

DO NOT DELETE

Final version reformatted in single space for publication  
on the 11th of June, 1993

AGREEMENT  
BETWEEN  
OVERSEAS PRIVATE INVESTMENT CORPORATION  
AND  
AFGE LOCAL 1534 (AFL-CIO)

## Table of Contents

<u>Article</u>	<u>Page</u>
PREAMBLE	3
PARTIES TO THE AGREEMENT AND DEFINITION OF BARGAINING UNIT	4
DURATION OF AGREEMENT	4
EMPLOYEE RIGHTS	5
UNION RIGHTS AND REPRESENTATION	10
EMPLOYER RIGHTS	13
EQUAL OPPORTUNITY	14
CAREER DEVELOPMENT AND TRAINING	15
POSITION CLASSIFICATION	18
MERIT PROMOTION	19
VACANCIES	19
PERFORMANCE APPRAISAL	20
ACCEPTABLE LEVEL OF COMPETENCE	20
FOR WITHIN GRADE INCREASE	20
REDUCTION IN FORCE, TRANSFER OF FUNCTION	21
OUTSIDE WORK AND REORGANIZATION	21
REASSIGNMENT	25
DETAILS	25
TIME AND LEAVE	26
OVERTIME	29
USE OF OFFICIAL FACILITIES	30
COMMUNICATIONS	31
OFFICIAL TRAVEL	32
SPECIAL ACTIVITIES	32
HEALTH AND SAFETY	33
AGREEMENT FOR	36
WITHHOLDING OF UNION DUES	36
DISCIPLINARY ACTION	39
GRIEVANCE PROCEDURE	42
ARBITRATION	45

ARTICLE 1  
PREAMBLE

THIS AGREEMENT REPRESENTS A GOOD FAITH EFFORT BY BOTH PARTIES TO PUT INTO WORDS AND DEFINE THE COMPLEX SOCIAL, ECONOMIC AND PSYCHOLOGICAL RELATIONSHIPS WHICH EXIST BETWEEN A GOVERNMENT AGENCY AND ITS EMPLOYEES. AS SUCH, IT IS RECOGNIZED THAT NOT EVERY SITUATION, PRESENT OR FUTURE, CAN BE COVERED OR ANTICIPATED BY SUCH AN AGREEMENT.

THEREFORE, BOTH PARTIES AFFIRM THAT THE FUTURE CONDUCT OF OUR RELATIONSHIPS WILL BE GUIDED BY THE SPIRIT IN WHICH THIS AGREEMENT WAS NEGOTIATED -- IN GOOD FAITH, WITH A MEASURE OF COMMON SENSE, AND WITH CONSIDERATIONS OF EQUITY FOR BOTH PARTIES.

IN THE CONDUCT OF THESE RELATIONSHIPS, THE EMPLOYER AFFIRMS ITS RESPONSIBILITY TO THE EMPLOYEES TO PROVIDE A POSITIVE ENVIRONMENT WHERE THE IMPORTANT BUSINESS OF OUR GOVERNMENT SERVICE MAY BE CONDUCTED IN A MANNER SO AS TO ALLOW EACH EMPLOYEE TO ACHIEVE HIS OR HER MAXIMUM POTENTIAL AND CONTRIBUTIONS TO THE MISSION OF THE AGENCY.

THE UNION, REPRESENTING MEMBERS OF THE OPIC BARGAINING UNIT, AFFIRMS ITS RESPONSIBILITY TO ENCOURAGE ITS MEMBERS TO OBSERVE THE LEGITIMATE PREREQUISITES OF THE EMPLOYER, TO BE RELIABLE AND DEPENDABLE, AND TO GIVE AN HONEST DAY'S WORK FOR AN HONEST DAY'S PAY.

IN THE HOPE AND BELIEF THAT THIS AGREEMENT WILL LEAD TO THE ACCOMPLISHMENT OF THESE AFFIRMATIONS, WE, THE PARTIES, HEREBY APPROVE THIS REVISED AGREEMENT ON THIS SEVENTH DAY OF MAY NINETEEN HUNDRED AND NINETY THREE (7 MAY 1993).

