

October 1996 Supplement to the January 1992 National Agreement

1. The Parties, working together in Partnership and cooperation, have agreed to the following terms or a new National Agreement. It is agreed that by executing this Memorandum of Understanding each party shall have fulfilled its statutory obligation under 5 USC 7114(a)(4) to meet and negotiate in good faith for the purposes of - arriving at a master collective bargaining agreement applicable to all NFFE bargaining unit employees.

2. The National Agreement executed on the 26th day of December, 1991, and which became effective in January 1992, shall form the basis for the new National Agreement. All terms and provisions of the 1992 Agreement shall remain in effect, except as stipulated below:

A. **Article 1, Section 4 'Purpose'** is amended to add the following: ... The Parties further affirm their intentions to approach labor relations in a manner consistent with flexible, cooperative and innovative mindsets. To this end the Parties commit to enter into open and thoughtful conversations with each other concerning the future and its impact on Agency operations and the bargaining unit."

B. **Article 10, Section 2 "Types of Awards"** is replaced with the following language: "Employees may review applicable GSA Directives concerning types of monetary and non-monetary awards and the criteria for such awards."

C. **Article 15, "Performance Appraisal Systems"** is replaced in its entirety by the following language: "The Agency will utilize the system established in the GSA Order, OAD 9430.2, dated September 20, 1996, "Performance Management System", and the provisions below to evaluate all applicable unit employees:

1. If at any time during the rating period an employee's performance is determined to be unacceptable in one or more individual critical elements, the employee will be given a performance improvement plan and an opportunity to demonstrate acceptable performance.
2. A bargaining unit employee who is dissatisfied with a rating of record may request reconsideration of the rating through the negotiated grievance procedure.
3. If requested by the employee, any written feedback used in the rating from sources other than the supervisor will be shown to the employee.
4. The Agency will administer performance plans and ratings in a fair and equitable manner.

D. **Article 34, Section 6 "Flexitime Schedule" Part B** is replaced with the following language: "Employees may arrive at work any time during the morning flexible band and depart after completing their required number of hours. Employees may choose either a compressed alternative work schedule, such as the 5/4/9, or a flexitime schedule, if authorized under the applicable Regional Supplemental Agreement."

(Note: These changes have been inserted in the body copy in a different font.)

**National Agreement
Between the
General Services
Administration**

**and the
National Federation of
Federal Employees
JANUARY 1992**

TABLE OF CONTENTS

Topic Article

RECOGNITION AND UNIT DESCRIPTION.....	1
MANAGEMENT RIGHTS.....	2
UNION RIGHTS.....	3
EMPLOYEE RIGHTS	4

USE OF OFFICIAL FACILITIES AND SERVICES.....	5
OFFICIAL TIME.....	6
GRIEVANCE PROCEDURES.....	7
ARBITRATION.....	8
NEGOTIATIONS.....	9
INCENTIVE AWARDS AND PRODUCTIVITY.....	10
THE EMPLOYEE ASSISTANCE PROGRAM.....	11
MEDICAL DETERMINATIONS AND DISABILITY RETIREMENT.....	12
OCCUPATIONAL SAFETY AND HEALTH.....	13
MERIT STAFFING.....	14
PERFORMANCE APPRAISAL SYSTEMS.....	15
UPWARD MOBILITY.....	16
EQUAL EMPLOYMENT OPPORTUNITY.....	17
TRAINING AND CAREER DEVELOPMENT.....	18
POSITION CLASSIFICATION.....	19
PART-TIME AND INTERMITTENT EMPLOYEES.....	20
PROBATIONARY EMPLOYEES.....	21
DETAILS, REASSIGNMENTS AND VOLUNTARY CHANGES.....	22
HOURS OF WORK.....	23
LEAVE.....	24
OVERTIME.....	25
TRAVEL.....	26
CONTRACTING-OUT.....	27
REDUCTION-IN-FORCE, REORGANIZATION, TRANSFER OF FUNCTION, JOB ABOLISHMENT, AND TECHNOLOGICAL CHANGE...	28
FURLOUGHS FOR THIRTY DAYS OR LESS.....	29
DISCIPLINE.....	30
EMPLOYEE SPACE.....	31

WAGE SURVEYS AND PAY RATE DATA..... 32

FEDERAL PROTECTIVE OFFICERS..... 33

ALTERNATIVE SCHEDULES..... 34

ORIENTATION OF NEW EMPLOYEES..... 35

VOLUNTARY ALLOTMENT OF UNION DUES..... 36

DURATION AND TERMINATION..... 37

NON-PROFESSIONAL UNIT DESCRIPTION..... Appendix A

PROFESSIONAL UNIT DESCRIPTION..... Appendix B

OFFICIAL TIME FORM..... Appendix C

ARTICLE 1 - RECOGNITION AND UNIT DESCRIPTION

Section 1. Recognition

The General Services Administration recognizes the National Federation of Federal Employees as the exclusive representative of employees in the two consolidated bargaining units certified in FLRA case number 3-UC-40001 which are attached as appendices A and B.

Section 2. Parties To The Agreement

This Agreement is entered into between the National Federation of Federal Employees, Washington, DC. (hereafter referred to as "the Union" or "NFFE") and the General Services Administration, Washington, DC. (hereafter referred to as "GSA", "the Employer" or "Management"), together referred to as "the Parties".

Section 3. Applicability

The provisions of this Agreement are applicable solely to employees and positions within the consolidated units and to any additional group of employees incorporated within the units during the life of this Agreement.

Section 4. Purpose

The Parties affirm that the public purposes to which GSA is dedicated can be advanced through collective bargaining as defined in Public Law 95-454. The provisions of this National Agreement shall be administered and interpreted in a manner consistent with the provisions of the Federal Labor Management Statute. The Parties further affirm their intentions to approach labor relations in a manner consistent with flexible, cooperative and innovative mindsets. To this end the Parties commit to enter into open and thoughtful conversations with each other concerning the future and its impact on Agency operations and the bargaining unit.

Section 5. Productivity

The Parties recognize that productivity growth is a key to the maintenance of a good competitive position and stability of the work force. It is agreed that more efficient use of both human and material resources will result in increased productivity. To this end, the Parties agree to strive to reduce waste, conserve material, prevent accidents, and encourage on-the-job improvement and suggestions for greater efficiency and a better work product.

Section 6. Definitions

A. The Statute means title VII of the Civil Service Reform Act of 1979.

B. Council means the NFFE GSA Council.

C. Day means calendar day unless stated otherwise. If any due date established by the Agreement falls on a Saturday, Sunday or holiday, the next official work day will be considered the due date.

D. Duty Location means the building or building complex in which the employee normally works.

E. Emergency means any situation that poses sudden, immediate or unforeseen work requirements as a result of circumstances beyond management's reasonable control.

F. Employee means an employee of GSA who is a member of one of the consolidated NFFE bargaining units.

G. Local Management means the management of each individual organizational structure that has NFFE unit employees.

H. Local Union means a local of the NFFE.

I. Management means all levels of management to which GSA assigns managerial or supervisory responsibilities. This term is equivalent to "employer".

J. Negotiations means the mutual obligation of Management and the Union to meet at reasonable times and bargain in a good faith effort to reach agreement with respect to the conditions of employment of bargaining unit employees.

K. Parties means Management and the Union collectively at the national level or at any level of GSA where NFFE represents employees.

L. Union means NFFE, the NFFE GSA Council, NFFE locals, officers of the Union, Union stewards, and other authorized representatives designated by the above.

M. Union Official and/or Union Representative means a representative or designee of the NFFE GSA Council, any accredited National Representative of the NFFE, or the duly elected or appointed officials of a local NFFE Union, including stewards. The numbers and types of representatives that will be granted official time and the conditions under which such time will be granted are specifically addressed in the Official Time article.

N. Temporary Employee means any employee serving under a non-permanent appointment, that is, with an NTE date (e.g., temporary limited, term, TAPER).

ARTICLE 2 - MANAGEMENT RIGHTS

In accordance with 5 U.S.C. 7106, the Employer retains the right:

1. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and

2. In accordance with applicable laws -

A. to hire, assign, direct, layoff and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

B. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

C. with respect to filling positions, to make selections for appointments from -

1. among properly ranked and certified candidates for promotion; or
2. any other appropriate source; and

D. to take whatever action may be necessary to carry out the agency mission during emergencies.

Nothing shall preclude the agency and the union from negotiating -

1. at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

2. procedures which management officials of the Agency will observe in exercising any authority under this section; or

3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3 - UNION RIGHTS

Section 1. Exclusive Representation

The Union is the exclusive representative of all employees in the bargaining unit and is entitled to act in their behalf as provided for in the Act.

Section 2. Formal Discussions/Investigations

The Union shall be given the opportunity to be represented at:

A. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

B. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:

1. the employee reasonably believes that the examination may result in disciplinary action against the employee; and

2. the employee requests representation.

C. The Employer will notify the Union of any formal meeting in accordance with Section 2A, above.

Section 3. Right to Participate

The Employer agrees that the Union has a right to designate its officials who are entitled to perform representational duties in accordance with this agreement and the Statute, and that employees are entitled to file a complaint or act as a witness under this agreement, the Act, or applicable regulations.

Section 4. Union's Right to Information

A. In conformance with the Parties' obligation to bargain, the Employer will furnish to the Union, or its authorized representatives, upon request, and to the extent not prohibited by law, data which:

1. is normally maintained by the Employer in the regular course of business, 2. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and

3. does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining.

B. Information necessary to the representation of employees pursuing grievances will be provided subject to the conditions in A(1) through A(3), above.

C. Information furnished under A or B, above, will be provided without charge and within a reasonable time.

Section 5. Internal Union Business

Internal Union business, such as attending Union meetings, will be conducted during the non-duty hours of the employees involved.

Section 6. Membership Drives

Upon request to the appropriate labor relations officer and subject to normal security limitations and Federal Property Management Regulations (Subpart 101-20.7), the Union will be authorized to conduct membership drives at any duty location with bargaining unit employees. Such drives may be held either twice a calendar year for up to 10 working days or once a calendar year for up to 20 working days. They may be conducted before and after duty hours and at break periods and lunch periods. Upon request and if available the Employer will provide the Union with reasonable and visible non-work space, tables, chairs, easels, and audiovisual equipment. Reasonable use of internal mail shall be available in accordance with Article 5.

Section 7. Union Management Teleconferences

The Parties agree to participate in ad hoc teleconferences for the purpose of discussing topics of concern between the Parties. Upon the request of either party, the Parties at the National level will mutually agree upon a date and time for the teleconference and the major topics to be discussed. The Employer agrees to arrange for up to four teleconferences per calendar year. Each party shall be limited to a maximum of ten (10) active phone lines per teleconference, unless mutually agreed otherwise.

Section 8. Committees

If the Employer establishes (or has a standing) committee, task force, or work group dealing with conditions of employment (e.g., quality circles, safety and health committees) which includes bargaining unit employees, the Employer will give the Union advance notice and allow the Union the opportunity to designate its representative.

ARTICLE 4 - EMPLOYEE RIGHTS

Section 1. Right to participate

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such

activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

Section 2. Conduct

A. Employees will have the right to direct and to pursue their private lives without interference by the Employer or Union. Employees will be treated fairly and equitably in all aspects of personnel management. Employees will not be subject to discrimination because of their political affiliation, race, color, religion, national origin, sex, marital status, age or handicapping condition. Employees may exercise their rights under law, rule, regulation, and this Agreement without fear of penalty or reprisal.

B. The GSA Standards of Conduct prescribe the fundamental rules of ethics in the conduct of Government business that are mandatory for all employees. The employee rights discussed above do not extend to conduct that interferes with the performance of duties, or violates the GSA Standards of Conduct.

C. All employees will receive a copy of and an initiation briefing on the Standards of Conduct preceding employment or promptly following assumption of duties. The Employer will inform all employees annually on the Standards of Conduct. Such notification may be conducted orally or in writing, and will include current information on additions, deletions, or changes to relevant regulations. Employees will be notified of the name and work telephone number of the official who can be contacted for additional or more detailed information.

D. Proposed changes to the Standards of Conduct developed by GSA will be submitted to the Union prior to implementation. The Union may request negotiations as appropriate in accordance with Article 9.

Section 3. Right to Representation

A. The employer recognizes that employees have the right to the representation and assistance of the Union. Employees may contact or meet privately with their Union representatives during duty hours for representational matters in accordance with Article 6 of this Agreement. The Union shall be given the opportunity to be represented at:

1. Any formal discussion between one or more representatives of the Agency and one or more employees in the unit or their representatives concerning any grievance or any Personnel policy or practice or other general condition of employment; or

2. Any examination of any employee in the unit by a representative of the Agency in connection with an investigation if:

A. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

B. The employee requests representation.

B. Supervisors should advise employees prior to the opening of a meeting if discipline or potential discipline will be the principle topic of discussion.

C. If the employee requests Union representation and a representative is not immediately available, the Employer will: 1) cancel the meeting, 2) delay the meeting for a reasonable period of time until representation can be secured, or 3) continue the meeting but assure the employee that discipline will not be taken based upon what is said at the meeting.

D. The Employer will issue a Notice once a year to all bargaining unit employees which informs employees of their rights under A2, above.

E. An employee with a grievance has the right to represent himself or herself alone or to be represented by the Union. No other option exists. The Agency will not recognize anyone other than the grievant or the Union during the negotiated grievance procedure.

Section 4. Timely and Proper Compensation

A. Employees are entitled to timely receipt of all wages earned by them for the applicable pay period. The Employer will make every effort to ensure that employee's wages are forwarded through direct deposit to designated accounts or that checks are sent by mail.

B. Employees may elect to either designate accounts for direct deposit or receive a check mailed to a specified address (not a work address). The purpose of direct deposit to designated accounts via Electronic Fund Transfer (EFT) is to ensure timely receipt of pay and to avoid lost checks. The Employer encourages maximum participation in EFT.

C. Employees wishing an exception to B, above, will follow the the procedures in GSA Order COM4281.1A dated March 30, 1987.

D. Pay and leave statements (GSA Form 975) will be distributed to all bargaining unit employees no later than close of business on the established payday.

E. If a bargaining unit employee fails to receive his/her payroll check on the established payday, or a transfer of Funds is not effected, the employee will notify his/her Supervisor and the Employer will notify National Payroll Center (NPC). An investigation will be initiated immediately and replacement of the missing or lost check/EFT will be pursued. Upon request, the Employer will prepare the necessary documentation for the employee's signature, which will be sent to NPC via overnight delivery.

Section 5. Access to Regulations

A. Employees have the right to review GSA regulations and directives concerning personnel policies and practices and matters affecting working conditions. such regulations may normally be reviewed in the personnel office during regular Working hours provided an appointment has been made with the appropriate official. Reasonable requests for a copy of documents which are immediately available will normally be granted.

B. Permission must be obtained from the immediate supervisor and arrangements made with the personnel office before the employee leaves the work station. normally an employee will be released as soon as possible when requested unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the employee will be released as soon as possible. An employee not on duty need only make arrangements with the personnel office.

C. Employees who do not have access to the personnel office may make arrangements with their supervisors to review regulations at their facility. Copies of personnel regulations not locally available will generally be provided by the personnel office.

D. Upon request, the personnel office will help an employee to identify and find a specific law, rule, regulation, or personnel policy. A copy of these documents will be furnished upon request, to the extent reasonable.

Section 6. Personnel Files

A. Employees shall be advised of the nature, purpose, and location of their Official Personnel Folder (OPF) and of their right of access to their OPFs.

B. Employees and their representatives, authorized in writing, will have the right to copy or to review their personnel records without cost, charge to leave or loss of pay. Employees have the right to prepare and submit for the record any statements they wish to make about information contained in their personnel files or in the automated Personnel Information Resources System (PIRS). If the employee alleges incorrect or an omission of information, the Employer will, upon verification, correct the record.

C. Employees may prepare and submit an SF 171-A Continuation Sheet for any change in duties or responsibilities, including those in their current positions.

Section 7. Supervisory Records

A. Official Records

Supervisors may keep records of employee performance and conduct for official use. Such records will be available for the employee's review upon request.

B. Supervisory Notes

Supervisors may also keep uncirculated notes solely for their own use as memory aids. Such notes are not under the control of GSA and are not subject to the provisions of the Privacy Act. Such notes may not be passed from one supervisor to another nor may they be used wholly or in part to support a performance rating or any personnel action.

C. Supervisory records and notes are to be destroyed in accordance with the Employer's retention schedule for documents.

Section 8. Complying With Orders

A. When an employee reasonably believes that an order or instruction violates any law, rule or regulation, the employee has the right to express those beliefs to the immediate supervisor. If the employee's supervisor determines that immediate compliance is not critical, the employee will be given the opportunity to confirm the order with the next level supervisor, provided that supervisor is immediately available. If the instruction is confirmed the employee will immediately comply. If the supervisor determines that compliance can not be delayed, or the next level supervisor is not available, the employee will immediately comply. This would not preclude the employee from subsequently raising the issue in accordance with the grievance procedure. After compliance, the employee shall have the right to document hi/her belief in writing and the supervisor shall initial the paper to acknowledge receipt. Both the employee and the supervisor will be given a copy.

B. Orders involving health and safety hazards will be addressed in accordance with Article 13, Occupational Safety and Health.

Section 9. Union Badges and Lapel Pins

A. A Union badge, button, lapel pin, cap, or patch may be worn by employees who do not have routine personal contact with the public or agency customers.

B. Except for uniformed employees of the Office of Federal Protection and Safety, employees with routine public or client contact may wear lapel pins that do not exceed 1/2 inch in diameter.

C. Employees may display items with the Union insignia or logo on their desks. Such displays will be within the normal decorum of the respective work area.

D. Designated and elected Union representatives may wear special, reasonably sized badges and/or display name plates at their desks indicating their status. Uniform requirements for Federal Protective Officers will be observed.

Section 10. Whistleblower Protection

A. It is a prohibited personnel practice to take or fail to take a personnel action with respect to an employee as reprisal for disclosing information which the employee reasonably believes evidences:

1. a violation of any law, rule, or regulation, or
2. mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

B. This is based on the provision that such disclosures are not specifically prohibited by law, regulations or executive order and that such information is not specifically required to be kept secret in the interest of national defense or the conduct of foreign affairs.

Section 11. Investigative Files

A. All files, including investigative and disciplinary files, will be maintained in accordance with applicable laws and regulations.

B. When a record is amended or destroyed in one record system, it shall be amended or destroyed in all systems subject to requirements of law and regulations.

C. Only official records shall be used in personnel actions affecting employees.

Section 12. Food Services

The Employer will provide, where profitable to vendors, food vending machines or access to food or beverage services for the convenience of employees. Employees will be provided access to a suitable lunch/break room area, where feasible. The Employer will attempt to locate these rooms convenient to clean-up areas, time clocks, swing/locker rooms.

Section 13. Searches

A. The Employer will not conduct a search of an employee's personal effects without permission except in conjunction with a formal investigation. However, employees should recognize that facilities provided at the work site (e.g., desks, file cabinets, computer files) are Government property, not personal effects.

B. Employees have a reasonable expectation of privacy in lockers furnished to them by the Government. Searches of employee lockers by management officials may be permitted only on the basis of reasonable suspicion, based on specific objective facts and reasonable inferences drawn from those facts.

C. Except in compelling circumstances, the Employer will make a reasonable effort to notify a bargaining unit employee in advance of searches by management officials conducted pursuant to an investigation of suspected misconduct. When it will not cause undue delay, the employee and a Union representative, when requested, may be present during the search.

Section 14. Communication with Congress

A. Employees have the right, either individually or collectively, to petition Congress or any member thereof, or to furnish representational information to either House of Congress, or any committee or member thereof.

B. Employees may contact the Union's legislative office in order to ascertain the status of civil service matters pending before Congress.

Section 15. Telephones

A. The use of GSA telephone services is limited to official business. Official business calls include emergency calls and calls that are in the best interest of the Government. A call may be considered as authorized in the best interest of the Government if it meets the following criteria:

1. It does not adversely affect the performance of official duties by the employee or the employee's organization,
2. It is of reasonable duration and frequency, and
3. It reasonably could not have been made at another time.

B. Examples of circumstances that fall under the above guidelines are as follows:

1. Calls to notify family, doctor, etc., when an employee is injured on the job.
2. An employee traveling on Government business is delayed due to official business or transportation delay and calls to notify family of a schedule change.
3. An employee traveling for more than one night on Government business in the U.S. makes a brief call to his or her residence (but not more than a average of one call per day).
4. An employee is required to work overtime without advance notice and calls within the local commuting area (the area from which the employee regularly commutes) to Advise his or her family of the change in schedule or to make alternate transportation or child care arrangements.
5. An employee makes a brief daily call to locations within the local commuting area to speak to spouse or minor Children (or those responsible for them, e.g., school or day care center) to see how they are.
6. An employee makes brief calls within the local commuting area that can be reached only during working hours, such as a local government agency or a physician.
7. An employee makes brief calls to locations within the local commuting area to arrange for emergency repairs to his or her residence or automobile.
8. An employee makes brief phone calls to a designated NFFE representative or Union established hotline.

C. Personal calls that must be made during working hours may be made over the commercial long-distance network if they fall under the guidelines in 15A above and are:

1. Charged to the employee's home phone number or other non-government number,
2. Made to an 800 toll-free number,
3. Charged to the called party if a non-government number, or
4. Charged to a personal credit card.

D. If it is determined that an employee has made telephone calls not authorized as above, reimbursement will be made only on the actual cost of the call without an additional administrative charge. Reimbursement does not preclude disciplinary action being taken.

ARTICLE 5 - USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Office Space and Facilities

A. The Employer will continue to provide office space where it has been doing so prior to the effective date of this Agreement. In addition, if any of the Union's National Council Officers do not have access to an existing office, the Employer will provide one in those regions. Each office to be occupied by one of the Union's National Council officers will be provided with normal office furniture. Normal office furniture will include a desk, a file cabinet, chairs and a typewriter.

B. If a National Council Officer is redesignated or reassigned in a different post of duty and the office must be relocated, the existing space will be relinquished by the Union and the Employer will provide comparable space at the new location as appropriate to the work site.

