer in the D.C, may have permission to telework denied while the House is in session, and a staffer in the District may have permission to telework denied while the House is in recess.

Bargaining unit employees may telework from their homes or from a suitable remote location. The Office will continue providing requisite technology, such as laptops, and upkeep of such technology, to enable employees to work remotely.

#### **Article XV - Duration of Agreement**

*Section 1.* The terms of this Agreement expire at the conclusion of the 117th Congress, at which time the Office will cease to exist.

#### **Article XVI - Ratification**

*Section 1.* This Agreement shall become effective when the agreement has been tentatively agreed to by both parties, ratified by members of the Union in accordance with its constitution and by-laws, and signed by both parties following ratification.

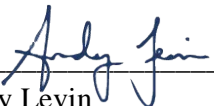
The effective date of this Agreement shall be the date of signatures of the parties following ratification.

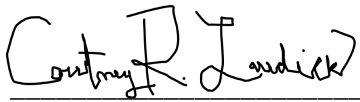
#### **Article XVII - Severability**

*Section 1.* If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect. However, the remainder of this Agreement shall continue in full force and effect. The Office and the Union shall meet and confer in good faith with respect to any provision found to be contrary to law by a court of competent jurisdiction.



Agreed this 22nd day of December 2022

  
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Andy Levin  
Member of Congress  
Office of Congressman Andy Levin

  
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Courtney Rose Laudick  
Vice President of Organizing  
Congressional Workers Union