ARTICLE 2  
PARTIES TO THE AGREEMENT AND DEFINITION OF BARGAINING UNIT

Section 1. This Agreement is made and entered into, by and between the Overseas Private Investment Corporation (OPIC), a United States Government agency, hereinafter referred to as the Employer, and AFGE Local No. 1534 American Federation of Government Employees (AFL-CIO), hereinafter referred to as the Union, and collectively known as the Parties.

Section 2. This Agreement covers all members of the bargaining unit, which consists of all OPIC Employees except for the following which are specifically excluded by 5 USC 7112 (b).

1. Any management official or supervisor.
2. A confidential employee.
3. An employee engaged in personnel work in other than a purely clerical capacity.
4. An employee engaged in administering the provisions of the Statute.
5. Any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security.
6. Any employee engaged in investigation or audit functions relating to the work of individuals employed by the agency whose duties directly affect the internal security of the agency.

The following are excluded from the bargaining unit per agreement between the Employer and the Union.

7. Any student worker employed under a time limited appointment.

Section 3. As used hereafter in this agreement, the term "Employee" means a member of the bargaining unit.

Section 4. On September 14, 1971, OPIC Employees, including professionals, voted for the Union as their Exclusive Representative. The Union was certified as Exclusive Representative on September 22, 1971, and was recertified on September 12, 1990.

ARTICLE 3  
DURATION OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect for a period of 3 years from its effective date. It shall renew itself for successive one (1) year periods thereafter, unless written notice is given by either party to the other not less than sixty (60) days, but not more than ninety (90), days prior to the expiration date, that it is desired to amend or modify this Agreement. In the event such notice is given, the Parties shall begin negotiations not later than thirty (30) days prior to the expiration date. If negotiations are not concluded prior to the

expiration date, this Agreement shall continue in full force and effect until a new Agreement has been concluded and approved.

Section 2. The provisions of this Agreement can be amended or modified at any time by the written mutual agreement of the Parties.

ARTICLE 4  
EMPLOYEE RIGHTS

Section 1. The Employer's responsibility to the Employees of OPIC is for the establishment and maintenance of a work environment that provides the opportunity to work under conditions in which one can take pride and that promote quality work, protect human dignity, and assure equality of treatment within a career service based upon merit principles for these Employees eligible for the merit promotion program as defined in the Federal Personnel Manual.

Section 2. As provided by 5 USC 7102, 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. Such right includes the right --

1. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, Congress, or other appropriate authorities, and

2. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 3. Except as provided by law, or regulations of the Office of Personnel Management (OPM), an Employee is only accountable to the Employer for performance of official duties. Within this context, OPIC affirms the right of Employees to conduct their private lives as they deem fit. However, in their official capacity, Employees will be guided in their conduct by the Code of Ethics for Government Employees. Only in situations where the Employer has reasonable cause to believe that an Employee's behavior or conduct off the job, i.e., in his/her personal life, is of such nature as to preclude the Employee from satisfactorily performing his duties as an Employee, will the conduct be of concern to management.

Section 4. Neither the Employer (Management Officials or Supervisors) nor any Employee, will require or imply by request, that Employees are required to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to the performance of official duties to which the Employee is now assigned or may be assigned. The Employer may require the Employee to participate in activities, meetings, or undertaking that will lead to the development of skills, knowledge or abilities which either improve present performance or better qualify them for performance of their present duties or duties to which they may be assigned.

The Employer shall not request an Employee to make any report concerning any of his/her activities or undertakings unless: (1) such activities or undertakings are related to the performance of official duties or to the development of skills, knowledge or abilities which qualify the Employee for the performance of such duties; (2) there is a documented reason to believe that the Employee is engaged in outside activities or employment which is subject to reporting under applicable regulations related to conflicts of interest and outside employment; (3) there are other reports required by law or regulation.

Section 5. In no situation will the results of a Civil Action concerning an Employee be a matter of concern of the Employer unless the result of the civil action is a judgment that the Employee must pay money, or the judgment reflects a finding that the Employee is liable for actions which fall within the provisions of Section 14 of this Article, or the Agency is required by law to take an action.