C. Each Union office will normally be in a location convenient to members of the bargaining unit.

D. The Union may negotiate for one additional office per region in any duty location where an office does not presently exist, will not be provided under A above, and there are at least 35 bargaining unit employees assigned to that duty location. These offices will be provided with normal office furniture. This does not apply to the NCR region, two Central Office regions and the region housing the National Council President.

E. Union representatives may utilize conference rooms for discussions with employees on an ad hoc basis. Union representatives will follow established procedures in order to schedule use of such facilities.

F. The Union may use conferences rooms for meetings during non-duty hours, following established scheduling procedures, and provided this use does not cause an additional expense to Management.

G. Upon request, a Union representative who does not have access to a union office will be provided with appropriate and adequate filing equipment.

Section 2. Telephones

A. The employer will continue to provide telephones where it has been doing so prior to the effective date of this agreement. Each office to be occupied will be provided with a telephone. Council Officers and local Union officials may use available agency telephone services (including FTS) for necessary communications in handling issues that arise between the Union and management. Agency telephone services will not be used for internal union business.

B. Union representatives will not be required to keep records of incoming or outgoing calls.

C. The Employer, upon request, will make suitable privacy arrangements for designated representatives to use a telephone for representation functions.

Section 3. Internal Mail Services

The internal mail distribution service of the Employer shall be available for reasonable use by the Union in connection with its representational duties and for recruitment. The availability of mail service does not include the United States mail and messenger service operated by the U.S. Postal Service, or the use of United States mail under the indicia.

Section 4. Bulletin Boards

A bulletin board, limited to NFFE's use, will be provided at each duty location of bargaining unit employees. In addition, the Union will be allowed to post its literature on bulletin boards used for non-official and social announcements where bargaining unit employees are located. If new NFFE bulletin boards are put up they will be glass enclosed.

Section 5. List of Employees

Upon request, but not more than quarterly, GSA will provide the Union with an up-to-date list of bargaining unit employees. The list will show full name, position title, grade, organizational assignment and date of entry on duty. To the extent possible, and subject to the availability of data in the Employer's data base, the list will be formatted

in accordance with the Union's request and may include current mailing code or other mailing information. If requested the information will be furnished on a floppy disk.

Section 6. PublicationsThe Employer agrees to provide access to Union representatives and employees to public information reference materials such as the GSA Administrative Manual, the Federal Personnel Manual, Position Classification Standards, and other publications available in GSA offices. Upon request, one (1) copy of GSARegulations dealing with personnel polIcies, practices and working conditions will be provided to the GSA Council.

Section 7. Parking

Parking is assigned in accordance with GSA and Federal Property Management Regulations. Subject to security and accessibility, parking by employees will be permitted during periods when official parking assignments are not in effect. Union officials visiting a facility may use visitor parking on an as available basis by contacting the facility manager, FPO, or guard. Where used, parking stickers will be provided.

Section 8. Other Facilities and Services

In accordance with Article 9, Section 4A, the Union may negotiate at the Regional level procedures for the use of copying machines and audio-visual equipment for representational purposes, subject to availability.

Section 9. Distribution of Literature

Subject to security and safety requirements, the Union may distribute informational literature on GSA premises in nonworking areas before and after work, during breaks and lunch periods.

Section 10. Use of Computers

If not being otherwise used for the Employer's business, union representatives may use computer equipment situated in their duty station or work site for representational matters. Such use is subject to security requirements and the provisions of Article 6.

ARTICLE 6 - OFFICIAL TIME

Section 1. Recognition

Management agrees to recognize NFFE National Headquarters Representatives, NFFE GSA Council Representatives, and other designated NFFE Union Representatives.

Section 2. Designation of Representatives

A. National Council President

1. For official time purposes, the Union may appoint one National Council President.
2. A reasonable amount of official time, up to 75% of the National Council President's tour of duty in any one month, shall be granted, subject to the provisions of this Article.
3. The National Council President shall serve as the contact point for management proposed changes in conditions of employment affecting more than one region and/or the entire agency.

B. Regional Vice Presidents

1. For official time purposes, the Union may appoint one Regional Vice President from each of the following jurisdictions:

Central Office

Federal Supply Service in Washington, DC metropolitan area outside of the headquarters building

National Capital Region

Region 3

Region 4

Region 5

Region 6

Region 7

Region 9

2. The Regional Vice President shall be a union member within the jurisdiction in which he/she has been appointed, unless the Parties mutually agree otherwise.

3. A reasonable amount of official time, up to 40 percent of the Regional Vice President's tour duty in any one month, shall be granted, subject to the provisions of this Article.

4. The Regional Vice President shall serve as the contact point for management proposed changes in conditions of

employment affecting only the jurisdiction he/she represents.

C. The Union may combine the positions of National Council President or Regional Vice Presidents with other positions. However, an individual appointed to more than one position identified in this Article will be entitled to use the bank of official time allotted to the highest position held.

D. Local Union Representatives and Stewards

1. The Union will designate one union representative at each location where NFFE maintains a local organization for the purpose of dealing with management on changes in local conditions of employment.

2. The Union may appoint stewards at duty locations employing unit employees as follows:

a. No more than one representative will be appointed per second level supervisor.

b. Generally, representatives will not be assigned representational duties outside of the duty location or organization in which they perform their official duties.

c. As a general rule, each representative will represent 35 employees except at duty locations with small complements of employees, where there are groups of employees with widely divergent occupations and working conditions, or where more than one shift is in effect.

3. A reasonable amount of official time, up to 15 percent of the representative or stewards's tour of duty in any one month, shall be

granted, subject to the provisions of this Article.

4. Recognizing the responsibility of the Union to appoint stewards at locations specified above, reasonable use of another union official/steward will be allowed in the absence, unavailability, or conflict of interest of the appropriate designated representative provided the nearest available steward/official is used.

E. National Headquarters Representatives

The Employer shall allow representatives of NFFE headquarters

reasonable access to its facilities for the purpose of carrying out the functions prescribed by this Agreement and the intent of the Statute. National representatives must obtain prior approval from the Employer before entering its work areas and will abide by applicable rules and regulations.

Section 3. Use of Official Time

A. It is understood and agreed that the percentages specified in Section 2 are maximums and are not to be considered as automatic grants of official time.

B. Official time will only be granted for periods during which the representative would otherwise be in a duty status.

C. Subject to the provisions of this Article, official time may be granted for performance of the following representational activities. Such time is subject to the percentage limitations established in Section 2.

1. Representing employees and/or the Union in a grievance or arbitration filed under Article 7 of this Agreement. This includes attendance at grievance meetings.

2. Representing employees in meetings with the appropriate management officials concerning statutory appeals those employees have filed, when requested by the employee.

3. Representing the Union at union initiated meetings with management.

4. Receiving employee complaints and grievances relating to working conditions.

5. Receiving and reviewing management proposals for changes in conditions of employment of bargaining unit employees.

6. Maintenance of union office hours by the National Council President and Regional Vice Presidents. Such office hours shall be mutually agreed upon by the Council Officer and his/her supervisor, to a total not to exceed 12 hrs/wk for the National Council President and 5 hrs/week for any Regional Vice President.

7. Preparation of proposals for negotiations.

8. Presentation of training on the National Agreement in accordance with Article 18, Section 10.

9. Contacting members of Congress, their staff or committees on representational matters.

D. Union representatives who represent bargaining unit employees before the FLRA, MSPB or EEOC shall be authorized official time for such purposes as determined by these authorities. This official time is not subject to the limitations established in Section 2 of this Article.

E. Union representatives shall be granted official time not subject to the limitations in Section 2 of this Article to represent the Union at formal discussions per 5 U.S.C. 7114(a)(2)(A), to accompany inspectors on safety and health inspections conducted in accordance with Article 13, to testify at local wage survey committee hearings for the purpose of presenting facts or views on a wage survey affecting unit employees and/or to participate in surveys as data collectors when officially requested to do so, and to represent the exclusive representative during any examination of an employee per 5 U.S.C. 7114(a)(2)(B).

F. Union representatives, in equal numbers to management representatives involved in negotiations, shall receive official time for time spent in negotiations, including attendance at impasse proceedings. This official time is not subject to the limitations established in Section 2 of this Article. This provision does not apply to time spent in preparation for negotiations.

G. Official time may be used for union sponsored labor relations training which is of mutual benefit to the Parties and approved in advance by the Employer. Recognized representatives of the Union may use up to 32 hours in the first calendar year under this contract and 24 hours in any calendar year thereafter for such training. Requests for such time must be submitted two weeks in advance and include a copy of the agenda, if available, or a written

description which gives the subject matter, the duration, purpose and nature of the training. This official time is not subject to the limitations established in Section 2 of this Article.

H. Union representatives requested to attend management initiated meetings will be authorized official time to attend. This official time is not subject to the limitations established in Section 2 of this Article.

I. If a Union representative demonstrates a legitimate need for additional time, management will grant such additional time that is reasonable, necessary, and in the public interest. The representative will submit the request to the supervisor in writing prior to using additional official time.

J. Time shall not accumulate from one representative to another nor from month to month. If a representative acts for another representative receiving official time, the acting representative will be using the time allotted for the position of the absent representative.

K. All Union representatives shall document their use of official time on the negotiated form contained in Appendix C [Link](#) of this Agreement. The form will be initialed by both the representative and the supervisor each time official time is used. The official copy of the form will be maintained by the supervisor and a copy by the representative. No later than the fifth (5th) work day following the accounted for month the representative and the supervisor shall review the forms for accuracy.

Section 4. Release to Perform Representational Duties

A. When a representative needs official time to perform his/her duties it will be requested on an individual case by case basis. All requests for the use of official time must be approved by the representative's supervisor prior to the representative leaving his/her work location.

B. The representative will inform his/her supervisor of the approximate amount of official time that will be needed, the location where the representative will be performing the representational duties and a general description of the duties (e.g. employee complaints, ULP, investigations). If the representative requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for additional time.

C. Normally a representative will be released when requested unless work conditions require his/her presence on the job. When release cannot be accomplished immediately, the representative will be released as soon as possible.

D. If a visit to a bargaining unit employee at another location is required, the representative must obtain prior permission from the supervisor of the employee before entering.

E. The representative will inform his/her supervisor upon return to his/her official duties. If the supervisor is absent, the representative will leave a note documenting the time of return.

F. Supervisors and union officials will continue to cooperate in scheduling the use of official time so as to best meet the needs of the agency for customer service and the needs of the Union to provide representation to the bargaining unit.

Section 5. Lists of Representatives

A. The National Council President and each Regional Vice President will provide his/her management counterpart with a list of designated Union representatives. These lists will include the effective date when each designated representative is appointed. The list will include each representative's name, duty station, and telephone number. In addition, the respective union official will advise the appropriate management official of any deletions, additions, or changes two days in advance of the effective date.

B. In a situation requiring the Union to designate a change of representative in less than the two day notice period, the Union official will notify the labor relations officer.

C. Within 30 days of the effective date of this Agreement, union officials referred to in Section 5A above will provide a current listing of union representatives to the appropriate management officials.

Section 6. Bargaining Unit Employees

A. Employees who are members of the bargaining unit, but who are not designated union representatives may be authorized a reasonable amount of time to meet with their union representative to discuss a pending or potential grievance.

B. Employees who are members of the bargaining unit but who are not designated Union representatives, and designated union representatives acting in a personal capacity, may be authorized a reasonable amount of time to prepare and present personal grievances filed under the provisions of Article 7 of this Agreement.

C. Time granted under this Section will be authorized only for periods during which the employee is otherwise in a duty status.

D. Employees must obtain prior approval from their supervisor before using such time. The employee must inform his/her supervisor where he/she will be and the approximate amount of time required.

E. Requests for use of time to contact a union representative will normally be granted provided that no urgent workload or emergencies exist. In the event that urgent workload or emergencies preclude release at the time requested, the supervisor will release the employee as soon as feasible.

F. Employees will inform their supervisors upon return to official duties.

1. If the supervisor is absent, the employee will leave a note documenting the time of return.

2. If the employee requires more official time than originally approved by the supervisor, he/she will contact the supervisor to obtain approval for additional time.

ARTICLE 7 - GRIEVANCE PROCEDURES

Section 1. Purpose

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievances for bargaining unit employees and the Parties. It will apply to all matters defined below whether or not specifically addressed in this Agreement.

Section 2. Definition

Grievance means any complaint;

- by any bargaining unit employee concerning any matter relating to the employment of the employee,
- by the Union concerning any matter relating to the employment of any bargaining unit employee, or
- by any bargaining unit employee, the Union, or the Employer concerning 1. the effect or interpretation, or a claim of breach of this agreement, or 2. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. Policy

Most grievances arise from misunderstandings which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and Union agree that every effort will be made by management officials, the Union, and grievant(s) to settle grievances at the lowest possible level. It is understood by the Employer and the Union that the initiation of a grievance in good faith by an employee should not cast any reflection on his/her standing with his/her supervisor and his/her loyalty to the organization, nor should the grievance be construed as a reflection on the employee's supervisor.

Section 4. Exclusions

Complaints, appeals and grievances on the following matters are excluded from the scope of this procedure:

- A. A violation relating to prohibited political activities;
- B. Retirement, life insurance or health insurance;
- C. A suspension or removal for national security reasons;
- D. Any examination, certification or appointment;
- E. Classification of a position which does not result in reduction in pay or grade for the employee;
- F. Personnel action as the result of a reduction-in-force;
- G. Separation of a probationary or trial period employee; or
- H. Any other separation action not appealable to MSPB.

Section 5. Grievance Requirements

The Parties agree that all grievances when first presented in writing must set forth the following:

- A. The issue or occurrence giving rise to the grievance;
- B. Whether a meeting is requested;
- C. The provision(s) of law, regulation, or this Agreement which allegedly has been misinterpreted, misapplied or violated;
- D. All relevant evidence and information; and
- E. The relief sought, which must be personal to the grievant.

Section 6. Available Procedure

This will be the only procedure available to bargaining unit employees for the processing and disposition of grievances as defined in Section 2, above, except when the employee has a statutory right of choice between this procedure or a statutory appeal procedure, i.e., adverse actions resulting from unacceptable performance under 5 U.S.C. 4303 or misconduct under 5 U.S.C. 7512 or prohibited personnel practice under 5 U.S.C. 2302(b)(1). In those matters where the statutory choice exists, the employee exercises that choice for the grievance procedure

when the grievance is submitted in writing to the designated management official or for the applicable statutory appeal procedure when submitted in writing to the appropriate official.

Section 7. Representation

A. Upon request by an employee(s), or at its own initiative, the Union may conduct informal investigations necessary to determine whether a grievance should be filed. All Parties will comply with the Privacy Act and other applicable laws and regulations.

B. When an employee wishes the Union to represent him/her in a grievance, the employee will submit a signed statement to that effect to the Union. The Union will forward that statement, along with the name of the designated Union representative for the case, to the appropriate management official. Thereafter, all official communication will be between the Employer and the designated Union representative.

Section 8. Time Limits

Time limits in this Article may be extended by mutual consent of the Parties. Reasonable requests will normally be granted. The Parties agree to respond to the grievance within the time frame allowed. However, if the Parties are unable to do so, the reason for the delay will be stated and an extension of the time limits may be agreed to. Failure by the grievant to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance. Failure of the responding official to meet time limits, or to request and receive an extension of time, shall entitle the grievant to process the grievance to the next step.

Section 9. Employee Procedure

Many problems can be solved informally, that is without resorting to the formal grievance procedure. Employees and Union representatives are encouraged to discuss the concerns with the immediate supervisor prior to submitting a formal grievance.

A. Step 1.

1. All employee grievances, except as provided in Section 9A2, below, and Article 14 Section 12A, must be raised with the immediate supervisor. The employee must raise a grievance with the immediate supervisor in writing within thirty (30) days after the incident giving rise to the grievance or within thirty (30) days after he or she should have become reasonably aware of the incident.
2. A grievance over a disciplinary action must be raised with the management official rendering the decision imposing discipline within thirty (30) days following delivery of the decision. If such grievance is filed at a level higher than the immediate supervisor, it will be considered to be a Step 2 grievance. If such grievance is filed with the Regional Administrator or a Head of Central Office Service, it will be considered a Step 3 grievance.
3. If the immediate supervisor does not have authority to resolve the matter, the supervisor will refer the grievance to the appropriate higher level management official.
4. The supervisor or higher level management official will respond in writing within fifteen (15) days after the employee raises the grievance.

B. Step 2.

1. An appeal of the decision at step 1 must be presented in writing to the next higher level supervisor within fifteen (15) days after receipt of the step 1 response or within fifteen (15) days after the end of the step 1 official's response period.
2. In conjunction with submitting the formal grievance, the employee can request a meeting to discuss the grievance. The Step 2 official or designee shall arrange a meeting within fifteen (15) days of receipt of the grievance. If a meeting is held, the official will respond within fifteen (15) days after the meeting. If a meeting has not been requested, the official will respond within fifteen (15) days after receipt of the grievance. The Step 2 official or designee will issue a decision in writing, either granting, modifying, or denying the relief requested. The decision will notify the employee of the name and location of the Step 3 official with whom to proceed if the requested relief is not granted. A copy of the grievance may be sent to the Head of the Central Office Service or Regional Administrator if a designee is named.

C. Step 3

1. An appeal of a decision in Step 2 must be submitted in writing to the Head of the Central Office Service, or to the Regional Administrator or their designees as identified in the Step 2 decision within fifteen (15) days of receipt of the Step 2 response or within fifteen (15) days of the end of the supervisor's response period.
 2. If a meeting is requested it shall be held within fifteen (15) days of receipt of the grievance at Step 3.
 3. If a meeting is held, the official will respond within fifteen (15) days after the meeting. If a meeting has not been requested, the official will respond within fifteen (15) days after receipt of the grievance. If the relief requested is not granted, arbitration may be invoked in accordance with Article 8.
- D. The official hearing a Step 2 or Step 3 grievance will not have issued a decision at an earlier step.

Section 10. Group Grievances

A. A group grievance is a grievance filed by the Union on behalf of a large number of bargaining unit employees, under different immediate supervisors, involving the same facts and the same issue(s). Grievances on behalf of several bargaining unit employees all under the same supervisor should be filed with the appropriate official in accordance with Section 9.

B. A group grievance involving more than one supervisor will be filed by the Union at step 2 or step 3 as appropriate in accordance with Section 9. Step 3 is appropriate if there is more than one second level supervisor involved.

Section 11. Institutional Grievances

A. An institutional grievance is a grievance filed by the Union or the Employer on its own behalf in its institutional capacity at the regional or local level.

B. Procedure

1. The Union or the Employer shall raise the grievance in writing within thirty (30) days of the incident giving rise to the grievance, or within thirty (30) days after the grieving party becomes aware or should have reasonably become aware of the matter out of which the grievance arises. The grievance shall be filed with the appropriate Central Office or Regional Labor Relations Officer (RLRO), or Regional Vice President (RVP). 2. Any matters or issues not contained in the written grievance will not be considered by the arbitrator. If requested, the issue will be discussed informally by the Parties within fifteen (15) days of receipt of the grievance. Such discussions may be held by telephone if the Parties are at different geographical locations.

3. A decision will be issued within thirty (30) days of receipt of the grievance or the date of the discussion, whichever is later.

4. If the grievance is not resolved, arbitration may be invoked in accordance with the provisions of the Arbitration Article.

Section 12. National Level Grievances

A. Issues of national scope must be raised with the Employer's representative at the National level by the Council President or his or her designee, or with the Council President by the Employer's representative at the National level. The grievance must be presented within thirty (30) days of the incident giving rise to the grievance or within thirty (30) days after the grieving party becomes aware or should have reasonably become aware of the matter out of which the grievance arises.

B. Any matters or issues not contained in the written grievance will not be considered by the arbitrator.

C. The Parties will meet or discuss the issue by telephone within thirty (30) days after receipt of the grievance. The responding Party will reply in writing within thirty (30) days of the meeting or discussion. In the event that satisfactory resolution is not achieved, the grieving Party has the right to refer the matter to arbitration in accordance with the provisions of the Arbitration Article.

Section 13. Grievances over Interpretation of the Agreement

A. Grievances arising over the interpretation of the language in this Agreement which are not resolved at the local or regional level must be submitted to the Parties at the National level for resolution.

B. Once a grievance has been submitted to the National level under A, above, Parties at the local or regional level may not proceed to an arbitration hearing until the grievance has been settled or released by the National Parties. The National Parties will settle or release the grievance within 30 days, unless mutually agreed otherwise.

Notification procedures for invoking arbitration in accordance with Article 8, Section 2 of this Agreement will continue to apply.

ARTICLE 8 - ARBITRATION

Section 1. Basis for Appeal

If the remedy requested is not granted in the final step of the grievance procedure in accordance with Article 7 the Union or the Employer may invoke arbitration. Only the Union or the Employer may invoke arbitration.

Section 2. Notification

A. The Union must notify the appropriate Labor Relations Officer of an appeal submitted pursuant to Section 1, above, within 30 days of receipt of the decision at the final step of the grievance procedure or within 30 days of the end of the supervisory response time limit. Notification in writing must be postmarked by certified mail and return receipt requested by the 30th day or hand delivered no later than close of business on the 30th day.

B. The Employer will notify the appropriate Union official in accordance with the procedures in paragraph A, above.

Section 3. Statement of Issue

The Parties shall communicate in advance of the arbitration hearing in an attempt to agree on a joint submission of the issue(s) for arbitration. If the Parties fail to agree on a joint submission, each Party will prepare a statement of what it believes the issue(s) to be. The Parties will exchange these statements of the issue(s) at least five (5) days

in advance of the scheduled arbitration hearing date. The arbitrator will have final authority to determine the issue(s) to be decided.

Section 4. Selecting the Arbitrator

A. Within fourteen (14) days from the receipt of the request, the Parties shall meet and attempt to select an arbitrator. When arbitration is invoked by either Party, the Parties will submit a joint request to the Federal Mediation and Conciliation Service and/or the American Arbitration Association for a list of five (5) impartial persons qualified to act as arbitrator. If either Party refuses to participate in the submission, the other Party will make the request. Within fifteen (15) calendar days after receipt of such list the Employer and the Union shall meet to select an arbitrator. If the Parties cannot agree on an arbitrator from the list, each Party shall strike one name in turn from the list. The determination of which Party shall strike first from the list will be determined by the flip of a coin. After each Party has struck two names from the list, the remaining person shall serve as the arbitrator. If either Party refuses to participate in the selection process, the other Party will make a selection of an arbitrator from the list.

B. This provision does not prohibit the Parties from mutually agreeing on an arbitrator or panel of arbitrators through other mutually agreeable procedures.

Section 5. Arbitration Hearing

A. Upon selection of the arbitrator in a particular case, the respective representatives for the Parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The Parties will endeavor to schedule the hearing within thirty (30) days after arbitration is invoked.

B. Arbitrators will render a decision within thirty (30) days of the date of hearing or receipt of post hearing briefs unless agreed otherwise by the Parties.

C. Arbitration hearings will be held on the Employer's premises or grievant's post of duty when practicable, or at any site mutually agreed to by the Parties.

D. Normally arbitration awards will be implemented within 30 days of the decision or as the arbitrator directs. The arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority. An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.

E. Stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and a hearing would serve no purpose. In this case, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

F. The Parties may mutually agree to extend any time limits.

G. Either Party may submit a post hearing brief. The arbitrator will determine the date the briefs will be due.

Section 6. Bargaining History

Bargaining history testimony and/or affidavits in connection with bargaining history may not be used in an arbitration hearing unless one of the Parties has notified the other in writing at least 15 calendar days prior to the hearing of its intent to use such testimony and/or affidavits.

Section 7. Arbitrability Determinations

The arbitrator shall have the authority to make all arbitrability determinations and will be required to make arbitrability determinations prior to addressing the merits of the original grievance. Either Party may require a separate hearing on the arbitrability issue before a hearing is held on the merits of the original grievance. The Party seeking the separate hearing will be responsible for the arbitrator's entire bill for the arbitrability hearing. If two hearings are held, separate arbitrators shall hear the arbitrability issue and the grievance issue, unless the Parties mutually agree otherwise.

Section 8. Authority Of The Arbitrator

A. The Employer and the Union agree that the jurisdiction and authority of the arbitrator will be confined exclusively to the grievance as stated on the record.

B. An employee who is found to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the employee's pay, allowances, or differentials is entitled on correction of the personnel action to receive back pay in accordance with the Back Pay Act.

C. The arbitrator may award reasonable attorney fees in accordance with 5 U.S.C. 7701(g). The arbitrator will have the authority to rule on the reasonableness of the requested award.

D. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify terms of this Agreement, or applicable laws, rules or regulations. E. Any award may not include assessment of expenses against either Party other than as agreed to in this Agreement.

Section 9. Arbitration Fees and Assessments

The Parties will each pay one-half of the regular fees and expenses of the arbitrator hearing a case assigned to him/her.

Section 10. Transcripts

- A. The need for verbatim transcripts shall be determined by the Parties on an ad hoc basis. If the Parties agree that a transcript is necessary, the arbitrator and each Party will be provided a copy. The costs of mutually agreed to transcripts will be borne equally by the Parties.
- B. If one Party elects to obtain verbatim transcripts without the agreement of the other Party, the Party requesting the transcript will bear the cost of the transcript and must provide a copy to the arbitrator. If at a later date the other Party should desire a copy of the transcript they agree to split the fees, including court reporter and duplication costs.
- C. When either Party elects a verbatim transcript, it will be made by an authorized court reporter.

Section 11. Witnesses

- A. The grievant(s) and any employee called as a witness will be excused from duty to the extent necessary to participate in the official proceedings.
- B. The Parties will exchange lists of witnesses at least five (5) days in advance of the hearing.

Section 12. Filing Exceptions

- A. Either Party may file exceptions to an award with the Federal Labor Relations Authority.
- B. An aggrieved employee may seek judicial review of the arbitrator's decision on matters that could have been appealed to MSPB under 5 U.S.C. 7121 (e) (1) within thirty (30) days beginning on the date the award is served on the Party.

ARTICLE 9 – NEGOTIATIONS

Section 1. Governing laws, regulations, and other provisions

- A. In the administration of all matters covered by this Agreement, officials and employees shall be governed by existing or future laws, existing government-wide regulations and future government-wide regulations that do not conflict with the terms of this Agreement.
- B. If a future law requires a change in this Agreement or other agreements between the Parties, the change will not be implemented until Management fulfills its obligation to inform the Union and offers the Union the opportunity to bargain in accordance with this Article.
- C. Regulations issued by GSA governing negotiable conditions of employment, in effect on the date this Agreement becomes effective, remain in effect unless modified by the terms and conditions of this Agreement or future negotiations.
- D. Past Agreements and Practices
 - 1. Past Written Agreements
 - a. This Agreement shall supersede all provisions in the terms and conditions of previously negotiated agreements and memorandums of understanding between NFFE and GSA, at the national level, unless mutually agreed otherwise.
 - b. Regional and local supplements and memorandums of understanding that conflict with the terms and conditions of this Agreement, laws, or Government-wide regulation are null and void as of the effective date of this Agreement. Otherwise, such agreements continue until changed through negotiations or otherwise in accordance with this article.
 - 2. Past Practices.
 - a. As of the effective date of this Agreement, all past practices that conflict with law, rule or Government-wide regulation are null and void.
 - b. All past practices that conflict with the terms and conditions of this Agreement are null and void.
 - 3. Other past practices shall not be abridged as a result of not being enumerated in this Agreement.
- E. The Parties are obligated to provide representatives at the level of bargaining who are authorized to negotiate and enter into agreements on all matters within the scope of bargaining.

Section 2. National Term Negotiations

- A. This Agreement shall constitute the sole term agreement between the Parties, subject to:
 - 1. Reopening by mutual agreement;
 - 2. Any amendments required mid-term as a result of changes in law.
- B. This Agreement can be supplemented by the following:
 - 1. National supplements under Section 3 as a result of changes in working conditions initiated by the Employer pursuant to its reserved management rights;
 - 2. National supplements under Section 3 as a result of negotiations covering subjects not addressed by this Agreement and not clearly waived during term negotiations. Each Party shall have the right to Initiate such negotiations one time during the life of this Agreement at any time after the first anniversary of the effective date.
 - 3. Regional and local supplements under Section 4 of this Article.

Section 3. National Mid-term Negotiations

A. National consultation. The Employer accords the Union national consultation rights in accordance with the Federal Labor Relations Statute. Matters sent out under national consultation will be sent to NFFE headquarters and the National Council President.

B. Prior to implementing national or multi-regional changes in personnel policies, practices or matters affecting conditions of employment, the Employer will notify the National Council President, or his/her designee.

C. Upon receipt of the final version of GSA proposed changes, the Union may within 10 days request negotiations concerning the proposed change. The Union will submit proposals on the proposed change in writing within 15 days of receipt of the notice. Failure to make a timely request to negotiate or timely provide proposals in writing shall be deemed to constitute acceptance of the changes by the Union. The date for submission of written proposals may be extended by mutual agreement.

D. Upon receipt of the Union's request to negotiate and written proposals, the Parties shall communicate with each other to establish a mutually agreeable date to commence negotiations. The parties will endeavor to commence negotiations within ten (10) days of receipt of the Union proposals. Negotiations may take place through written exchange of proposals or via telephone by mutual agreement.

E. Changes that are negotiated or agreed to pursuant to this section shall be duly executed by the Parties and shall become an integral part of this Agreement and subject to all of its terms and conditions.

F. By mutual agreement of the National Parties, negotiation concerning impact and implementation of national mid-term changes may be deferred to the regional level for negotiation.

G. Council initiated proposals under Section 2 B 2 , above, shall be submitted to the Employer's representative at the National level.

Section 4. Regional and Local Negotiations

A. In addition to mid-term changes addressed in Section B and C, below, the Regional Parties are also authorized to negotiate on the following specific subjects:

1. Labor-Management Committees;
2. Procedures for submission of Union recommendations on Regional incentive and suggestion awards programs;
3. Procedures for submission of Union recommendation on new employee career development training programs implemented regionally;
4. Procedures for reviewing model performance standards developed or modified regionally;
5. Procedures for use of available copying machines and available audiovisual equipment for representational purposes. This does not include membership solicitation;
6. Union offices, if appropriate under the Facilities and Services Article;
7. Alternative schedules in accordance with Article 34;
8. Training for Union officials on OSHA and alcohol and drug abuse programs;
9. Outplacement for employees adversely affected by reduction in force;
10. Day care facilities under the exclusive control of GSA;
11. Representation on multi-agency day care committees or Boards of Directors to the extent that such committees or boards are under GSA control;
12. Yearly review of smoking policy;
13. Determination of local situations when environmental differentials are payable in accordance with FPM Supplement 532-1 S8-7g(3), including personal protective devices.

B. The Union will be advised at the regional level of proposed changes in personnel policies, practices and working conditions arising out of, initiated by or under the control of a GSA Region which are not national in scope. Negotiations resulting from such changes will be conducted by the Parties' regional representatives in accordance with the Federal Labor-Management Relations Statute.

C. The Union will be advised at the local level of proposed changes in personnel policies, practices, and working conditions initiated by local managers or initiated at a higher level but only affecting the local level (i.e. a reduction-in-force). Negotiations resulting from such changes will be conducted by the Local Parties.

D. Agreements negotiated below the national level are subject to the following requirements:

1. Such agreements may not change or amend the terms of the National Agreement or its national supplements.
2. Agreements resulting in a formal written supplement to this Agreement must be forwarded to the National Parties for review and will be subject to Agency head approval in accordance with 5 U.S.C. 7114(c).

E. Upon receipt of notice of a regional or local change, the Union may within five (5) days request negotiations concerning the proposed change. The Union must submit written proposals on the topic to be negotiated within 10 working days of receipt of the notice. Failure to make a timely request to negotiate or to timely provide proposals in writing shall be deemed to constitute acceptance of the changes by the Union. The Parties may mutually agree to extend the time limit for submission of proposals. The Parties will endeavor to commence negotiations within five (5) days of receipt of the Union's proposals.

Section 5. Resolution of Disputes

A. Disputes involving Subject Matter. If the Regional representatives disagree as to whether a subject is proper subject matter for a supplement, the matter shall be referred in writing to the Parties at the National level for resolution. If the Parties at the National level cannot resolve the dispute, either Party may refer the issue to an arbitrator for a decision on the interpretation of the National Agreement as it applies to what is proper subject

matter for supplementary agreements.

B. Negotiation Disputes.

1. If the respective regional representatives fail to reach agreement after negotiations on issues that are proper subject matter for negotiation, the dispute shall be referred to the Parties at the National level for resolution. Disputes at the local level will be referred to the Regional Parties for resolution before referral to the National Parties.

2. If the Parties at the National level reach an impasse either Party may then seek the services of the Federal Mediation and Conciliation Service or Federal Service Impasses Panel, or if the issue involves a negotiability question it can be appealed in accordance with FLRA regulations.

Section 6. Duration of Supplements

All supplements shall be a part of and subject to the terms and conditions of the National Agreement and shall simultaneously terminate with the National Agreement.

Section 7. Expeditious Negotiations

The Parties will cooperate fully in ensuring that any bargaining obligations are completed in an expeditious manner.

Section 8. Retention of Rights

Unless specifically modified by this Agreement, or clearly and unmistakably waived during negotiations, each Party retains all other rights in accordance with applicable laws and regulations.

ARTICLE 10 - INCENTIVE AWARDS AND PRODUCTIVITY

Section 1. Purpose and Policy

The Parties agree that substantial benefits and enhanced productivity will accrue through an Incentive Awards Program and Employee Suggestion Awards Program which objectively recognize and financially reward employee accomplishments:

- a. The Union and Employer agree to encourage employees to participate in these programs.
- b. The Employer agrees to provide incentives and awards for employees who are honored under these programs for either Their performance, or the adoption of their suggestions or recommendations.

Section 2. Types of Awards

Employees may review applicable GSA Directives concerning types of monetary and non-monetary awards and the criteria for such awards.

Section 3. Performance Award Criteria

- A. The Employer will apply awards criteria to unit employees in a fair and equitable manner.
- B. Upon request, the Union will be provided a copy of the GSA Form 1291 and the written justification (or other awards recommendation document) if required in connection with representation duties.
- C. The Employer will present awards before an audience of employees who have regular and frequent work-related association with the recipient of the award. The union will be notified prior to the presentation.
- D. The Employer will give the Union a copy of its annual awards report upon request. The Employer will provide the Regional Vice President with a copy of the regional awards report for the preceding year upon request.

Section 4. Employee Suggestion Awards

- A. The Parties agree to encourage employees to submit suggestions under the Employer's Suggestion Program. Suggestions will be considered in a fair and equitable manner and decided by persons with experience relative to the suggestion.
- B. Suggestion will be processed expeditiously and, if approved, the award will be processed expeditiously.
- C. Rejections of employee suggestions will be written and contain the reason for the rejection. An employee can request a reconsideration by a management official at a higher level than the one issuing the notice. Rejection notices will include the name and location of the appropriate management official to whom an appeal can be directed. If a suggestion is later adopted within the two-year award entitlement period, the suggesting employee will be compensated.

Section 5. Suggestion Submission Procedure

The Employer's suggestion form will be made readily available at work sites. The Employer will acknowledge receipt of suggestions by notifying the suggesting employee within ten (10) workdays. If a decision has not been reached within ninety (90) days of submission, the Employer will provide a written reason for the delay.

ARTICLE 11 - THE EMPLOYEE ASSISTANCE PROGRAM

Section 1. Purpose

The Employee Counseling Services Program (ECSP) is established to provide counseling, assistance, treatment, and rehabilitative services to employees who are experiencing problems that contribute to unsatisfactory performance or conduct. This program will provide a procedure to deal fairly and effectively with these problems while also properly recognizing the employee's right to privacy and the Employer's need to maintain a productive work force. Guidelines for establishing, operating, and providing an ECSP are contained in GSA Order OAD 9700.1.

Section 2. Program Objectives

The Employer will maintain an ECSP within the requirements of applicable law, regulations and guidelines. The objective of the ECSP is to ensure that employees with alcohol or other drug abuse or emotional problems receive every reasonable opportunity for treatment and rehabilitation. Other problems affecting job performance, such as financial, legal, or personal problems, may be addressed under this program.

Section 3. Sick Leave

- A. An employee who participates in the ECSP and who decides to undergo a prescribed program of treatment which will require absence from work will be granted sick leave for treatment or rehabilitation in accordance with the same criteria used for granting sick leave to an employee affected with any other illness.
- B. Employees authorized to attend ECSP training presentations will not be charged leave.

Section 4. Notification to Employees

The Employer shall notify employees of the existing ECSP annually. The notification shall include a statement of the purpose of the program and the telephone number of program counselors. The Employer shall post a copy of the notice on official bulletin boards.

Section 5. Corrective Discussion

- A. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance he/she will discuss the apparent difficulties with the employee.
- B. If the employee is unable to correct his/her job performance difficulties through his/her own efforts, the supervisor will arrange for referral to the ECSP, who will offer the employee confidential assistance and services that are available.
- C. Supervisors should not discuss the possibility of a drug or alcohol problem with an employee, but will refer the employee for assistance, except:
 - 1. when an employee does not appear to be in full control of his/her faculties;
 - 2. when the employee is apparently involved in illegal activities related to drugs.In the case of (1) and/or (2) above, other appropriate actions including possible disciplinary actions will be taken.
- D. The focus of corrective discussions by supervisors is restricted to the issue of job performance or conduct, and the possible job-related consequences. In the course of a corrective discussion, the supervisor should give the employee a clear, positive statement pointing out all the evidence which indicates that a job performance or conduct deficiency is involved and should emphasize the consequences of continued deficiency. If following the corrective discussion it is felt that the employee should be referred for further counseling, prompt referral will be made by the supervisor.

Section 6. Representation

If an employee reasonably believes disciplinary action may be taken as a result of the corrective discussion, he or she may request to have a Union representative present at the discussion.

Section 7. Counseling the Employee

If, following the corrective discussion, the supervisor, the employee, or the representative feel that the employee should be referred for further counseling, it will be arranged as expeditiously as possible. At the counseling session with the employee, the counselor will:

- A. Explain the function of the program and the benefits available in detail;
- B. Emphasize that help for the existing problem is covered under the ECSP and will be on a confidential basis;
- C. Emphasize the penalty for unsatisfactory job performance and attendance;
- D. Set up an appointment with a qualified alcohol or drug abuse counselor or other resource person, if appropriate.

Section 8. Disciplinary Action

- A. The fact that an employee is an admitted or suspected drug or alcohol abuser does not in any way provide

immunity to formal disciplinary action.

B. When an employee who is the subject of disciplinary proceedings requests assistance under this program, the following will apply:

1. Management has the right to proceed with the action immediately if the employee's misconduct or deficiency is not related to the alcohol or drug abuse problem, or if the employee's problem cannot be reasonably accommodated, or if the employee refused to enter a program under Section 7 of this Article before the incidents giving rise to the discipline occurred.

2. In other circumstances, disciplinary action will be held in abeyance if the employee enters an appropriate rehabilitation program and permits the counselor and/or rehabilitation program officials to report to management on the employee's attendance in the program, and if the employee is making observable progress in conduct and/or performance on the job.

3. Discipline held in abeyance may be taken if:

A. the employee fails to enter a rehabilitation program;

B. while in a program the employee has a lapse in the observable progress in conduct or performance (in such circumstances the degree of discipline taken will be appropriate to achieve the purpose intended by the disciplinary action);

C. having participated in a program, the employee's performance or conduct does not improve to a satisfactory level.

ARTICLE 12 - MEDICAL DETERMINATIONS AND DISABILITY RETIREMENT

Section 1. Conditions for Application

The Employer will not initiate a retirement for medical reasons unless the conditions set forth in the appropriate OPM regulations are met.

Section 2. Procedures

The Employer will adhere to OPM regulations in processing Agency initiated retirement applications.

Section 3. Reduction-in-Grade

If the employee accepts an offer of a reduction-in-grade based on the employee's inability to meet performance standards due to medical reasons, the employee will be protected by saved pay.

Section 4. Certification

If the Employer initiates a reduction-in-grade or a removal for a performance problem resulting from a medical disability and the employee files an application for disability retirement, then the Employer will certify to OPM that it cannot reasonably make accommodations for the employee's medical condition and that the Employer does not have another available position, within the agency and commuting area, at the same grade or pay level and tenure, for which the employee is qualified. A copy of the certification will be given to the employee.

Section 5. Employee Initiated Application

If the employee initiates a medical retirement application, and if the Employer agrees with the action, the Employer will provide the certification of information listed in Section 4 above to be submitted with the application.

Section 6. Information

The Employer will thoroughly explain the medical determination regulations to any affected employee.

ARTICLE 13 - OCCUPATIONAL SAFETY AND HEALTH

Section 1. Safety and Health

A. It will be the responsibility of the Employer to establish and maintain an occupational safety and health program in accordance with Section 19 of the Occupational Safety and Health Act, Executive Order 12196, and the Basic Program Elements for Federal Employee Occupational Safety and Health Programs (29 CFR 1960).

B. The Employer is responsible for providing a safe and healthful workplace. The Employer and the Union agree to

cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control.

C. Employees will comply with occupational safety and health standards, orders and regulations applicable to their positions.

Section 2. Occupational Safety and Health Committees

A. The Parties will maintain occupational safety and health committees at the regional and establishment levels.

B. When coverage of an establishment level committee is composed solely of employees exclusively represented by NFFE, the committee will be composed of an equal number of NFFE and Employer members. The chairperson will be elected by the committee and will serve for at least one year.

C. Establishment committees will meet at least quarterly. Written minutes of each meeting will be maintained and distributed to each committee member, Accident and Fire Prevention Branch and made available to employees upon request.

D. In accordance with applicable laws, the Employer will make available to the committee existing agency information relevant and necessary to the duties of the committee. Examples of such information include the Employer's safety and health policies and program, accident, injury, and illness data, epidemiological data, material safety data sheets, inspection reports, abatement plans, and internal and external evaluation reports.

E. Duties of the establishment committee will include:

1. Monitor and assist the safety and health program at establishments under its jurisdiction and make recommendations to the official in charge on the operation of the program;
2. Monitor findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented;
3. Participate in the inspection of the establishment when at least half of the committee deems such activity is necessary;
4. Monitor plans for abating safety and health hazards;
5. Review responses to reports concerned with allegations of hazardous conditions, alleged safety and health program deficiencies, and allegations of discrimination due to participation in the OSHA program. If at least half of the members of record on the committee are not substantially satisfied with the response, they may report their dissatisfaction to the Occupational Safety and Health Administration (OSHA), or request an appropriate investigation by OSHA;
6. Review procedures for handling safety and health suggestions and recommendations for employees; and
7. Review reports of unsafe and unhealthful conditions where the hazard has been disputed.

Section 3. Designation of Responsible Employer Officials

The Employer agrees to post at each establishment a poster in accordance with OSHA regulations. Among other information, the poster will list the name and phone number of the designated individual to contact for safety and health matters.

Section 4. Abatement of Unsafe and Unhealthful Working Conditions

A. The Employer will abate unsafe or unhealthy working conditions.

B. When a hazard cannot be abated without assistance of another Federal agency, the Employer will contact and act with that agency concerning abatement.

C. Whenever the Employer cannot abate such conditions within thirty (30) calendar days, it will develop an abatement plan, including a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthful working conditions.

D. Employees exposed to the conditions will be informed of the provisions of the plan, or action will be taken to prevent their exposure to the conditions.

Section 5. Imminent Danger and Imminent Risk Situations

A. Employees will report suspected unsafe or unhealthful working conditions to their supervisor as soon as possible.

B. If an employee reports an unsafe or unhealthful working condition through the normal reporting procedure and the Employer determines that imminent danger exists, the Employer will undertake abatement and the withdrawal of exposed employees who are not necessary for abatement. Employees not needed for abatement will follow instructions given them.

C. If an employee reasonably believes that he/she is being exposed to a health or safety hazard presenting an imminent risk of death or serious bodily harm and he/she reasonably believes that there is insufficient time to seek effective redress through the normal hazard reporting procedure for imminent danger situations, then the employee may cease work and leave the area without charge to leave, provided that he/she immediately reports the situation to the nearest supervisor and follows the instructions given.

D. When the Employer determines that a serious hazard exists at a workplace, actions will be taken to prevent employee exposure to the hazard, precautionary signs or notices will be posted and the appropriate Union steward will be informed.

E. In the event a building or certain floors of a building are being evacuated, all employees will be evacuated

except those employees who have been officially designated to participate in the agency's occupancy emergency organization.

Section 6. Transportation in Emergencies

The Employer will arrange prompt transportation to a doctor or hospital for employees who require emergency treatment not available on-site.

Section 7. Safety Training

A. The Employer will provide employees with appropriate orientation and/or training to perform their jobs safely. Such training will include instructions in proper work methods to be used and proper use of required personal protective equipment.

B. Consistent with Executive Order 12196 and Basic Program Elements for Federal Employees Occupational Safety and Health Programs (29 CFR 1960), the Employer will provide appropriate safety and health training for members of occupational safety and health committees and other unit employees as determined necessary by the Employer.

Section 8. On-site Medical Facilities

The Employer and the Union recognize the need for prompt emergency treatment for employees injured on the job. Emergency treatment will be provided through:

1. first aid treatment,
2. on-site medical facilities, or
3. transportation to and from off-site facilities.

Section 9. Safety Inspections

A. Union members of establishment level committees may participate in safety inspections and will be authorized normal duty time to participate.

B. In response to employee reports of unsafe or unhealthful conditions, the Employer will require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions and twenty (20) working days for other conditions. Employees may request anonymity.

Section 10. Temperature Conditions

Workplaces will be maintained at temperature levels appropriate to the nature of the workplace and the type of work being performed in accordance with applicable FPMRs and GSA regulations.

Section 11. Reporting Unsafe Conditions

The Employer agrees not to restrain, interfere, coerce, discriminate, or take reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in the Employer's occupational safety and health program activities.

Section 12. Protective Clothing, Equipment and Tools

A. The Employer, in accordance with Executive Order 12196 and the Basic Program Elements for Federal Employee Occupational Safety and Health, and other applicable directives will provide approved safety equipment, approved personal protective equipment and other devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties.

B. Protective devices may include, but are not limited to, safety glasses (prescription, if necessary), safety-toed shoes, ear-plugs, dust masks, safety aprons, foul weather clothing and protective gloves. Protective devices do not include such items normally provided by employees as part of the requirement for doing their jobs. Employees will use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Employer as necessary for their protection.

Section 13. Work in Confined Spaces or Remote Areas

A. When an employee is required to work in confined spaces which present a known hazard likely to cause imminent serious physical harm, another employee will be assigned to work with him/her or controlled communication will be maintained.

B. When work is required to be performed in areas where flammable vapors exist, all such areas will be maintained so that vapor levels remain within acceptable safety parameters as determined by OSHA safety standards. Should vapor levels exceed those parameters then only those personnel necessary to take corrective action will continue to work in those areas.

Section 14. Field Federal Safety and Health Councils

A designated Union representative may be allowed to participate in activities and attend meetings of Field Federal Safety and Health Councils in the local area without loss of pay or charge to leave, provided that no additional overtime or premium pay will be allowed for such participation.

Section 15. Work Safety

- A. No employee below journeyman level will be required to perform work outside his/her position description that may constitute risk of personal injury to himself/herself or damage to equipment without supervision of a journeyman or supervisor qualified in the trade or craft.
- B. Only qualified personnel will be required to repair or adjust moving or operating machinery. The Employer and employees will maintain all equipment in safe working condition and provide for periodic inspection and overhaul.
- C. The Employer will consider requests from an employee to be excused from overtime work if he/she has a known health problem that is supported by a current doctor's certificate that restricts the employee's daily hours of work.

Section 16. Employer and Health Records

The Employer agrees to compile and maintain records required by the Occupational Safety and Health Act and the Employer's safety and health program. The Employer agrees to make available for review upon written request by the Union, reports of safety inspections and reports of accidents and of occupational diseases with the employee's approval.

Section 17. On the Job Injury, Illness or Death

- A. In the event of an on-the-job death, the Employer will promptly notify the Union of the name of the employee involved.
- B. The union may have a representative on any committee established to investigate an on the job death of a bargaining unit employee. If the Union is not a member of the committee, a copy of the report will be provided.
- C. Every effort will be made to notify the employee's next of kin, in person, of a serious on the job injury or death, if possible.
- D. In the event of an occupationally related on-the-job injury or illness, the Employer will undertake the following:
 - 1. OWCP forms should be filed by an employee or someone acting on behalf of the employee as soon as possible.
 - 2. Upon receipt of an OWCP claim form, the immediate supervisor or agency official receiving the claim will fill out and give the employee the "Receipt of Notice of Injury" attached to the OWCP form.
 - 3. As soon as possible but no later than ten (10) working days after receipt of written notice of injury or occupational disease, GSA will forward the form to OWCP if the injury or illness is likely to:
 - a. result in a medical charge against OWCP;
 - b. result in disability for work beyond the day or shift of injury;
 - c. require more than two (2) instances of medical examination and/or treatment;
 - d. result in future disability;
 - e. result in permanent impairment; or
 - f. result in continuation of pay.
 - 4. Claims which the agency disputes (called "controversion" of a claim by OWCP) does not allow GSA to delay submitting the OWCP paperwork as required by Section 17.C.3.
 - 5. If GSA wishes to dispute an initial claim or any payments related to the claim (i.e., transportation cost for receiving treatment), GSA will direct its disputes to OWCP, not to the employee.
- E. An employee awaiting adjudication of an OWCP claim is entitled to use any sick leave or annual leave to the employee's credit or leave without pay (LWOP) as requested by the employee. Such requests and options cannot be denied.
- F. Continuation of Pay (COP) will be explained to an employee entitled to COP before the employee is faced with the necessity of using annual leave, sick leave or leave without pay.
- G. GSA will post OWCP posters explaining basic entitlements in every duty location.
- H. When an employee becomes capable of performing light duty work after an on-the-job injury the Employer will make every reasonable effort to assign light duty work consistent with the restrictions specified by the attending physician.

Section 18. Video Display Terminals

Employees who suspect that an adverse health effect is caused by use of a video display terminal or microfiche reader may make a report of the alleged unhealthful condition through the Employer's system for employees to report unsafe or unhealthful working conditions. The Employer agrees to review factors associated with the video display terminal or microfiche reader which are related to known adverse health effects. The Employer further agrees to utilize available corrective measures to reduce the effect of the adverse factor, such as:

- Periods away from the VDT screen will be provided by supervisors with other duties assigned during these periods, as necessary,
 - Radiation protection shields, hoods or non glaring screen,
 - Dimmer switches on display screen,
 - Indirect lighting,
 - Features to compensate for vision problem,
 - Efforts will be made to locate printers in section of the office to cut down on noise,
 - Adjustable chairs or tables, and
 - Pregnant employees may request Temporary Assignment to a position that does not require the use of VDT.
- Every reasonable effort will be made to accommodate such a request.

Section 19. Hazardous Duty Pay

The following apply to hazardous duty conditions:

- When the Union believes that a local work situation warrants coverage under payable categories of Appendix J of FPM Supplement 532-1, Subchapter S-8-7, it will notify the Employer of the title, location, and nature of the hazard to justify payment of the environmental differential.
- When the Employer determines or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories of Appendix J of FPM Supplement 532-1. Subchapter S-8-7, it will notify the Union of the title, location and nature of the hazard and will provide in writing the reason for any denial of payment of environmental differential.

Section 20. Physical Examinations

The employee will be provided a physical examination as required by OSHA standards.

Section 21. Asbestos

- A. Employees working directly with asbestos will be provided clothing and personal protective equipment as specified by OSHA. The Employer will provide employees with modern efficient respirators. The Employer will solicit union suggestions when purchasing such equipment.
- B. Employees not directly involved with the handling of asbestos or with building modifications, will be removed from the area and temporarily housed at other locations during repair or modification work. This will occur when the building work requires contact with asbestos containing materials, the work area is not sealed off from occupied areas, and the work is either in the vicinity of the employee's normal work setting or involves modifications to the central air system.
- C. Employees will receive physicals at the Employer's expense as required under OSHA standards.
- D. The Employer will take steps to protect employee health and safety during building modifications (such as the wetting down of asbestos). If these steps are not taken the provisions of Section 5 may be followed.
- E. The Employer will notify the Union of its contact with the EPA prior to building modifications involving asbestos.

Section 22. Health Insurance

The employer will furnish to each employee on a timely basis prior to open season a copy of the Health Plan Enrollment Guide and Plan Comparison Chart.

ARTICLE 14 - MERIT STAFFING

Section 1. Purpose and Policy

- A. The purpose of the provisions contained herein is to ensure that vacancies in unit positions will be filled on the basis merit, fitness, and qualifications, and without regard to political, religious, or labor organization affiliation or nonaffiliation, marital status, race, color, sex, national origin, nondisqualifying handicapping condition, or age. The filling of positions will be made in accordance with applicable law and regulation, including the merit system principles found in 5 U.S.C. 2301. This Article encompasses broad requirements pertaining to the implementation of the GSA Merit Promotion Plan (EPA 9335) for positions within the units of recognition.
- B. It is agreed that the Employer will make every reasonable effort to utilize the skills and talents of its employees in order to achieve the resulting benefits of higher morale and reduced turnover, and to move toward attaining a mix of employees representative of all segments of society.
- C. To enhance the opportunities for promotion of employees, it is the policy of the Employer normally to define the area of consideration as the commuting area.

Section 2. Definitions

For the purpose of this Article, the definitions contained in Appendix B. of GSA Order EPA 9335.1, dated 1/24/85, shall be incorporated as part of this Agreement, except as otherwise stated herein.

Section 3. Actions Covered By Competitive Procedures

Competitive procedures will apply to the following types of personnel actions involving bargaining unit positions:

- A. Promotions except those listed in Section 4 of this Article.
- B. Temporary promotions for more than one hundred twenty (120) days.
- C. Selection for details over one hundred twenty (120) calendar days to higher grade positions or to positions with known promotion potential greater than the employee's present position.
- D. Selection for training required for promotion.
- E. Reassignment or demotion to a position with greater promotion potential than the position last held.
- F. Reinstatement to a permanent or temporary position at a higher grade than the last grade held in a non-

temporary position in the competitive service.
G. Transfer from another Federal agency to a higher grade position.

Section 4. When Competitive Procedures Do Not Apply

Competitive procedures will not apply to the following types of personnel actions involving bargaining unit positions:

- A. Lateral reassignments.
- B. Promotion resulting from upgrading a position, without significant change in duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error.
- C. Position change permitted by reduction-in-force regulations.
- D. Career promotion without current competition when at an earlier stage an employee was selected from a civil service register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.
- E. Career promotion resulting from an employee's position being reclassified at a higher grade because of added duties and responsibilities, provided the new position is clearly a successor to the former position and no additional position is created as a result of the promotion.
- F. Career ladder promotion following noncompetitive conversion of a cooperative education student, Veterans Readjustment appointee, Presidential Management Intern, or other authorized program or action.
- G. Change from a position having known promotion potential to one having no higher potential.
- H. Temporary promotion or detail to a higher grade of one hundred twenty (120) calendar days or less.
- I. Repromotion to a grade or position from which an employee was demoted without personal cause.
- J. Advance consideration and/or promotion of a candidate not given proper consideration in a competitive promotion action.
- K. Promotion as a result of a formal finding of discrimination under EEOC regulations, or promotions directed by Judges, Arbitrators, Federal Labor Relations Authority, or other appropriate authority.
- L. Selection of a candidate from the Reemployment Priority List in accordance with appropriate regulations.

Section 5. Vacancy Announcements

- A. All vacancies within the units of recognition which are to be filled competitively, and training requiring competitive procedures will be announced and posted in the areas of consideration.
- B. Vacancy announcements include the following:
 - 1. Statement of non-discrimination;
 - 2. Announcement number and posting and closing dates;
 - 3. Position number(s); title(s), series and grade(s);
 - 4. Single or multiple vacancies;
 - 5. Test to be used, if any;
 - 6. Description of promotion potential, if any;
 - 7. Selective placement factors;
 - 8. A summary of criteria to be used by the Panel, including the knowledges, skills, and abilities to be used for ranking candidates;
 - 9. Geographic and organizational location;
 - 10. Whether or not relocation expenses will be paid;
 - 11. Summary of the duties of the position;
 - 12. Summary of eligibility and qualification requirements;
 - 13. Permanent or temporary nature, and, if temporary, the duration and whether the promotion may be made permanent;
 - 14. Name and telephone number of the Personnel Specialist to contact for information relating to the announcement;
 - 15. Special working conditions, such as tour of duty, travel requirements, expected overtime, etc.;
 - 16. A statement that the position is in the bargaining unit;
 - 17. The different levels at which the position may be filled if it is a multiple-level announcement;
 - 18. Additional specific information relevant to the evaluation of the candidates, e.g., writing samples, portfolios;
 - 19. Statement, if position is sensitive, that appointment is subject to pre-appointment investigation.
 - 20. If a testing Designated Position (TDP), that incumbent would be subject to drug testing.
- C. Posting Vacancy Announcements. The Employer agrees to post vacancy announcements on official bulletin boards or make announcements available in other established areas in the area of consideration for not less than ten (10) working days. One (1) copy of each vacancy announcement will be marked with the date of receipt and initialed by an authorized person in the office. If an announcement is received in an office after the opening date, employees in that office who wish to apply will be granted an extension for filing equal to the number of days the vacancy announcement was received late.
- D. The Employer will take steps to ensure that vacancy announcements remain available during the posting period.
- E. Amended Vacancy Announcements. An amended or new vacancy announcement will be issued when the area of consideration changes; when the duty station changes; when grade, series, or career ladder of the position(s) changes; or when there is a change in the announced factors used to evaluate candidates. Posting times and distribution for amended vacancy announcements will be the same as for other vacancy announcements in the area

where amendment was needed, unless the Parties agree otherwise.

F. Cancellation. Notice of cancellation of vacancy announcements will be posted in the same areas as the announcements and will include the reason for cancellation.

Section 6. Employee Applications

A. Filing an Application. To be considered for a vacancy, an employee must file an application with the Servicing Personnel Office. During the posting period, an employee's supervisor or another employee may file an application at the request of an employee who is on leave or temporarily at another location. An employee may leave a completed SF 171 which is able to be turned in on his/her behalf to be considered and processed as a voluntary application.

B. Time Limits. The time limits for filing for a posted vacancy are as follows:

1. Open Continuous Announcements - An employee may file at any time as outlined on the vacancy announcement. The register will be updated prior to filling a vacancy.

2. Individual Announcements - Applications will be accepted if they are received or postmarked by the closing date.

C. Completing the Application. An employee wishing to be considered for an announcement will complete, in writing, an application for the posted vacancy, as follows:

1. The employee should identify the announcement number and title.

2. The employee should describe experience as it relates to knowledges, skills, and abilities for the vacancy.

3. The employee should describe any training or outside activities related to the vacancy.

4. Job-related performance appraisals will be submitted.

5. The employee will give organization location, and/or home address, home and/or work telephone number, and will sign and date the application. 6. Any other information required by the announcement.

D. Multiple Application. When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, regardless of selection to one or more vacancies.

E. Wage Grade and General Schedule. It is understood that wage grade employees may compete, if eligible, for general schedule positions, and vice versa.

F. Assistance. The Employer will provide counseling and assistance upon request in completing the application. Selecting officials will not assist potential applicants.

Section 7. Evaluation Panels

A. A panel may be set up to evaluate candidates if the personnel office decides it is needed.

B. An evaluation panel will be used for technical professional, and wage grade positions with ten (10) or more qualified candidates.

Section 8. Advance Consideration

A. For Involuntarily Demoted Employees. Employees who are involuntarily demoted in GSA without personal cause and who are in grade retention status are entitled to consideration for repromotion before using the competitive procedures. This applies to positions at the employees's former grade or retained grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

B. For Employees Not Given Proper Consideration. An employee who was not given proper consideration due to a procedural violation or error in a previous competitive placement action must be given advance consideration for the next vacancy which becomes available in the same occupational family as the position denied. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of advance consideration, the employee is promoted or reassigned non-competitively. If the employee refuses consideration, the employee forfeits his/her entitlement to the advance consideration.

Section 9. Processing

Advance consideration. The procedures for processing advance consideration(s) will be:

1. Before referring a list of eligibles to the selecting official under normal competitive procedures, the Employer will provide the selecting official with a list of employees eligible for advance consideration.

2. The selecting official will give bona fide consideration to those employees on the advance consideration list.

3. The Employer will notify the employee of non-selection under advance consideration. Non-selection under this section will not preclude an employee from subsequent selection from a best qualified list for the same position.

Section 10. Selection Procedures

A. All candidates will be referred by rank order. If after the first cut for best qualified, there are too few candidates above an appropriate rating gap for the selecting official to have a sufficient number of candidates to consider, the next lower subgroup will be included for referral.

B. If one candidate is interviewed, all candidates in that category must be interviewed unless the selecting official is the first or second level supervisor having first hand knowledge of the candidate's experience, knowledge, skills, and abilities relative to the position being filled. When a face to face interview is not convenient a telephonic interview is acceptable. The selecting official is responsible for ensuring that interview questions are job related.

C. Selection

1. The selecting official has the right to select or not to select any candidate referred.
2. If the selecting official determines that two or more of the candidates are equal in qualifications he/she will consider length of Federal service as a distinguishing factor.
3. An employee's use of approved annual or sick leave should not be considered by the selecting official as a basis for selection.
4. The selecting official will normally render a decision within ten (10) work days after completion of all interviews. If the selection is not made within ten days, the Union will be notified in writing why the selection has not been made.
5. The personnel office notifies candidates whether or not they were selected.

Section 11. Employee Information

A. Employees may request the following information from the Servicing Personnel Office:

1. Any supervisory evaluation of the employee's present or past performance or potential for future performance that is used in considering the employee for promotion or reassignment.

2. Concerning a specific action:

a. Whether they were considered and, if so, whether they had the minimum qualifications (including any selective factors) for the position; b. All Merit Promotion Plan data relating to the applicant including what points were awarded to the employee in each category, what the best qualified list cutoff score was, whether or not the employee was on the best qualified list and who was selected. Test materials, rating guides, crediting plans, or other materials considered necessary to safeguard the security of the selection procedure will not be furnished to the employee.

B. Selecting official. Upon request, an employee may be provided with the following information by the selecting official:

1. reason the employee was not selected; and

2. in what areas, if any, he/she can improve to increase his/her chances for future promotion to the position in question.

C. Information regarding the promotion action. No member of the evaluation panel may transmit any information concerning a promotion action to any applicant or other unauthorized person. The selecting official will not discuss the promotion action until after the employee has been notified of the selection.

Section 12. Merit Staffing Complaints and Grievances

A. When an employee is determined to be ineligible or not minimally qualified for a position, the personnel office will notify him/her prior to the completion of the competitive rating process. At the employee's request the personnel office will explain the determination. If after an explanation the employee disagrees with the determination, the employee may file a grievance with the Personnel Officer which will be considered a step 3 grievance in the Employee Grievance Procedure (Article 7, Section 9) for purposes of processing. Such grievances must be filed within 15 days of the notification and will not delay the merit promotion action.

B. Failure to be selected from a group of properly certified candidates is not a basis for a grievance.

Section 13. Miscellaneous

A. Promotion Records. A file sufficient to allow a reconstruction of the action will be kept for two (2) years on each competitive action. Information in the files will be made available as required by laws, regulations, or stipulated in the Federal Personnel Manual.

B. Effective Date and Release to Position. An employee who has been selected for a competitive promotion will have his/her promotion effective no later than one complete pay period following selection unless circumstances require otherwise (e.g., within-grade increase, long distance moves, urgent needs of the Employer). Employees selected for promotion will be released from their positions on or before the effective date.

Section 14. Career Ladders

The parties recognize career ladders as an important means of professional and personal growth of employees and a way to utilize the skills and experience of employees for the efficient conduct of the Employer's business. Career ladders are a key part of the Employer's Upward Mobility Program. The Employer agrees to consider creating career ladders for positions and filling positions under such conditions. The existence of career ladders will be publicized by the Employer so that eligible employees will be aware of the opportunities.

ARTICLE 15 - PERFORMANCE APPRAISAL SYSTEMS

Section 1. Policy

"The Agency will utilize the system established in the GSA Order, OAD 9430.2, dated September 20, 1996, "Performance Management System", and the provisions below to evaluate all applicable unit employees:

1. If at any time during the rating period an employee's performance is determined to be unacceptable in one or more individual critical elements, the employee will be given a performance improvement plan and an opportunity to demonstrate acceptable performance.
2. A bargaining unit employee who is dissatisfied with a rating of record may request reconsideration of the rating through the negotiated grievance procedure.
3. If requested by the employee, any written feedback used in the rating from sources other than the supervisor will be shown to the employee.
4. The Agency will administer performance plans and ratings in a fair and equitable manner.

ARTICLE 16 - UPWARD MOBILITY

Section 1. Policy

The Upward Mobility Development System will be made available on a non-discriminatory basis. The Upward Mobility Development System is a systematic management effort consistent with existing Federal personnel policies and practices to develop and provide specific career opportunities for lower level employees (GS-8 and below, WG-8 and below, WP-11 and below, WL-6 and below). The program will be administered in accordance with the provisions of Article 18.

Section 2. Program Objectives

The objectives of the Upward Mobility Program are to provide new career opportunities for employees who have the potential and desire to perform at higher work and to accept increased responsibility.

Section 3. Program Responsibilities

The Employer agrees to implement its Order, ADM 3610.6, GSA Upward Mobility Development System, by taking the following actions:

- A. Identifying target positions in each service in the Central Office and Regions that may be filled through training employees either through career ladders, career lattices, or through training which allows employees to meet the requirements of a position that bridges the gap between the employee's current position and a position leading to greater career growth
- B. Each service in the Central Office and Regions will complete an action Plan, based on ADM 3610.6, by the end of the first year of this contract which will identify entry level positions and technical positions restructured from professional series positions. Information on career progression and bridge positions will be distributed to employees annually.

Section 4. Counseling

The system will provide for career development counseling. The supervisor will provide assistance to employees in making decisions about their careers. The Coordinator and supervisor will make every effort to provide the employees with sound and current information.

Section 5. Employee Participation

Employees who desire to participate in the system are responsible for providing the necessary data, participating in the counseling component and completing all requirements of any training program for which they are selected.

ARTICLE 17 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Employer and Union Cooperation

The Employer and the Union agree to cooperate in providing equal employment opportunity for all persons, to prohibit discrimination because of age [forty years or over], race, color, religion, sex, national origin, handicapping condition, marital status, or political affiliation, and to promote equal employment opportunity through affirmative action. The Parties agree that the Employer's Affirmative Action Program will be administered in accordance with law, rules, and government-wide regulations. The Union agrees to become a positive force in this endeavor and to work with the Employer in the exploration and implementation of ideas and programs by which equal employment opportunity will be achieved.

Section 2. Utilization of Employee Skills

The Employer will utilize the present skills of employees and will, when resources permit, provide opportunity to employees to enhance their skills through on-the-job training, work-study programs, and other training measures so that they may perform at their highest potential and advance in accordance with their abilities.

Section 3. Appointment of Counselors

A. When making appointments of Equal Employment Opportunity Counselors for work areas covered by this agreement, the Employer will consider Union nominations and any related issues the Union wishes to raise.
B. The names, pictures and telephone numbers of EEO Counselors will be posted on bulletin boards in worksites.

Section 4. Services for Handicapped Employees

The Employer agrees to make reasonable accommodation to the known physical and mental limitations of qualified handicapped employees unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of its program. Reasonable accommodation may include such actions as:

- making facilities accessible to and usable by handicapped persons;
- job restructuring;
- part time or modified work schedules;
- acquisition or modification of equipment or devices;
- adjustment or modification of examinations; and
- provision for readers for blind persons and sign language interpreters for deaf persons.

Section 5. Committee Members

The Union may make nominations for EEO-related committees such as the Federal Women's Program and the Hispanic Employment Program.

Section 6. Representation

A. An employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the complaint procedure including final adjudication has the right to be accompanied by a union representative of his or her choice, if desired. If the Union is not the representative and the final adjudication will affect general conditions of employment of unit employees, the union will be notified and afforded an opportunity to negotiate in accordance with the statute.

B. In the event the Union is not the designated representative, the Employer will provide a summary of the final adjudication of any EEO appeals involving NFFE bargaining unit employees.

Section 7. Protection of Employee Appeal and Grievance Rights

Meeting with an EEO Counselor does not extend the time limit for filing a grievance under the negotiated grievance procedure.

ARTICLE 18 - TRAINING AND CAREER DEVELOPMENT

Section 1. Statement of Policy

The Union and the Employer agree that training and career development are major tools in the development and maintenance of an effective and competent work force. Training will be provided to meet the needs of the Employer and to assist employees in reaching their full potential within the limits of available funds and existing and projected staffing needs. The Parties recognize that training of designated representatives of the Union in certain aspects of labor-management relations may be of mutual benefit to the Parties and in the public interest.

Section 2. Training Programs

A. Training and career development programs such as cross-training, rotational assignments, on-the-job training, formal training, and courses at local educational institutions are an integral part of the Employer's training system.

B. If the Employer has the funding for an Upward Mobility Program, such programs will allow for:

1. training cross-over slots for targeted technical positions; and
2. training and experience to prepare lower graded employees for successful performance in targeted para-professional, technical, and professional positions.

Section 3. Training Process

A. The following criteria will be used by the Employer and will be explained to employees when developing individual training plans and when approving or disapproving a training request:

1. the availability of funds;
 2. existing and projected staffing needs;
 3. the work requirements of the job;
 4. the potential use of the training by the employee in his/her current position;
 5. expected development of employee.
- B. Employees selected for existing career development programs will have individual development plans as required by that program.
- C. Other employees may request individual development plans at their annual performance appraisal. The Employer and the employee will work together to prepare an individual career development plan for the employee. The plan may include:
1. short and long range career goals;
 2. training and development assignments designed to achieve career goals;
 3. training experience that will improve the employee's knowledge, skills and abilities; and
 4. training, if any, which is necessary to enable employees to meet requirements for career ladder progression.
- D. The Employer will post notices of the availability of Training courses and information on career development at the worksite.
- E. If the Employer approves training for an individual, the Employer may make reasonable adjustments in the employee's work schedule to allow the employee to complete the approved training.

Section 4. Union Recommendations

The Employer will notify the Union when developing new training programs. The Union may make recommendations related to such training programs.

Section 5. Further Education

The Union will encourage employees to further their education to make themselves more valuable employees and will encourage them to participate in the Employer's training programs when made available.

Section 6. Work Related Courses

The Employer agrees to consider reimbursing employees for the cost of work-related courses taken on their own time.

Section 7. Records

The Employer agrees to record training accomplishments in the employee's official personnel folder. This does not relieve the employee of the individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training and education.

Section 8. Cancellations

In the event that it becomes necessary to cancel formally approved training, the Employer agrees to notify the affected employees.

Section 9. Retirement

The Employer will explain the appropriate retirement system to new employees. Other employees may schedule individual consultation with the Personnel Office.

Section 10. Training on National Agreement

The Union may present one training session concerning this National Agreement once annually at each duty location, which all bargaining unit members may be given the opportunity to attend without charge to leave for a period of time not to exceed two (2) hours. Additional sessions may be scheduled by mutual agreement to accommodate special situations.

Section 11. Equipment

The Employer agrees to allow employees enrolled in approved training courses to use academic aids such as calculators, typewriters, and computers, if available on the premises of the agency during the employee's non-duty hours. Use of such equipment will be allowed provided the facility is open and the equipment is not in use, and subject to equipment and security safeguards.

ARTICLE 19 - POSITION CLASSIFICATION

Section 1. Purpose of Classification

The Parties agree to the principle of equal pay for work of equal value and that the classification of duties and responsibilities assigned to employees by the Employer is necessary to assure appropriate and equitable compensation. The Employer agrees to exercise its classification authority in accordance with law and Government-wide regulations.

Section 2. Description of Position

- A. All major recurring duties and responsibilities assigned to an employee on a permanent basis will be reflected in a written position description and classified on a timely basis. The phrase "performs other duties as assigned" in the employee's position description will not be construed to require the employee to perform duties outside his/her regular field of work which he/she is not capable of performing and/or which might result in injury to the employee or fellow employees due to a lack of knowledge of task. This does not preclude the Employer from exercising the right to assign work that may be outside the regular duties when required to accommodate a short term workload.
- B. The Employer shall be responsible for ensuring that each position within the Unit is covered by a current position description and that the position description properly identifies the position. Position descriptions will be reviewed for accuracy by the employee and the supervisor at least annually. Any inconsistencies will be discussed jointly by the employee and supervisor.
- C. During any period employees perform unclassified work functions, employees will be compensated at the basic rate of pay that exists for their classified position. The Union will be notified whenever an employee is assigned to perform work on a continuing basis outside of his/her regular field.
- D. The Union will be furnished a copy of any bargaining unit job description upon written request.

Section 3. Desk Audits

The Supervisor will notify the employee whenever a desk audit results in a finding affecting title, series or grade level. The employee may request Union representation concerning this notification. The results of the Employer's audits of positions will be made available to an employee upon his/her request.

Section 4: Effective Date of Reclassification

If the Employer reclassifies an employee's position to a higher grade, the personnel action will become effective the first day of the first pay period following reclassification.

Section 5. Complaints and Appeals of Position Descriptions

- A. Any employee in the unit who feels that he/she is performing duties outside the scope of the position description or that his/her position is inaccurately described, may request, through the immediate supervisor, that the position be reviewed. Once requested the review will be done within thirty (30) days.
- B. If the employee is not satisfied with the results of such a review, he/she shall be furnished information on his/her grievance rights to challenge the accuracy of the position description.

Section 6. Complaints and Appeals of Classification Determinations

- A. Any employee in the unit who feels that his/her position is inaccurately classified may request, through the immediate supervisor, that the position be reviewed. The position is to be reviewed within thirty (30) days. The personnel officer, or his/her designee will determine whether a desk audit is appropriate. If a desk audit is determined to be appropriate the Employer's representative will discuss the audit with the employee and supervisor. In such discussions the employee may be accompanied by a Union representative. When the audit findings and classification determinations are completed, the employee will be notified of the results by the supervisor. Upon request the employee's designated Union representative will be provided with relevant information.
- B. If the employee is not satisfied with the results of such a review, he/she shall be furnished information on his/her appeal rights to challenge the classification of the position.
- C. An employee may appeal a classification decision as follows:
1. Wage Grade employees must file an appeal with the Director of Personnel through the operating Personnel Office prior to appealing to the Office of Personnel Management.
 2. General Schedule employees may appeal to the Regional Personnel Officer, the Director of Personnel, or to the Office of Personnel Management. However, it is preferred that an employee appealing the classification of a position first take advantage of appeal procedures within the Agency.
- D. Consistent with OPM regulations saved grade and saved pay rights will be afforded to those whose positions are downgraded. Saved grade and saved pay are also known as retained grade and retained pay.
-

ARTICLE 20 - PART-TIME AND INTERMITTENT EMPLOYEES

Section 1. Part-time

- A. The tour of duty for part-time employees will be between sixteen (16) and thirty-two (32) hours per week. Normally, part-time employees will be scheduled during the normal administrative workweek.
- B. The Employer agrees to give consideration to an employee's request to change status from part-time to full time and vice versa.
- C. An employee's request for temporary adjustment of an established part-time work schedule because of personal hardship or to permit developmental assignments will be fully considered by the Employer.
- D. Upon request from an employee, the servicing personnel office will provide pertinent information regarding the personnel effects of changing to and from part-time permanent positions. Such information may include pay and benefits, time-in-grade requirements, WIGS, accumulation of leave, and changes in competitive levels in the event of RIF.

Section 2. Intermittent Employees

- A. Intermittent employees are employees without a regularly scheduled tour of duty who work on an "as needed" basis as determined by the Employer.
- B. Intermittents will normally be informed prior to the end of the work day if they will be needed the following work day.
- C. If an intermittent employee is called in for work, the employee will be paid for a minimum of two (2) hours providing the employee reports for work at the time designated by the Employer.
- D. When the Employer schedules an intermittent employee, in advance of the pay period, to work at some time during each administrative week for more than two consecutive pay periods, the Employer will change the employee's work schedule from intermittent to part-time (or full-time in the case of a 40 hour per week schedule). The Employer will issue an SF-50 documenting the change. A not-to-exceed (NTE) date will be established for the personnel action and documented on the SF-50 if the employee is assigned to regularly scheduled work for a limited or specified period of time. In such cases, the employee will return to intermittent status at the conclusion of the scheduled work assignment.
- E. The Employer will not schedule intermittent employees for the sole purpose of avoiding the conversion requirement.
- F. Subject to the Employer's need for intermittents, qualified intermittent employees will be offered an opportunity to work approximately the same number of hours during a given month. The criteria for determining those persons who are qualified shall be established by the employer on the basis of competence to perform the work.

Section 3. Consideration

The Employer agrees to consider applications submitted by part-time and intermittent employees for any other full time or part-time positions for which they are eligible and qualified, subject to agency hiring restrictions.

Section 4. Availability for Work

The Employer retains the right to terminate those intermittent employees who fail to report for work assignments or who are unavailable for work when called provided the employees are not on approved absences due to illness or emergencies, or on prescheduled absences.

ARTICLE 21 - PROBATIONARY EMPLOYEES

Section 1. Definition - Probationary Employees

A probationary employee is an individual appointed as a career-conditional or career employee under FPM authority who is serving his/her first year under current appointment. Such employees are covered by the terms and conditions of this Agreement.

Section 2. Certification

If Management determines that an employee has successfully completed the probationary period a certification of satisfactory performance and conduct will be submitted no earlier than the beginning of the ninth month of the probationary period and must contain a positive recommendation that the employee should be retained in the Federal service beyond the probationary period.

Section 3. Credit towards Probation

The Parties agree that all employment not excluded by law and regulation will be credited toward completion of the probationary period.

ARTICLE 22 - DETAILS, REASSIGNMENTS, AND VOLUNTARY CHANGES

Section 1. Details

A. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.

B. Notice. If possible, an employee who is detailed to a different post of duty will be given more than five (5) days notice.

C. Documentation. A Standard Form 52 will be used to document any detail in excess of 30 days. An employee can forward a copy of a letter detailing the employee for less than 30 days or, absent a letter, a notice from the employee concurred in by the supervisor recording the detail, to the personnel office for inclusion in the employee's OPF.

D. Higher Graded Duties. Details to higher graded positions for more than one hundred twenty (120) days will be accomplished through competitive procedures. Temporary promotions for qualified and eligible employees will take effect on the 31st day.

E. Lower Graded Duties. Performance of lower graded duties officially assigned by the Employer which are outside an employee's position will not result in loss of recorded or credited time in the grade of the employee's permanent position. Performance of lower-graded duties officially assigned by the Employer which are outside an employee's position will not be a basis for lowered assessment or appraisal of the employee.

F. Appropriate Use of Detail. Details will be used to meet temporary needs of the Employer's work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual workload demands, special projects or studies, change in mission or organization, or employee absences. Details will be made based on the skills and experience required for the position. Whenever practicable, details will be rotated fairly and equitably among qualified employees. Details or a series of rotating details will not be used for the purpose of avoiding a temporary or permanent promotion. If there are no qualified employees and the detail is to be used as a training experience, the detail will be rotated to the extent feasible to allow involved employees to gain the same training.

Section 2. Reassignments

A. Reassignment means a change of an employee, while serving continuously within the same agency, from one position to another without promotion or demotion.

B. Reassignments of employees to different positions will be effected by the appropriate personnel action.

C. Reassignments will not be used in lieu of disciplinary action without prior discussion with the affected employee.

D. Employees reassigned to a different post of duty which will require them to change transportation arrangements will normally be given fifteen (15) days written notification unless other provisions of this Agreement govern.

E. The parties recognize that involuntary reassignments to other geographic locations create disruptions in employees' professional and personal lives. If appropriate, the Employer will seek volunteers from among equally qualified employees (as determined by the Employer). Absent a sufficient number of volunteers, selection for reassignment will be according to inverse seniority, using service computation date.

F. Employees will normally receive ninety (90) days notice prior to an involuntary reassignment to another geographic location.

G. The Employer agrees to normally give the Union twenty one (21) days notice before reassigning a Union officer, official, or steward to a different post of duty. Upon request, the Employer will meet and discuss the reassignment before effecting it.

Section 3. Law and Regulations

Details will be utilized in accordance with Office of Personnel Management and GSA regulations.

Section 4. Voluntary Changes

Employees may voluntarily request changes in their work assignments. All such requests are subject to the Employer's right to assign employees and work, and to determine the personnel by which the agency operations will be conducted. Such requests will be considered by the Employer and a good faith effort will be made to balance the needs of the employee with the Agency's program needs. When the request is due to conflict with the employee's supervisor and the employee has tried to resolve the conflict through formal and informal means, including ECSP, the employee may request the assistance of higher level management. Management will intervene as it determines appropriate. Such intervention may include counseling, training, team building, details, and

reassignments as some of the methods of resolving the conflict. Employees may voluntarily request changes in their work assignments at any time. Any voluntary changes will be processed in accordance with applicable law, rules, regulations and this Agreement and will be acted upon fairly and promptly.

Section 5. Relocation Expenses

Employees affected by a change in duty station will be entitled to relocation expenses in accordance with Federal Travel Regulations FPMR 101-7 and Handbook, GSA Internal Travel Regulations and Control of Official Travel PFM P 4290.1.

ARTICLE 23 - HOURS OF WORK

Section 1. Basic Work Schedule

- A. The administrative workweek will be a period of seven (7) calendar days beginning on Sunday.
- B. The basic workweek will be five (5) consecutive days of eight (8) hours each, normally Monday through Friday. Employees will be scheduled for two (2) consecutive days off except for those employees changing from one regularly scheduled workweek to another. However, the Employer will try to give seventy-two (72) hours notice prior to the change.
- C. The occurrence of holidays will not affect the designation of the basic workweek.
- D. The standard work day will consist of eight (8) hours of work with a non-paid lunch period of thirty minutes. The Employer agrees to provide the Union the opportunity to negotiate prior to changing the established hours of work.
- E. Employees are entitled to their full non-paid lunch period.

Section 2. Shift Changes

If the Employer needs to switch employee(s) from one established shift to another, the Employer will request volunteers from among those employees meeting the specific needs of the Employer. If there are more volunteers than needed, the Employer will assign employee(s) to the shift based on seniority, assigning the most senior volunteers. If there are fewer volunteers than needed, the least senior employee(s) will be selected to reach the necessary number. The Employer will maintain a roster showing which employees are assigned to which shift.

Section 3. Continuous Duty Employees

- A. Changes in the prescribed basic tour of duty may be scheduled for those employees assigned to jobs that are continuous duty.
- B. A continuous-duty employee is one assigned to duties which involve the operation of mechanical systems and equipment, and who may not leave his/her assigned place of duty without endangering the operation and safety of the equipment. Employees who are designated as continuous-duty employees will work eight (8) hour shifts and will remain at their duty stations until properly relieved.
- C. A tour of duty will not extend for a period in excess of five (5) consecutive eight (8) hour days. The two sign-off days will be consecutive except for those employees changing from one regularly scheduled workweek to another.
- D. Tours of duty will be scheduled and posted at least two (2) weeks in advance. Necessary changes in tours of duty will be posted in work areas prior to the beginning of the affected workweek. Any deviation in the posted hours of duty may provide a basis for overtime in accordance with applicable laws, rules and regulations. The Employer will try to give seventy-two (72) hours notice prior to the effective date of the changes.

Section 4. Emergency Situations

Temporary changes in an employee's hours of work are sometimes required during a particular pay period because of the illness of fellow employees or acts or incidents that clearly could not have been foreseen. When circumstances permit, the Employer will excuse the employee from duty in sufficient time during the preceding shift so that he/she will have rest time of at least ten (10) hours before beginning his/her next shift. Such "relief" workers will be recruited from among volunteers on the current shift. Failing to get volunteers, management will assign workers to relief work on a fair and equitable basis.

Section 5. Rest Periods

- A. Rest periods of fifteen (15) minutes will be provided for each four (4) hours of work for employees who work eight (8) hour tours of duty. The rest period will normally occur in the middle of each four (4) hour period. Employees who work four (4) hour shifts will not have more than one fifteen (15) minute rest period. Similar adjustments will be made for employees who work on other than the normal eight hour tour of duty.
- B. Rest periods are taken during hours of duty and cannot be accumulated for later use. Rest periods will not normally be scheduled to lengthen the lunch period, to start work later, or to end the tour of duty earlier.

Section 6. Clean-up Time

The Employer will provide reasonable time depending upon the nature of work being performed and the location of the work site, for employees to clean up prior to lunch and the end of the workday.

Section 7. Compensatory Time Off for Religious Observances

An employee may elect to work compensatory overtime for the purpose of taking time off without charge to leave or loss of pay when personal religious beliefs require that the employee abstain from work during certain periods of the work day or workweek. Any employee who elects to work compensatory overtime for this purpose may be granted (in lieu of overtime pay) an equal amount of compensatory time off (hour for hour) from his or her scheduled tour of duty. The compensatory overtime may be worked before or after the compensatory time off. A grant of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime, worked within a reasonable time, (i.e., normally two pay periods). The employee's election to work compensatory overtime or take compensatory time off to meet religious obligations may be disapproved if such modifications in work schedules interferes with the efficient accomplishment of the Employer's mission.

Section 8. Voluntary work

The Employer will not request employees in the bargaining unit to perform uncompensated voluntary work.

ARTICLE 24 - LEAVE

Section 1. Sick Leave

A. Subject to law and regulations, an employee seriously injured or ill may request use of anticipated future sick leave accruals if the disability surpasses current accumulation. A maximum of thirty (30) days sick leave may be advanced under these circumstances. Applications for advanced sick leave must be supported by a medical certificate signed by a physician or practitioner. Advance of sick leave is contingent upon the reasonable expectation that the employee will return to work upon recovery.

B. The provisions of this section apply to employees who must absent themselves from work because of:

1. physical or mental incapacitation which prohibits the performance of his or her official duties;
2. exposure to a contagious disease which would endanger the health of co-workers;
3. presence of a contagious disease in an employee's immediate family that requires his or her personal care;
4. temporary incapacitation, prescribed rest period, and physical examination due to pregnancy; or
5. other purposes covered by sick leave regulations.

C. An employee is entitled to use sick leave for absences meeting the criteria in subsection B above. When the use of sick leave can be scheduled in advance, e.g., for routine medical or dental appointments, the employee will do so. When advance scheduling of sick leave is not possible, the employee will contact the appropriate leave-approving official within two (2) hours after the scheduled reporting time, except in the event of an emergency. In the event the official is not available, the employee will leave a message where he/she can be contacted.

D. The leave-approving official must be aware of the employee's status at all times by mean of the following procedures: On the 1st day of illness, the employee will advise the leave-approving official if the illness is likely to last one (1), (2) or (3) days. If the illness lasts longer than was anticipated, the employee will again contact the leave-approving official to report the continued illness. On the fourth work day the employee will contact the leave-approving official. At that time, the leave-approving official will advise the employee whether the fourth and/or additional days of absence will require a medical certificate or signed statement. If an extended sick leave request has been approved, the employee will contact the leave-approving official at least one a week during the remainder of the absence.

E. Continuous duty employees or employees whose positions require continuous coverage will request sick leave from an appropriate leave-approving official at least one (1) hour in advance of their regular tour of duty. In situations where the Employer has made the officer on duty (for FPO's) or a continuous duty employee with shift responsibility in charge when the normal leave approving officials are not on duty, the employee will report the illness to that person. The employee will then contact the leave-approving official on the leave-approving official's next working day. The employee will estimate the length of illness and follow the additional contacting requirements as in Section 1D, above. If the leave-approving official is not available, the employee will leave a message where he/she can be contacted.

F. Sick leave of more than three (3) work days will normally be supported by a medical certificate. The provisions of this subsection do not prevent a supervisor from requiring a medical certificate under Section 11 (below). The Employer agrees to consider, depending upon the facts and circumstances in each instance, allowing employees who are sick for more than three (3) work days to sign a statement of reasons why supporting medical evidence is not furnished. In such instances, the supervisor may accept the employee's signed statement in lieu of a medical certification unless the employee has been counseled for leave abuse under Section 11.

G. The medical certificate required by the Employer under Section 11 (below) and subsection (F)(above) will consist of:

1. One copy of SF-71 completed by a physician or authorized practitioner, or 2. A written statement signed by a

physician or authorized practitioner certifying the period that the employee was incapacitated for performance of duties of his/her position.

Section 2. Veterans Leave

Disabled veterans upon the presentation of an official statement from appropriate medical authority that medical treatment is required will be granted annual or sick leave as permitted by law and leave without pay as necessary in order that the veteran may receive treatment, all without penalty in his/her performance rating. The granting of such leave is contingent upon the veteran's giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying on the work during his/her absence.

Section 3. Maternity and Paternity Leave

- A. An employee who is pregnant will be allowed to work as long as she and her doctors feel is wise, prior to delivery of the child. The employee may be temporarily assigned to another position prior to maternity leave if her regular position is considered inappropriate by her doctor and suitable work is available. Reasonable amounts of maternity leave in the form of sick leave, annual leave, and leave without pay will be granted during delivery, and for a reasonable period after delivery, as specified by a doctor. The employee may be absent up to one hundred twenty (120) days in all. The employee shall be returned to her position at the end of maternity leave.
- B. A male employee who requests approval for leave at least sixty (60) calendar days in advance of his wife's expected delivery date will be granted leave for up to thirty (30) consecutive days to aid or assist in the care of his wife or his minor children in relation to his wife's confinement for maternity reasons. If the sixty (60) day notice is not given, leave will be granted consistent with management's work requirements.
- C. Appropriate leave arrangements, excluding the use of sick leave, will be granted to employees who become adoptive parents.

Section 4. Annual Leave

- A. It is agreed that the use of accrued annual leave is a right, rather than a privilege, subject to management approval.
- B. Consistent with the needs of the employee and the Employer, annual leave requested in advance will generally be approved. Except in the event of an emergency or a serious work interruption, annual leave which has been approved will not be canceled. The supervisor canceling approved leave will make every effort to reschedule the leave at times desired by the employee. The Union will be given as much advance notice as possible when approved leave is canceled for a number of employees.
- C. Employees shall submit vacation requests by April 1st of each year. The Employer will prepare a written vacation schedule showing all requested and approved vacations by April 30th. Conflicts among bargaining unit employee leave requests will be resolved through the use of seniority. Seniority will be based upon the employee's Service Computation Date. Seniority may be exercised for a maximum of two (2) weeks selection each leave year. Employees exercising seniority will not be allowed the same two (2) week period two (2) years in succession.
- D. Once an employee has made his/her selection he/she will not be permitted to change his/her selection if such change would disturb the choice of another employee. Nothing in this section will preclude an employee from changing his/her scheduled vacation with another employee upon the mutual consent of the involved parties, subject to the approval of the supervisor. No supervisor will require an employee to exchange a scheduled vacation with another employee.
- E. Except in emergency situations, employees must request and obtain approval to use annual leave before the leave begins. When making routine requests for annual leave the employee need not state the reason for the leave request.
- F. When an employee is unable to report to work because of an emergency he/she will notify the appropriate leave-approving official within two (2) hours after his/her scheduled reporting time. Approval of annual leave for emergency situations will be granted when conditions warrant.
- G. When a continuous duty employee or an employee whose position requires continuous coverage is unable to report to work because of an emergency he/she must notify the appropriate leave-approving official at least one (1) hour in advance of his/her scheduled reporting time. If the emergency prevents the employee from calling in advance, the employee will notify the supervisor as soon as possible, but not later than two (2) hours after the scheduled reporting time.
- H. An employee will be granted annual leave or leave without pay if requested in case of death in the immediate family. Immediate family includes a spouse, children, step- children, parents, step-parents, parents-in-law, brothers, sisters, and grandparents. Management will make every effort to grant leave in case of death of other relatives or friends.

Section 5. Tardiness

- A. 1. Excused absences are those for which there is no charge to leave or loss of pay.
2. Absences handled administratively are those for which the employee is allowed to work an equivalent amount of time to cover the length of the absence.
- B. The Employer may excuse tardiness of up to one hour due to verified mass transit shutdown or malfunction.
- C. During hazardous weather conditions, the Employer may excuse tardiness of two (2) hours or less.

D. The Employer will excuse tardiness or brief absence when entrance or exit to an installation is locked, due to the imminent danger posed by a public demonstration.

E. Brief absences from duty or tardiness of up to thirty (30) minutes for other reasons may be excused when the Employer considers the reasons to be adequate.

F. When reasons for tardiness or brief absences are not justifiable, such tardiness or absence may be, at the supervisor's discretion:

1. handled administratively;
2. charged against any compensatory time the employee may have to his or her credit;
3. charged to annual leave the employee may have to his or her credit;
4. charged to Leave Without Pay (LWOP), at the employee's request; or
5. charged as Absent Without Leave (AWOL)

G. Leave will be charged in increments of 6 minutes.

Section 6. Court Leave

The granting of court leave will be governed by applicable GSA and OPM regulations.

Section 7. Administrative Leave

At the discretion of the Employer administrative leave may be granted to employees for participation in such civic activities as blood donations, civil defense drills, registering to vote, voting in national, state, and municipal elections, and when otherwise appropriate, consistent with GSA and OPM regulations and decisions of the Comptroller General.

Section 8. Administrative Absences

A. When the Employer has determined that there is a need for early dismissal of Federal employees, employees who are in an actual duty status will be excused without charge to annual leave. An employee is considered to be in an actual duty status if the employee is:

1. actually on duty at the time of dismissal,
2. excused from duty at the time of dismissal with an expected return to duty before close of the business day, and
3. on duty and departed on annual leave after official word was received, but before the time set for dismissal without charge to annual leave.

B. When hazardous or other extraordinary circumstances develop during non-work hours and the Employer has determined that Federal employees should not report for work, no charge to leave will be made.

C. If any employees are sent home, they will be granted administrative absence from work for events that require the immediate curtailment of work activities such as breakdown of equipment, acts of nature, or sudden emergencies.

D. Subsections A and B of this section will not apply to employees who are required to report for duty on any occasion when other employees are excused or are dismissed from work because of hazardous weather conditions, in accordance with current Employer regulations and orders, or if the employees are needed for essential operations. In making a determination of essential personnel, supervisors should attempt to rotate among all qualified employees capable of handling the operation.

E. All employees are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at their post of duty.

Section 9. Holidays

In accordance with applicable regulations employees will be granted all holidays given to Federal employees by statute and will also receive holidays granted through Executive Order. Employees required to work on holidays will receive "holiday pay" in accordance with applicable regulations. If a holiday falls on an employee's scheduled day off, he/she will receive "in lieu of" days in accordance with applicable regulations.

Section 10. Military Leave

Military leave will be granted in accordance with appropriate GSA and OPM regulations.

Section 11. Leave Restriction

A. On an individual, case by case basis, if there is evidence that a particular employee's leave pattern may indicate an abuse of unscheduled leave, the employee should be advised of supervisory concern prior to the imposition of leave restriction procedures so the employee can improve or correct the leave usage. Noncompliance with leave restriction requirements may subject an employee to formal disciplinary action. It is the employee's pattern of using unscheduled leave, not the total number of hours or days used, that is the basis for imposing leave restriction.

B. If the employee's leave pattern does not improve, the supervisor may put the employee on leave restriction for a period of three (3) months. Continuing problems will be a basis for an extension up to an additional three (3) months of the leave restriction and disciplinary action. Leave restriction will be based on standards uniformly and equitably applied by the supervisor.

C. Sick leave that was supported by medical certificates, employee's signed statements that were accepted in lieu of medical certificates under Section 1F, above, or that was requested and approved in advance for medical appointments will not be considered in a determination of leave abuse. Annual leave scheduled in advance is never used as a basis for imposing leave restriction.

D. An employee on leave restriction may be required to furnish a medical certificate for each subsequent absence from work when he/she is claiming that the absence was for medical reasons. Restrictions on and procedures for requesting approval for non-medical absences will be specified in the letter. Justifications for emergency absences will be reviewed and approved or disapproved on a case by case basis.

E. Notification of leave restriction will be provided in writing.

F. An employee who abuses leave privileges is subject to formal disciplinary action; however, unless there is a flagrant abuse of leave, the procedure prescribed above will be followed.

Section 12. Leave Without Pay

A. A request for leave without pay (LWOP) by an employee will be duly considered by the Employer. Requests for extended leave without pay for seven (7) or more work days must be accompanied by a written reason from the employee.

B. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay on request. Employees may also be granted leave without pay if they have leave to their credit but for some reason choose not to take it.

C. Leave without pay may also be granted on an extended basis for educational purposes or after exhausting all annual and sick leave while awaiting action on retirement or OWCP claim.

D. Upon request, leave without pay will be granted to disabled veterans needing medical treatment.

E. Upon request, leave without pay will be granted to employees awaiting adjudication of an OWCP claim.

F. Leave without pay may be granted for illness if the employee has exhausted all his or her sick leave.

G. Upon request, leave without pay for up to three (3) years may be granted to an employee for the purpose of serving on a temporary continuing basis as an officer or representative of the National Federation of Federal Employees. Upon return to duty, the employee will be restored to a job of like grade and pay for which he or she qualifies.

H. The supervisor in any case retains the discretion to deny or grant the approval of leave without pay except in D and E, above. All requests for LWOP are subject to internal approval requirements as found in GSA Order OAD P 6010.4. The Employer will be consistent in acting upon leave without pay requests from employees, i.e., with employees in similar circumstances, the leave without pay requests will be granted or denied in the same manner.

I. An employee on extended LWOP must keep the supervisor informed of his/her current status and plans for returning to duty as agreed upon in advance of the absence.

Section 13. Leave Requests

Leave requests other than scheduled vacations will be acted upon the same day the request is received, provided the Employer has at least two (2) hours to respond. If a request is submitted that does not allow two (2) hours of the regular working day for the Employer to respond, the request will be acted upon the following work day. In rare cases, if these time limits cannot be met, the Employer will explain the delay to the employee and will respond to the request as soon as possible.

Section 14. Unauthorized Absences

An employee who fails to report for duty and has not received supervisory approval for leave will be carried in an absent without leave (AWOL) status for time keeping purposes and in addition may be subject to disciplinary action.

Section 15. NFFE Conventions

Subject to normal scheduling provisions, leave will also be granted to employees to attend Union conventions and Union conferences.

Section 16. Leave Use and Alternative Work Schedules

The Parties have expanded the availability of alternative work schedules covered under Article 34. While not all employees will be able to participate in the alternative work schedules (participation will be determined by regional negotiations), a major reason for the expansion is to reduce the amount of leave that can be scheduled in advance (for example, annual leave for taking care of personal business, sick leave for medical appointments).

The Parties encourage all employees covered by alternative work schedules to schedule personal business and medical appointments during non-duty hours.

ARTICLE 25 - OVERTIME

Section 1. Policy

An employee will be compensated for overtime as required by law and by regulations of the Office of Personnel Management and the General Services Administration. Normally, this requires that an employee receive overtime pay for work in excess of forty (40) hours in a workweek and/or in excess of eight (8) hours in a day. The Employer will make a reasonable effort to distribute overtime on a fair and equitable basis among qualified employees and will not use overtime as a reward or punishment.

Section 2. Assignment of Overtime

- A. The Employer will schedule overtime based on an equitable rotation system among employees qualified to perform the work. The Employer will determine employee qualifications based on their ability to do the work.
- B. The Employer will maintain a roster documenting overtime over the preceding twelve (12) month period. The roster will record all overtime assignments and offers on an hourly basis. Each opportunity to work overtime whether accepted or not will be noted on the roster and initialed by the employee. The roster may be reviewed by unit employees or by the Union.
- C. Overtime will normally be offered on a voluntary basis. Declination of an offer will count as overtime assigned for purposes of position on the rotation schedule. If sufficient volunteers are not available overtime will be directed in accordance with the rotation schedule.
- D. An employee will be relieved from a directed overtime assignment if he or she can find another qualified employee who will take the assignment. When all employees request relief, the supervisor will determine who will receive the overtime assignment in accordance with the rotation system.

Section 3. Notice of Overtime

The Employer will provide as much advance notice of overtime as practicable, normally at least twenty-four hours. In the event of an emergency situation, overtime will be assigned to accomplish the work in the most expeditious manner.

Section 4. Emergency call back

An employee called back to work because of an emergency will receive a minimum of two (2) hours overtime pay in accordance with applicable laws and regulations.

Section 5. Compensation for Overtime Work

Employees will be compensated for overtime in accordance with appropriate laws and regulations. Overtime computation will be calculated in increments of six minutes rounded off to the next higher increment when necessary. All overtime will be paid at the appropriate overtime rate except when an eligible employee requests and is authorized compensatory time in lieu of overtime pay.

Section 6. On-call Employees

Employees who must leave work where they may be reached while off duty and who may be required to report to work outside of their normal schedule will be considered "on-call". On-call employees will be provided with beepers if the Employer determines that they must remain in contact at all times.

Section 7. Transportation

When an employee who is dependent upon public transportation is required to work overtime during hours in which public transportation is not available, the employee may be reimbursed for taxicab fare to a point at which frequently scheduled transportation can be obtained or, if necessary to the health or safety of the employee, to the employee's home. The employee must obtain prior approval of the expenditure from an authorized official.

ARTICLE 26 - TRAVEL

Section 1. Travel Compensation

The Employer will, to the maximum extent practicable, schedule administratively controllable travel to occur within each employee's standard daily and weekly working hours. Travel required by events that cannot be scheduled or controlled administratively will be hours of employment for pay purposes.

Section 2. Payment for Travel Expenses

Employees who perform official travel for the Employer will be reimbursed for all authorized expenses at the maximum standard rate allowed by law and Government-wide regulations.

Section 3. Continuation of Travel Status

In the event an employee on official travel is unable to arrive at the assigned destination or return to home or office during regular duty hours due to unsafe traveling conditions, the employee will be authorized to continue in travel status until arrival at the destination.

Section 4. Travel Advances

Travel advances will be made in accordance with Government-wide and GSA regulations.

Section 5. Time Limit for Claims

Travel vouchers will be submitted on a timely basis to the Finance Division in order to maintain accurate status of travel funds and reimbursement to the traveler.

Section 6. Rate of Mileage Expenses

Reimbursement for use of privately owned vehicles (POV) will be calculated by mileage at the maximum rate set by law and Government-wide regulations.

Section 7. Return to Duty Station

Employees on official travel may return to their official duty station or place of residence when they have completed their assignments. Time frames will be considered in determining whichever is appropriate.

Section 8. Rotation

The Employer will consider requests from employees who have worked in any continuous travel job for three (3) years to rotate for one (1) year to a position not requiring travel.

Section 9. Use of Privately Owned Vehicles/Government Vehicles

Employees will not be required to use privately Owned Vehicles (POV) for Government business. Whenever available and appropriate, employees may use Government vehicles for official business.

ARTICLE 27 - CONTRACTING OUT

Section 1. Contracting Out Policy

A. The Employer will communicate openly and fully with the Union regarding any review for consideration of contracting out. When a cost study is performed, the Employer agrees that within the guidelines set by OMB Circular A-76, work will not be contracted out when it can be demonstrated that the work performed "in-house" is more economically and effectively performed.

B. The Employer will grant official time for one (1) Union representative per region and central office per year to attend A-76 training of choice. This is outside the time limits established under Article 6, Section 3C.

Section 2. A-76 Inventory

The Union at the national level will be provided a copy of the A-76 inventory at least once a year as well as any subsequent updates.

Section 3. Performance Work Statement

Prior to completing the Performance Work Statement (PWS) the Employer will meet with a designated Union representative to discuss the description of the work to be performed. The purpose of the meeting is to insure that all work to be performed is included in the PWS. The Union representative will be provided adraft copy of the PWS at least five (5) work days in advance of the meeting. The Union agrees that the representative will maintain the confidentiality of the draft PWS in order to preserve the integrity of the bid process.

Section 4. Management Study

When a Management study of the organization begins, a meeting will be held between the Employer and the local Union representatives to discuss ways in which the organization can contain costs. Such discussions will include,

but are not limited to, the abolishments of vacant positions, changes in work schedules, and modifications in the operation under study that would lead to cost reductions.

Section 5. Bid Opening and Administrative Appeal Process

- A. The Administrative Appeal period for GSA A-76 Cost Comparisons is fifteen (15) work days after all supporting documentation to the government's bid is made available to affected parties. Copies of all supporting documentation to the in-house bid will be made available at bid opening.
- B. If the bid opening is held within the commuting area of the affected work site, a Union representative will attend. In this case the appeal period will begin the next work day after the bid opening.
- C. If the bid opening is not held within the commuting area of the work site and a Union representative does not attend, the supporting documentation will be sent to the Union "return receipt requested" and the appeal period will begin the next work day after the Union receives the supporting documentation.
- D. If the bid opening is national or regional in scope, the Union will provide a national or regional representative as appropriate.

Section 6. MEO

If the in-house organization is the successful bidder, the Employer will furnish the Union representative with a copy of the Most Efficient Organization (MEO) quality assurance plan requirements.

Section 7. Compliance

The Employer will implement the requirements contained in the in-house Quality Assurance Plan.

Section 8. Supervision

Bargaining unit employees will not be supervised by contract personnel and vice versa.

Section 9. Surplus Employees

The provisions of the RIF article apply to employees adversely affected.

ARTICLE 28 - RIF, REORGANIZATION, TRANSFER OF FUNCTION...

REDUCTION-IN-FORCE, REORGANIZATION, TRANSFER OF FUNCTION JOB ABOLISHMENT, AND TECHNOLOGICAL CHANGE

Section 1. Applicability

The provisions of this Article constitute the procedures which management officials of the Agency will observe in exercising the authority to:

- conduct a reduction in force (RIF)
- conduct a reorganization that results in a RIF
- transfer a function,
- abolish a position which in turn causes a RIF, or
- introduce a technological change which results in loss of pay for any member of the bargaining unit

The activities covered in this Article will be accomplished in accordance with applicable laws, rules, regulations and this Agreement.

Section 2. Information to the Union

- A. The Employer will notify the Union of proposed actions under this Article involving employees in units covered by this Agreement as soon as possible but at least forty five (45) days prior to the effective date.
- B. The Employer will provide to the Union information on which positions the Employer determines to be surplus, which positions the Employer intends to leave vacant, and which positions the Employer intends to abolish. This information will include the position, title, classification series, grade, organizational location, geographical location, the name of the incumbent (if any), and the proposed effective date.
- C. The Employer will provide information to the extent that its disclosure is not prohibited by law and to the extent that it is normally maintained in the regular course of business and is reasonably available and necessary for full and proper discussion of the action being effected.
- D. The Employer will notify the Union during the first quarter of each fiscal year of anticipated changes stipulated in Section 1 (above) involving employees covered by this Agreement.

Section 3. Retention Registers

When a RIF is likely to occur, the Employer will make current its retention registers before implementing any of the actions specified in Section 1 which require the application of RIF procedures. Upon request, the Employer will

make available to the Union for review updated retention registers for those locations and grade levels expected to be impacted by the potential RIF. A copy of the retention register will be provided when the Union demonstrates a need, i.e., many employees are requesting Union assistance and/or Union officials are geographically separated from the personnel office maintaining the register.

Section 4. First Consideration of Surplus Employees

A. Employees in positions the Employer has identified as surplus will be given consideration before other sources are considered for reassignment to vacant positions for which the employees are qualified. Upon written request from the employee or his or her designated representative, a written reason for non-selection will be provided.

B. The Employer must certify that an employee who is released from his/her competitive level has the capacity, adaptability, and skills required by a position and can do the work of the position without undue disruption to the program before waiving qualification requirements to fill a vacant position.

C. Qualification requirements cannot be waived for positions which require specific academic training.

Section 5. Placement of Affected Employees

A. The Employer will make a maximum effort to place employees adversely affected by a RIF in positions for which they qualify. This includes, but is not limited to, filling positions at lower graded levels and/or redesigning positions.

B. The Employer will counsel affected employees as to what types of training would be necessary or useful to qualify for vacant positions. The Employer, to the extent permitted by law, Government-wide regulation, and available training funds, will provide training for employees adversely affected by the Employer's decision.

Section 6. Minimize Hardship

The Employer will make a reasonable effort to minimize the hardship on bargaining unit employees who are adversely affected by an Employer decision.

Section 7. Notice to Employees

Employees adversely affected by the provisions of this Article will be given advance notice of their release from their competitive level in accordance with OPM regulations. Such employees will receive at least forty five (45) days general notice.

Section 8. Salary Retention

Employees will receive saved grade and/or saved pay to the extent allowed by law. Saved grade and saved pay is also known as retained grade and retained pay.

Section 9. Miscellaneous Rights

A. Employees who are demoted as a result of a RIF will be granted grade and/or pay retention in accordance with 5 U.S.C. 5362 and 5 U.S.C. 5363. Employees who are offered and accept demotion by management because of an impending RIF may be granted the benefit of highest previous rate, saved grade or saved pay under GSA regulations. Saved grade and saved pay are also known as retained grade and retained pay.

B. In addition, the employees covered in (A) above, will be given priority in the consideration for or placement in positions which are equal to their retained grade or pay.

C. Employees designated for separation under RIF will be placed on the Reemployment Priority list and in the Displaced Employees Program upon completion of necessary forms. These employees will be considered for appropriate vacancies in accordance with FPM 351 Subchapter 8 and FPM 330, Subchapter 2 and 3, and will continue to receive such consideration under conditions prescribed in those subchapters of the FPM.

Section 10. Relocation Expenses

Employees who are relocated by the Employer as a result of actions covered under this article may receive relocation expenses and a reasonable amount of time for arranging the move as allowed by law and applicable regulations.

Section 11. Reemployment Rights

The Employer agrees to consider employees separated by RIF for rehiring prior to filling vacancies in their former positions by any outside hires. RIF'd employees may be rehired according to retention standing on the register.

Section 12. Outplacement Policy

The Employer agrees to implement a vigorous outplacement program for employees who are to be separated from the Agency. The primary aim of the program will be to find continuing Federal employment for affected employees. The efforts to secure employment will be extended to the private sector and non-Federal public sectors if placement in another Federal agency is not possible.

Section 13. Competitive Areas

Competitive areas are established by each Region and the Central Office. If the Employer initiates a change in the competitive area at any location, the Union will be notified.

Section 14 - Other Reorganizations that Do Not Result in RIF

The Employer will notify the Union of reorganizations that do not result in a RIF but may result in a change in conditions of employment via the provisions of Article 9. The other provisions of this Article do not apply to such reorganizations.

Section 15 - Temporary Employees

The provisions of this Article do not apply to temporary employees. However, if a temporary employee is separated for lack of work or funds, or regulations, the Employer will, upon request, inform the employee of available vacancies within GSA or other Federal agencies to which they may be eligible to apply.

ARTICLE 29 - FURLOUGHS FOR THIRTY DAYS OR LESS

Section 1. Purpose

This Article sets forth procedures which will be followed if the Employer determines that it is necessary to furlough bargaining unit employees for thirty (30) days or less due to a lack of work, funds, or operating authority. These procedures will be carried out in accordance with law and Government-wide regulations. This Article does not apply to intermittent employees.

Section 2. Notification to the Union

Before the Employer furloughs bargaining unit employees, the Union will be provided:

- a. Sixty (60) days notice when possible, but not less than thirty one (31) days;
- b. the reason for the furloughs;
- c. the organizational segment(s) affected by the furlough; and
- d. the estimated number of employees to be furloughed.

Section 3. Notification to the Employees

Employees will be given thirty (30) days notice prior to the effective date of the furlough.

Section 4. Volunteers

- A. When it is necessary to furlough some but not all employees in an organizational segment, the Employer will first solicit volunteers at the affected work site. Employees may either make known their willingness to accept a furlough or they may submit a voluntary request for leave without pay (LWOP).
- B. If a sufficient number of volunteers does not come forth, then the Employer will select employees for furlough on a fair and equitable basis.
- C. Any employees not furloughed must be qualified to perform the functions that are to continue to be performed during the period of furlough.

Section 5. Scheduling Furlough Days

When the Employer has made a decision to furlough employees for a specified number of days during a specified period of time, employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These schedules will be accommodated as much as possible giving due consideration to workload and staffing requirements.

Section 6. Leave during Lapse of Appropriation

- A. Employees who are on approved annual leave when a furlough is required due to lapse of appropriation will be permitted to complete the approved leave. Upon expiration of the approved leave if the absence of an appropriation persists, the employees will be furloughed. Under no circumstances will an employee be allowed to take unaccrued annual leave during a lapse of appropriation.
- B. Employees on sick leave during a lapse of appropriation are subject to the conditions as stated in (A) above. Additionally, employees on sick leave will be placed in furlough status upon termination of the illness.

Section 7. Employee Compensation during Lapse of Appropriation

- A. Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.

B. Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated when appropriations are approved if in accordance with law and regulation and provided for in the appropriations.

Section 8. Benefits

Life insurance and health benefits will be provided furloughed employees in accordance with OPM regulations.

ARTICLE 30 - DISCIPLINE

Section 1. Definition

For the purposes of this Article, disciplinary actions are defined as removals, suspensions, reductions in grade or pay, Warning notices, and reprimands.

Section 2. Actions excluded

The provisions of this article do not apply to:

- A. A suspension or removal under Section 5 U.S.C. 7532 (National Security),
- B. A reduction in grade or removal under 5 U.S.C. 4303 (performance),
- C. Actions initiated under 5 U.S.C. 1206 (Special Counsel-MSPB),
- D. Emergency suspensions under the "crime provision" of 5 U.S.C. 7513 (b) (1),
- E. The termination of a probationary, trial period or temporary employee,
- F. The termination of intermittent employees due to lack of funds or work.

Section 3. Policy

A. The Parties agree that the objectives of disciplinary measures are to prevent the recurrence of misconduct, to correct employee behavior, and to maintain discipline and morale among other employees. The Parties further agree that emphasis will be placed on preventing situations that result in disciplinary actions. Supervisors will not store up criticisms, but will discuss any perceived problems with employees as soon as such problems arise.

B. Disciplinary actions will be taken for just and sufficient cause to promote the efficiency of the Service. All such actions shall be based on standards equitably applied to all employees.

C. Disciplinary actions will normally be progressive in nature consistent with the prevention of further misconduct. However, major offenses may be cause for severe action, including removal, even if no previous discipline has been taken against the employee.

D. Supervisors must be aware that the disciplinary actions recommended in the Penalty Guide (OAD P 5410.1) are advisory in nature. A number of factors are relevant for the Employer's consideration in determining the appropriate penalty. After consideration of these factors the supervisor may, in some circumstances, decide to select a penalty less than (or even greater than) those specified in the Penalty Guide. Those factors generally recognized as relevant include the following:

1. the nature and seriousness of the offense, and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. the employee's job level and type of employment, including fiduciary role, contacts with the public and prominence of the position;
3. the employee's past disciplinary record;
4. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
5. the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
6. the consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. the consistency of the penalty with the Penalty Guide;
8. the notoriety of the offense or its impact upon the reputation of the agency;
9. the clarity with which the employee was put on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. the potential for the employee's rehabilitation;
11. any mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Section 4. General

A. Privacy of Corrective Discussion

Discussions with employees regarding conduct or corrective measures will be conducted in private to avoid embarrassment.

B. Representational Rights

Employees are entitled to request union representation for an investigative meeting which the employee reasonably believes could result in discipline against him/her. If the employee requests union representation and a representative is not immediately available, the Employer will: 1) cancel the meeting, 2) delay the meeting for a reasonable period of time until representation can be secured, or 3) continue the meeting but assure the employee that discipline will not be taken based upon what is said at the meeting.

C. Documentation

1. When a disciplinary action is initiated (i.e. a warning notice, reprimand or proposal notice is issued) the employee will be given the opportunity to review the evidence relied upon by the Employer which forms a basis for the reasons and specifications of the action. If the action is based on an investigative report, those portions of the report that relate to the specifications will be made available to the employee.

2. Upon request, the employee will be given two copies of the evidence referenced in C1, above.

3. Employees will be given two copies of the notice of proposed action and two copies of the final decision. The text of the final decision will contain a statement of the employee's representational and grievance rights and/or MSPB rights, if applicable.

D. Time Limits

1. Disciplinary action should be timely. Timely does not mean that disciplinary action should be taken in haste.

2. The Parties agree that a request for a reasonable extension of the time limits in this Article will normally be granted upon a demonstration of need.

E. Criminal Charges

The Employer may postpone initiating disciplinary action for offenses related to pending criminal charges. In such cases the time limits in D, above, will begin when the Employer is informed of the final resolution of the criminal matter.

Section 5. Letters of Instruction/Counselling

A letter of instruction/counselling is an informal notification from a supervisor to an employee calling attention to the fact that certain actions are inappropriate and advising that if such actions occur in the future disciplinary action may result. Letters of instruction/counselling are not placed in an employee's Official Personnel Folder.

Section 6. Procedures - Warning Notices and Reprimands

A. Warning Notices

A warning notice is a letter of reproof for an infraction (ordinarily a first offense not too serious in nature). A copy will be placed in the employee's Official Personnel Folder for a period of one (1) year. It may be withdrawn earlier.

B. Official Reprimands

A reprimand is a formal notice of censure for a serious incident of misconduct or repetition of an infraction for which the employee has been previously warned. A copy will be placed in the employee's Official Personnel Folder for a period up to three (3) years. It may be withdrawn earlier.

C. Taking Corrective Action

Supervisors are normally responsible for investigating possible misconduct and initiating disciplinary action. Except where a formal record sufficient to take discipline already exists, such as a report of investigation conducted by the Office of Inspector General or a court record, the supervisor must follow these procedures:

- Interview the employee who has allegedly committed an offense.
 - Interview witnesses and any others who can provide pertinent information.
 - Try to reconcile any conflicting statements or other evidence. Reinterview the parties concerned if appropriate.
1. Before issuing a warning notice or reprimand, the supervisor must discuss the incidents giving rise to the discipline with the employee or permit the employee to review and comment on a GSA Form 225, Record of Infraction, or other written report or description of the incidents. A 225 or other written report must be prepared when the supervisor is recommending action to a higher level. Employees will normally be given no more than five (5) working days to review and comment on the report. A reasonable amount of official time will be allowed to prepare a response to the report.
 2. Copies of all statements, letters and/or investigative reports upon which the notice is based will be attached to the written report for the employee's review.
 3. The supervisor will not select the specific disciplinary action to impose or recommend until after discussing the incidents with the employee or reviewing the employee's response to the written report as appropriate.
 4. The supervisor will discuss the final decision with the employee and/or the employee's Union representative. If a warning notice or reprimand is issued, the employee will be informed of the right to grieve the action under Article 7 with the deciding official.
 5. Upon request, the employee will be given copies of any written documents that were relied upon in issuing the warning notice or reprimand.
 6. In locations where the Form 225 is presently used, the practice will remain in place unless the Employer notifies the Union of an intent to change this practice and negotiates in accordance with law and this Agreement.

Section 7. Procedures -- Suspension, 14 Days or Less

A. Proposal Letter

When the Employer proposes to take a disciplinary action consisting of a suspension of fourteen (14) days or less, the employee will be issued a proposal letter. The letter will include at least fifteen (15) calendar days advance notice commencing on the date of the employee's receipt of the proposal letter. No decision on the proposed penalty will be effected prior to the expiration of the fifteen (15) day advance notice. The proposal letter will also include specific reasons for the issuance of the letter and contain reply rights as specified in this section.

B. Employee's Response

1. Upon receipt of the proposal letter the employee will have a reasonable amount of time, but no less than ten (10) calendar days to answer orally, in writing, or both and to furnish affidavits and other documentary evidence in support of the response. The time limit for response will be specified in the proposal notice.
2. The employee has the right to be represented by a representative of his or her choice during this procedure.
3. When an employee chooses to make an oral reply, the reply will be heard by the deciding official or designee. The employee will be provided with a copy of the summary.

C. Employer's Decision

1. In arriving at his/her written decision, the deciding official will consider only the reasons specified in the notice of proposed action and will consider any reply of the employee or his/her representative.
2. The deciding official shall issue a written decision, including the reason(s) therefore, at the earliest possible date following receipt of the employee's response or after the response period if there is no employee response. The decision will be issued within fifteen (15) calendar days following the response period unless the employee's response raises issues that require further investigation or may impact the decision.

Section 8. Procedures - Suspensions of More Than 14 Days, Reduction In-Grade or Pay and Removals

A. When the Employer proposes to suspend for more than fourteen (14) days, reduce in grade or pay or remove an employee, the employee is entitled to:

1. At least thirty (30) calendar days advance written notice stating the specific reasons for the proposed action and informing the employee of his/her right to review the material on which the proposal is based and which is relied on to support the reasons in the notice of proposal.

2. Fifteen (15) calendar days to answer orally or in writing and/or both. (Upon request the employee will be provided with a reasonable amount of official time to review the material relied upon to support the proposal notice, to prepare an answer and to secure affidavits or other documentary evidence in support of an answer.)

3. Be represented by a representative of his/her choice.

- The Employer may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position.

- The rights of the Union under this Agreement will not be construed to preclude an employee from being represented by an attorney or other representative; however, if the employee elects the appellate procedures established by law, the employee will be responsible for arrangements and costs associated with such an appeal including attorney fees and court reporter costs.

4. A written decision and the specific reasons therefore at the earliest possible date following the employee's response. The decision will inform the employee of his/her appeal rights.

B. When an employee chooses to make an oral reply, the reply will be heard by the deciding official or designee.

C. The final decision in any action covered by this section must be made by the deciding official or designee. The final decision letter will contain the specific reasons for the decision and will be issued at the earliest possible date after receipt of the employee's oral reply and/or written reply or after the date that such reply would have been due.

D. The Employer will prepare a summary of any oral reply. The employee will be provided a copy of the summary.

E. In arriving at his/her written decision, the deciding official will consider only the reasons specified in the notice of proposed action and will consider any reply of the employee or his/her representative. The notice of final decision including the effective date of the action will be issued to the employee at or before the time the action will be effective. An extra copy of the final decision, marked for the Union, will be provided to the employee.

Section 9. Appeal of Disciplinary Action

A. Written warnings, reprimands or suspensions for fourteen (14) days or less are grievable under Article 7 of this Agreement.

B. Suspensions of more than fourteen (14) days, reductions in grade or pay, and removals may be appealed within twenty (20) calendar days to the Merit Systems Protection Board or may be grieved under Article 7 of this agreement.

Section 10 - Harmful Error

In accordance with 5 U.S.C. 7701(c)(2), an otherwise valid disciplinary action may only be overturned for procedural error if the employee shows that the error caused substantial harm or prejudice to his/her rights such that if the error had not been made the Employer might have reached a different conclusion on the appropriate discipline to impose.

Section 11 - Union Copy of Documents

An employee who receives one of the following documents from the Employer will be furnished one additional copy of the document which states at the top of the first page in capital letters "UNION COPY."

1. Instruction or warning;
2. Reprimand;
3. Proposed disciplinary action;
4. Decision to take disciplinary action.

Section 12. Off-duty Misconduct

Disciplinary action, if taken, must be based on activity which, if verified, would have some nexus (i.e., some relationship) to the employee's position. The Parties agree that the conduct of employees while off duty shall result in disciplinary action only when there is a nexus between the conduct and the employee's official position.

ARTICLE 31 - EMPLOYEE SPACE

Section 1. Space Redesigns

The Employer will engage in negotiations as appropriate with the Union when redesigning space occupied by employees and will consider union views if redesign is caused by technological requirements necessary for performance of work.

Section 2. Space Assignment

Assignment of space will be as equitable as possible given that portion of the total office space that is required for work stations and should take into account the specific duties assigned to an employee. Space assignments will be based upon sound business principles.

Section 3. Space Relocation

The employer will notify the Union prior to undertaking any move of bargaining unit employees involving a formal organizational component or substantial portion thereof. Space relocations will be based upon sound business principles.

Section 4. Safety

Offices will be designed or altered in a manner that ensures safe entry and exit and, to the extent practicable, eliminates hazards.

Section 5. Smoking/Non-Smoking

The Employer will make every effort to alter employee space in order to accommodate employees who either do or do not smoke, in accordance with Government-wide smoking regulation and an applicable supplemental negotiated agreement.

Section 6. Conference Space

When employees are assigned tasks that require spreading out of work or meetings they may, with supervisory concurrence, schedule the use of conference rooms that are not occupied. If conference rooms are occupied, where practicable, supervisors will make alternative arrangements available to employees to meet work needs. Scheduling the use of conference rooms for other purposes by employees shall be in accordance with applicable laws, rules, and regulations.

Section 7. Clean-up Campaigns

Clean-up campaigns are conducted for the purpose of maintaining efficiency, morale, health, and safety.

ARTICLE 32 - WAGE SURVEYS AND PAY RATE DATA

Section 1. Surveys

The Employer agrees to notify the Union of regular wage change survey schedules when such survey information is received and relates to wage system employees in the unit.

Section 2. Rate Changes

The Employer agrees to provide the Union a copy of any official pay schedule (WG or GS) which affect bargaining unit employees.

ARTICLE 33 - FEDERAL PROTECTIVE OFFICERS

Section 1. Shift Preparations

A reasonable amount of time will be allowed at the beginning and end of the shift for FPO's to check out and return weapons and accomplish other readiness or close out functions required by the Employer to be performed at work.

Section 2. 24-Hour Contact

An employee who is required by his/her supervisor to maintain twenty-four (24) hour contact with the Employer, or who is serving in a mobile capacity and must report his/her location, will be authorized to use FTS access lines, commercial lines, or place a collect call. For any accrued costs for such duty-related telephone calls by an FPO to his/her supervisor, duty station, or the Control Center, the employee will be promptly reimbursed, normally from the Imprest Fund (petty cash) within one (1) week after the claim is submitted to the supervisor.

Section 3. Equipment Distribution

The Employer will determine in advance whether riot equipment, including guns, will be distributed prior to deployment of personnel to their duty stations during an emergency or riot situations. In instances where the normal duty assignment is an unusually far distance from a firearm distribution point, the Employer may authorize an officer to carry his/her gun, unloaded, directly to and from the place of duty or to and from his/her residence while in an off duty status. In such cases, the employee must carry the written permit issued by the Employer and the weapon must not be carried on public transportation.

Section 4. Uniforms and Equipment

A. The Employer will issue uniforms, equipment and firearms in accordance with the Law Enforcement and Security Operations Guidelines Handbook.
B. It is the Employer's policy that weapons should be assigned exclusively to individual officers. The individual FPO will be accountable for the weapon when it is in his/her possession. When individual lockers are provided, sealed keys will be maintained by the individual FPO, as well as by the supervisor. The supervisor may make an inspection of the weapon at any time. C. If repairs are needed to keep the weapon serviceable, it will be brought to the supervisor's immediate attention. A replacement weapon will normally be issued during the period that a weapon is being repaired. When a replacement weapon is issued and practice is necessary, such practice will be scheduled as soon as possible.
D. The FPO will carry a weapon while officially on duty, except when directed otherwise. However, the FPO will not be allowed to carry a weapon while on call or when reporting to a TDY location, unless specifically approved by the Employer on a case-by-case basis.

Section 5. Medical Services

Federal Protective Officers who are assigned to duty in areas identified by the Public Health Service as diseased or contaminated will be provided necessary health services including shots or medical checkups before and after the assignment.

Section 6. First Aid and CPR Training

The purpose of providing training in CPR, Refresher Course and First Aid for Federal Protective Officers is to maintain the employees' knowledges, skills, and abilities. Whenever possible, such training will be provided at the duty station, during the employee's normal tour of duty to avoid splitting an officer's days off.

Section 7. Patrol Vehicles

A. An FPO should report a problem with a patrol car that he/she is operating immediately to the supervisor. The FPO will follow the supervisor's instructions as to the appropriate action to be taken for scheduling necessary

repairs.

B. Upon approval of the supervisor, if an FPO believes that a vehicle is unsafe he/she may dead line (i.e., vehicle is not serviceable and not to be used) the vehicle.

C. It is the policy of the Employer to replace tires that are worn and do not meet minimum requirements established by the agency.

D. Radios will be kept in good operating order.

E. Prisoner Transport Compartments may be installed in patrol vehicles. When an FPO is transporting a prisoner, an effort will be made to make a vehicle with a Prisoner Transport Compartment available to the FPO.

F. Emergency equipment will be operational when being used for patrol.

G. FPOs will exercise due care in the use of all equipment supplied by the Employer. Any damage or malfunction of equipment will be reported immediately to the supervisor.

ARTICLE 34 - ALTERNATIVE SCHEDULES

Section 1. Application

The Parties recognize that flexible work schedules can attract a quality workforce as well as improve employee morale, and the Employer agrees to give due consideration to flexible scheduling of employees.

Section 2. Definitions

A. Flexitour. An established tour of duty which is different from the official hours of work excluding shift schedules.

B. Flexitime. A system of scheduling which splits the workday into two distinct kinds of time: core time and flexible time.

C. Flexible time. The designated time bands within which an employee may arrive at and depart from work.

D. Core Time. The designated time band during which all employees must be on duty unless in a approved leave status or at lunch.

E. Compressed Time.

1. 5/4-9. A schedule which, within a pay period of ten (10) workdays, includes eight (8) nine-hour days, one eight-hour day and one nonwork day.

2. 4-10. A schedule which includes four (4) ten-hour days and one nonwork day each week.

F. Official Hours of Work. Official hours of work are the standard office hours currently established in the various Regions and Central Office.

G. Tardiness. Employees authorized to follow the flexitime provisions of this article will be tardy if they do not arrive at work by the end of the morning time band.

Section 3. Flexible Schedule

A. All regional supplemental agreements on alternative schedules currently in place at locations with NFFE bargaining unit employees will remain in effect unless and until changed through negotiations or cancelled by provisions within those respective supplements.

B. In accordance with Section 2, above, either Party at the regional level may request to negotiate a regional supplemental agreement on alternative work schedules for bargaining unit employees at duty locations under the control of that region. These supplemental agreements may address locations not currently covered by alternative work schedules or modify existing alternative schedules.

C. Any regional supplement must incorporate, and may not conflict with, the terms and conditions of this master agreement.

Section 4. General Exceptions

The Parties recognize that certain positions or organizational segments, because of the nature of the work performed, may not be suitable for alternative work schedules. Continuous duty and building security employees are excluded from alternative schedules.

Section 5. Productivity

The Parties agree that alternative schedules should enhance productivity and employee morale and decrease leave usage and must be avoided if productivity is adversely affected. Prior to making any changes in organizational schedules the Union will be informed and provided an opportunity to negotiate in accordance with the Statute.

Section 6. Flexitime Schedule

A. The following is a sample of a flexitime schedule. However, flexible bands and core time will be negotiated to meet the needs of the particular organization.

(SAMPLE)

8:00 a.m. Official Office Hours 4:30 p.m.

7:00 a.m. - 8:00 a.m. 8:00 a.m. - 3:30 p.m. 3:30 p.m.- 4:30 p.m. Flexitime Arrival Core Time Flexitime Departure
All Employees must be Present

B. "Employees may arrive at work any time during the morning flexible band and depart after completing their required number of hours. Employees may choose either a compressed alternative work schedule, such as the 5/4/9, or a flexitime schedule, if authorized under the applicable Regional Supplemental Agreement."

D. Lunch periods must be taken between 11:30 a.m. and 2:00 p.m. as designated by the supervisor. This means employees must be back at their work station no later than 2:00 p.m.

Section 7. Exceptions and Changes

A. The mission of GSA must take priority. Because of specific job requirements in some offices, the same degree of personal choice may not be possible for all employees. For example, situations involving employees who work as a team, offices with small staff or limited ceilings, the need for coverage, continuous duty and unusual shift schedule, identification of key employees, etc., may limit the degree of flexibility possible in a particular office. Determinations of exceptions by management will be based on the operating needs of the Agency.

B. Managers and supervisors may require employees or groups of employees to go off alternative schedules to meet Agency needs. If such changes are to be made permanent, prior written approval of the appropriate official is required. Supervisors may rearrange work schedules or temporarily suspend the flexible bands due to work exigencies. The employee will be given as much advance notice as possible.

Section 8. Adverse Agency Impact

A. If management determines that there is adverse agency impact in any organization within GSA as defined in Public Law 97-221, due to the alternative schedule management at the regional level will inform the RVP (this includes Central Office locals) and seek to terminate the schedule as provided under paragraph 6131 of the law.

B. If an alternative schedule is terminated, the affected employees will revert to the standard hours of work in effect in their organization.

Section 9. Duration

This Agreement shall have the same duration as that of the National Agreement and shall continue until (1) it is modified or superseded by the National Agreement or a supplement thereto, (2) it is terminated by the Employer in accordance with 5 U.S.C. 6131, or this agreement or (3) its statutory authorization (or extension thereof) expires.

Section 10. Job Sharing

A. Job sharing is a form of part-time employment in which the tours of duty of two (or more) employees are arranged in such a way as to cover a single full-time position.

B. Although they share the duties of a full-time position, job sharers are considered to be individual part-time employees for purposes of appointment, tour of duty, pay, classification, leave, holidays, benefits, position change, service credit, recordkeeping, reduction in force, adverse actions, grievances, and personnel ceilings.

C. Specific work schedules depend upon the nature of the position as well as the needs of the agency and the job sharing team. Scheduling should take advantage of the fact that two people, rather than one, are filling the position. Almost any reasonable arrangement is possible. The possibilities include overlapping time, split shifts, or working in different locations at the same time. Work schedules can be from 16 to 32 hours per week and can be varied in the same way as other part-time employees.

D. A proposal can come from a full-time employee who wants to reduce work hours, a team of job sharers, or a supervisor who who wants to consider filling a vacancy with job sharers. When a proposal originates from a bargaining unit employee, the Employer will make a reasonable effort to fill the position in this manner.

Section 11. Flexiplace

A. Employees may request the establishment of flexible workplace arrangements due to convalescence from an injury or illness, for maternity or paternity reasons, handicapping condition, and in general for positions which are inherently site independent.

B. The agency will follow the general guidelines set forth in applicable agency regulations.

ARTICLE 35 - ORIENTATION OF NEW EMPLOYEES

Section 1. Initial Processing

All new unit employees will be informed by the Employer that NFFE is the exclusive representative of employees in the unit. Each new unit employee will be given a copy of this Agreement and any supplement by the Employer.

Section 2. Orientation Session

A representative of the Union shall be afforded a reasonable period of time to speak at group orientation sessions, where scheduled, to provide unit employees with an introduction to the role of the Union. The Union representative may not solicit membership during this presentation.

Section 3. Employee Update

The Employer will furnish the Union the following information regarding new unit employees within the first work week of the following month on which they entered on duty:

- Full name;
- Position, title and grade;
- Organizational assignment;
- Date of entrance on duty; and
- Correspondence symbol, if available.

ARTICLE 36 - VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Dues Allotment

Any NFFE bargaining unit employee may make a voluntary allotment for payment of dues to the NFFE.

Section 2. Union Responsibility

A. The employee shall obtain SF-1187, Request for Payroll Deductions for Labor Organization, from NFFE and shall file the completed SF-1187 with the designated NFFE representative. The employee shall be instructed by NFFE to complete the top portion and part B of the form. No number shall appear in block 2 of the form except the employee's social security number.

B. An official of the Union will certify on each SF-1187 that the employee is a member in good standing of NFFE, insert the amount to be withheld and the appropriate local number, and submit the completed SF-1187 to the servicing personnel office involved.

C. The Union agrees to inform the Employer of changes in the following:

1. The title and address of the Union officials responsible for certifying on each employee's authorization form the amount of dues to be withheld.
2. A change in the dues structure or amount. If the change is the same for all members of the local a blanket authorization may be used which includes only the local number and the new amount of dues to be withheld. If the change involves a varying dues structure, the notification must include the local number, the name and social security number of each member, and the new amount of dues to be withheld for each member. Dues changes will be limited to once a year for each location.

Section 3. Management Responsibility

A. The Employer will certify the employee's eligibility and will ensure that dues withholding is effected at the beginning of the first full pay period following receipt of the properly completed SF-1187 in the servicing personnel office.

B. Each pay period, deductions will be made and The National Payroll Center (NPC) of GSA will forward to the NFFE National Treasurer at 2020 K Street, N.W., Suite 200, Washington, D.C. 20006 the following information:

1. A bi-weekly remittance for all dues deducted.
2. A listing of all dues withheld, segregated by GSA code (the union will be given a listing of GSA codes and their corresponding NFFE locals) and identifying the name of each employee from whose pay dues was withheld, the amount withheld, and the employees' social security numbers.
3. Identification of employees for whom allotments have been temporarily or permanently stopped and the reasons therefore.
4. A summary for each local showing the total number of employees for whom dues were withheld, the total amount withheld, and the amount due NFFE.

C. In lieu of the listings provided for in Section 3(B), GSA may provide the National Office of the NFFE a computer tape in a format to be agreed upon at such time as both NFFE and the Agency have the facilities to process tapes.

D. It is the responsibility of the Employer to ensure that bargaining unit employees who are transferred, reassigned, etc., within the bargaining unit remain on dues withholding.

E. The Employer will permit and process voluntary allotments of dues in accordance with this Article and the Statute. It is the responsibility of the Employer to process Standard Forms 1188 in accordance with the terms and conditions specified on Standard Forms 1187 and this Agreement.

Section 4. Revocation of Dues Withholding

A. An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1188 or by memorandum in duplicate and submitting it to the appropriate servicing personnel office. The revocation will become effective as of the first full pay period after September 1 of each year provided that the revocation was received by the servicing personnel office on or before August 15 of the year, and provided the employee verifies that he or she has had NFFE dues withheld for more than one year.

B. In addition to revocations under A, above, GSA will terminate an allotment:

1. as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
2. at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE bargaining unit;
3. at the end of the pay period during which the servicing personnel office receives a notice from the NFFE that an employee member has ceased to be a member in good standing.

Section 5. Employee Responsibility

The servicing personnel office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for NFFE dues when the employee is promoted or assigned to a position not included in a bargaining unit represented by NFFE. If the dues allotments continue and the employee fails to notify his/her servicing personnel office, the retroactive recovery of dues withheld from NFFE shall not be made, nor shall a refund be made to the employee.

Section 6. Resolution of Problems.

The Parties recognize that problems may occur in the administration of this article and the dues withholding program. The Parties agree to exchange names, addresses, and telephone numbers of responsible officials and/or technicians of NFFE and GSA to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding.

ARTICLE 37 - DURATION AND TERMINATION

Section 1. Effective Date and Termination

A. This Agreement will become effective on the 31st day after execution. It shall remain in effect for three years.

B. It shall renew automatically for yearly periods after the third year unless either Party gives the other Party notice of its intention to renegotiate the Agreement no more than 105 days nor less than 60 days prior to the termination date. Negotiations will begin on a date mutually agreed upon by the Parties. Proposals will be submitted 30 days in advance of negotiations. The other Party will provide counterproposals 10 days in advance of negotiations.

C. If renegotiation of the Agreement is in progress but not completed upon expiration of the Agreement, the Agreement is automatically extended until a new Agreement takes effect.

Section 2. Reopening

This Agreement, except for its duration period as specified above, may be reopened only by mutual consent. The Parties may agree to reopen the Agreement for amendment at any time. Requests for reopening by either Party must be in writing and must indicate which article(s) and section(s) is to be amended. The receiving Party may also list sections to be discussed for amendment. If the Parties agree to reopen the Agreement, negotiations will be confined to the agreed upon sections.

Section 3. Printing and Distribution

The Employer will pay the cost of printing 12,000 copies of the National Agreement. The National Council President and each Regional Vice President will receive 200 copies. The NFFE National office will receive 50 copies. The Employer will receive the remaining copies. The Employer will make distribution of the Agreement to members of

the bargaining unit. Upon request, the Employer will provide the Union with additional copies, if available as needed.

APPENDIX A - Non-Professional Unit Description

NFFE Local 561 - Mobile, Alabama

INCLUDED: All employees in the General Services Administration, Mobile, Alabama, including guards and Federal Protection Officers.

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 81 - Nogales, Sells and Tucson, Arizona

INCLUDED: All employees employed by General Services Administration stationed in Nogales, Sells and Tucson, Arizona.

EXCLUDED: Professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, supervisors and guards as defined in the Order.

NFFE Local 1910 - Denver, Colorado

INCLUDED: All Wage Board employees of the General Services Administration, Region VIII, located in the Denver, Colorado Metropolitan Area.

EXCLUDED: Management officials, all General Schedule (GS) employees, employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, and supervisors as defined in Executive Order 11491, as amended.

NFFE Local 1642 - Washington, D.C.

INCLUDED: All non-professional (GS) GSA Central Office FSS employees in the metropolitan area of Washington, D.C.

EXCLUDED: Professional employees, guards, supervisors, managerial officials, employees engaged in Federal personnel other than a purely clerical capacity, confidential secretaries (Division level or above), Program Control and Evaluation Unit GS-5 and above, Executive Staff and Program Management Staff of the Commissioner GS-5 and above.

NFFE Local 1705 - Washington, D.C.

INCLUDED: All General Schedule and Wage Grade non-professional employees of the General Services Administration (GSA), Central Office, Metropolitan Washington, D.C. area.

EXCLUDED: GSA Central Office units currently covered by Exclusive Recognition, and the Federal Supply Service and the National Archives and Records Service; professional employees; supervisors; management officials; confidential employees; employees engaged in Federal personnel work in other than a purely clerical capacity; and employees in the Office of Audits and Investigations.

NFFE Local 1800 - Washington, D.C.

INCLUDED: All non-professional, non-supervisory GS employees in GSA Region 3, Washington, Metropolitan Area, not covered under exclusive recognition.

EXCLUDED: All supervisors, managerial officials, employees engaged in Federal personnel work in other than a purely clerical capacity, WB employees, guards, and professionals.

NFFE Local 1800 - Washington, D.C.

INCLUDED: All WP employees in the Printing and Publications Division, Office of Administration, GSA, Region 3, Washington, Metropolitan Area.

EXCLUDED: Managers, professionals, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards and General Schedule employees.

NFFE Local 1515 - Tampa, Florida

INCLUDED: All General Schedule and Wage Grade non-supervisory employees of the General Services Administration, Tampa, Florida.

EXCLUDED: Management officials and supervisors, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards.

NFFE Local 1525 - Jacksonville, Florida

INCLUDED: All General Schedule and Wage Grade non-supervisory employees of the General Services Administration, Jacksonville, Florida.

EXCLUDED: Management officials and supervisors, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards.

NFFE Local 2000 - Miami, Florida

INCLUDED: All employees of GSA, Region IV, Atlanta, Georgia who are employed in Miami, Florida including employees under the direction of the Building Manager, Miami, Florida who are located in West Palm Beach, Perrine, Fort Lauderdale and Key West, Florida.

EXCLUDED: All professional employees, management officials, supervisors, employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7), employees described in units currently certified or recognized, and temporary employees whose initial appointments are one year or less.

NFFE Local 1766 - Atlanta, Georgia

INCLUDED: All Federal Protective Officers and Guards employed by the General Services Administration, Region 4.

EXCLUDED: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in the Order.

NFFE Local 137 - Boise, Idaho

INCLUDED: All Wageboard employees employed by the Buildings Management Division, Public Buildings Service, General Services Administration, Region 10, working in the Boise, Idaho, area.

EXCLUDED: Professional employees and those employees whose inclusion in the unit is prohibited.

NFFE Local 739 - Chicago, Illinois

INCLUDED: All trades and crafts and other wage grade employees within the Public Buildings Service, GSA, Region 5, Chicago, Illinois.

EXCLUDED: Management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 739 - Springfield, Benton and Rock Island, Illinois

INCLUDED: All non-professional PBS employees including guards and Federal Protective Officers of Area 2 of the Springfield Field Office, Benton and Rock Island, Illinois.

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 739 - Chicago, Illinois

INCLUDED: All non-professional WG and GS employees of the Chicago Interagency Motor Pool, Motor Equipment Division, Transportation and Public Utilities Service, GSA, Region 5, Chicago, Illinois.

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 1300 - Chicago, Illinois

INCLUDED: All custodial laborers and elevator operators employed by GSA in the Public Buildings Service at 844 Rush Street, Chicago, Illinois.

EXCLUDED: Professional employees, management officials, supervisors, employees described in 5 USC 7112(b)(2), (3) (4), (6) and (7), and employees who are represented.

NFFE Local 1300 - Chicago, Evanston, Rockford and Rock Island, Illinois and Hammond, Indiana

INCLUDED: All non-professional employees of the ADTS, Telecommunications Division of the Regional Office, Region 5, Chicago, Evanston, Rockford and Rock Island, Illinois and Hammond, Indiana.

EXCLUDED: Professional employees, management officials, supervisors, employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 1411 - Chicago, Illinois

INCLUDED: All regular non-supervisory GS and WG employees under the jurisdiction of the Federal Records Center, National Archives and Records Service at 7201 South Leamington and 1819 West Pershing Road, Chicago, Illinois.

EXCLUDED: All temporary employees, Management Officials, Professionals, Supervisors, Guards, Employees engaged in Federal Personnel work in other than a purely clerical capacity and the Secretary of the Installation Head.

NFFE Local 1411 - Chicago, Illinois

INCLUDED: All regular, non-supervisory GS and WG employees under the jurisdiction of the GSA Field Duplicating Plant, Office of Administration, Everett McKinley Dirksen Building, 219 South Dearborn Street, Chicago, Illinois.

EXCLUDED: All temporary employees, management officials, professionals, supervisors, guards, confidential employees and employees engaged in Federal Personnel work in other than a purely clerical capacity.

NFFE Local 1411 - Chicago, Illinois

INCLUDED: All custodial laborers and elevator operators employed by GSA in the Public Buildings Service at the Loop and Central Field Offices, Chicago, Illinois.

EXCLUDED: Employees at 844 Rush Street, Chicago and at Gary, Hammond and Wolf Lake, Illinois, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 1423 - Chicago Illinois

INCLUDED: All General Schedule and Wage Grade employees of the Federal Supply Service in the GSA Supply Depot at Chicago, Illinois.

EXCLUDED: Professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE GSA Region 5 Council of Locals - Chicago, Illinois

INCLUDED: All non-professional General Schedule (GS) and Wage Grade (WG) employees of the General Services Administration, Region 5.

EXCLUDED: Employees who are represented or who are barred by an agreement or petition, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, confidential employees, and supervisors and guards as defined in the Order.

NFFE Local 739 - Hammond, Indiana

INCLUDED: All non-professional employees of the General Services Administration Public Buildings Service, Hammond, Indiana.

EXCLUDED: Professional employees, management officials, supervisors, employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7), and guards.

NFFE Local 1635 - Jeffersonville, Indiana

INCLUDED: All non-professional PBS employees, GSA Region 5, Jeffersonville, Indiana.

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE GSA Region 5 Council of Locals - Forth Wayne, Indiana

INCLUDED: All Wage System and non-professional General Schedule employees of the Fort Wayne Public Buildings Service Field Office including duty stations Anderson and Muncie, Indiana of the General Services Administration, Region 5.

EXCLUDED: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors and guards (Federal Protective Officers) as defined in Executive Order 11491, as amended.

NFFE Local 1577 - Louisville, Kentucky

INCLUDED: All non-professional employees of GSA Region 4, Atlanta, Georgia, who are employed in Louisville, Kentucky.

EXCLUDED: All professional employees; management officials; supervisors; employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7); and employees in units currently recognized or certified.

NFFE Local 1593 - New Orleans and Harahan, Louisiana

INCLUDED: All non-supervisory, non-professional General Services Administration (GSA) employees in New Orleans and Harahan, Louisiana.

EXCLUDED: Management officials, supervisors, professional employees, employees in other exclusively recognized units, and employees engaged in Federal personnel work in other than a purely clerical capacity.

NFFE Local 1593 - New Orleans and Harahan, Louisiana

INCLUDED: All non-supervisory, non-professional General Schedule Federal Protective Officers and Guards employed by the General Services Administration (GSA) at New Orleans and Harahan, Louisiana.

EXCLUDED: Professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials and supervisors as defined in the Statute.

NFFE Local 1962 - Shreveport, Louisiana

INCLUDED: All non-professional employees of the General Services Administration (GSA) Region 7, employed in the Shreveport, Louisiana office and offices under the jurisdiction of the Shreveport office.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 USC 7112 (b)(2), (3), (4), (6) and (7).

NFFE Local 1972 - Baton Rouge, Louisiana

INCLUDED: All non-professional employees of the General Services Administration (GSA) Region 7, employed in Baton Rouge, Louisiana area and offices under the jurisdiction of the Baton Rouge area.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 589 - Jackson, Mississippi

INCLUDED: All Federal wage grade employees assigned to the office of Building Manager, Jackson, Mississippi.

EXCLUDED: All General Schedule employees; professional employees; management officials; supervisors; and employees described in 5 USC 7112(b)(2), (3) (4), (6) and (7).

NFFE Local 1634 - Kansas City, Missouri

INCLUDED: All wage system employees employed by the General Services Administration, Federal Supply Service, and all non-professional general schedule and wage system employees employed by the General Services Administration, Federal Supply Service, Printing and Distribution Branch, located in Kansas City, Missouri.

EXCLUDED: All wage system employees of GSA's Federal Supply Service Motor Pool in Kansas City, Missouri, professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in Executive Order 11491, as amended.

NFFE Local 1896 - Kansas City, Missouri

INCLUDED: All non-supervisory, non-professional employees employed by the Federal Protective Service Division, General Services Administration, Region 6.

EXCLUDED: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors as defined in the Order, and all employees of the Federal Protective Service Division located in the Greater Kansas City Area.

NFFE Local 1557 - Trenton, New Jersey

INCLUDED: All Public Buildings Service Wage Grade employees located at the US Post Office and Court House, Trenton, New Jersey.

EXCLUDED: Supervisors, management officials, and others excluded by the Order.

NFFE Local 1300 - Akron, Ohio

INCLUDED: All non-professional employees of the Telecommunications Division, ADTS, GSA, Akron, Ohio.

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 516 - Austin, Texas

INCLUDED: All non-supervisory, non-professional employees of GSA, Building Management Division Public Buildings Service, Austin Group, including General Schedule Federal Protective Officers and Guards, Telephone Operators, Print Shop Employees, Motor Pool Employees, and Self-Service Store Employees employed by GSA, Austin, Texas.

EXCLUDED: Professional employees, employees engaged in Federal Personnel work other than in a purely clerical capacity, Management Officials and Supervisors as defined in the Statute.

NFFE Local 1733 - Charlottesville, Virginia

INCLUDED: Wage Board employees of the General Services Administration, Region 3, Public Buildings Service, Buildings Operation Division, Charlottesville and Waynesboro, Virginia.

EXCLUDED: Management officials, supervisors, professionals, guards, and persons engaged in Federal personnel work in other than a purely clerical capacity.

NFFE Local 1817 - Parkersburg, West Virginia

INCLUDED: All non-supervisory, non-professional General Schedule and Wage Grade employees employed by the GSA Region 3 Public Buildings Service in Parkersburg Field Office and the Kanawha Field Office, W. VA.

EXCLUDED: Professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, supervisors and guards as defined in the Order.

NFFE Local 1300 - Milwaukee, Wisconsin

INCLUDED: All non-professional employees of the ADTS, Telecommunications Division, Milwaukee, Wisconsin.

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE Local 1300 - Milwaukee, Wisconsin

INCLUDED: All non-professional Motor Pool employees of the Transportation and Public Utilities Service, GSA, Milwaukee, Wisconsin.

EXCLUDED: Professional employees, management officials, supervisors and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

NFFE GSA Region 5 Council of Locals - Milwaukee, Wisconsin

INCLUDED: All non-professional employees of the Milwaukee, Wisconsin Public Buildings Service, General Services Administration.

EXCLUDED: All professional employees, management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, and all employees in the unit defined and certified in A/SLMR Case No. 50-9547 (RO).

APPENDIX B - PROFESSIONAL UNIT DESCRIPTION

NFFE Local 1642 - Washington, D.C.

INCLUDED: All professional (GS) GSA Office FSS employees in the metropolitan area of Washington, D.C.

EXCLUDED: Non-professional employees, guards, supervisors, managerial officials, employees engaged in Federal personnel other than a purely clerical capacity, confidential secretaries (Division level or above). Program Control and Evaluation Unit GS-5 and above, Executive Staff and Program Management Staff of the Commissioner GS-5 and above.

NFFE Local 1675 - Chicago, Illinois

INCLUDED: Professional non-supervisory employees of the Research and Testing Branch, 7400 South Pulaski Road, Chicago, Illinois 60629.

EXCLUDED: Management officials, supervisors, guards, employees engaged in Federal personnel work in other than a purely clerical capacity and non-professional employees.

NFFE GSA Region 5 Council of Locals - Chicago, Illinois

INCLUDED: All professional General Schedule (GS) employees of the General Services Administration, Region 5.

EXCLUDED: Employees who are represented or who are barred by an agreement or petition, non-professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, confidential employees and supervisors and guards as defined in the Order.

APPENDIX C - OFFICIAL TIME FORM SIGNATURES