Section 6. The Parties agree to the following non-discrimination policy:

1. In implementing and carrying out the provisions of this Agreement, neither party will discriminate because of race, color, religion, age, sex, national origin, lawful political affiliation, marital status, or physically or mentally handicapping condition.
2. Employees will not be required to disclose their race, religion, national origin, or political affiliation.
3. Article 7 of this Agreement dealing with Equal Employment Opportunity sets forth procedures related to making this policy effective.

Section 7. Employees shall have access to management officials in accord with this sub-section. Employees should present their work related problems first to their supervisors and if not satisfied, and wish to pursue the problem, should make every effort to strictly observe the chain of command. The Employee may also communicate with: the Office of Human Resources Management (HRM); the designated staff member of the Department of Legal Affairs on such matters as official standards of conduct and possible personal conflicts of interest and equal employment opportunity; appropriate Equal Opportunity counselors.

The Employee has the right to see his/her Union Representative. The Employee should have the Supervisor's permission to be absent from the working area to make these contacts although the exact nature of the contact does not have to be described.

Section 8. Subject to the provisions of the building lease, employees may decorate their work areas, provided that the decorations are in appropriate taste and provided that the property is not defaced, damaged or made unusable for its intended purpose.

Section 9. Employee personnel files will be maintained as follows:

1. The Official Personnel Folder prescribed by OPM is the official repository for records affecting an Employee's status and service during his/her entire Government employment. The folder provides the basic source of factual data about the Employee's employment history, and this is used primarily by HRM in screening qualifications, determining status, computing length of service, and other information needed in providing personnel services. In addition, folders may be reviewed by, or be used to furnish information to, supervisors and operating officials whose duties require access to such folders.

2. It is agreed that to the extent it is not contrary to law or regulations, each Employee and/or the Employee's designated Representative who has been so authorized in writing by the Employee shall, upon request, have access to review or photocopy any document appearing in the Employee's Official Personnel Folder, or other files maintained by or for the Agency to the extent the Agency has discretion over the access to these files, in accordance with applicable law and OPM and OPIC directives, provided however, such requests shall not be made so often by any Employee as to become unreasonable. This access will be permitted without prior approval or clearance by any OPIC staff other than a member of HRM. It is understood that such review shall take place in the presence of the HRM Representative having custody of the file.

3. The Employee will be afforded the opportunity to put on record any statement he/she wishes to make about derogatory information contained in the Official Personnel Folder. It is further agreed that no record in the Official Personnel Folder can be used as a basis for a disciplinary action against an Employee unless and until it has been disclosed to the Employee, except as provided by law or regulation. The official personnel records are only those prescribed by OPM, which constitute the record of the Employer. No derogatory material of any nature which might reflect adversely upon the Employee's character or government service will be placed in his Official Personnel Folder or any other official file without affording the Employee an opportunity to see and initial the material, except as the Employee does not have access to the files by reason of law or regulation. After being counseled regarding the placement of derogatory or partially derogatory material in an Employee's personnel folder, the Employee may file a grievance to have the material removed if he or she does not believe it is justified.

4. It is further agreed that where law, regulation or published Agency policy prohibit disclosure of any record, file or document to any Employee and/or the Employee's Representative, then such record, document or file may be made available only to those Administrative officials whose duties require access to such material.

5. It is further agreed that authorized persons other than HRM, or the immediate supervisor, may inspect an Employee's Official Personnel Folder, provided that, in accordance with the Privacy Act, the person has an official need to know, and further provided that person is required to sign a record indicating his/her name and date of inspection.

6. Records of complaints and charges determined to be unfounded and placed in the Official Personnel Folder, will be only those authorized by OPM as a required record or necessary to document Employee entitlements to back pay or other benefits. Such complaints and charges will not, under any circumstances, be considered a factor in connection with any disciplinary action, promotion, or the like.

7. Any derogatory information entered in the Official Personnel File which does not result in an official personnel action, will be removed from the Official Personnel File when the Employee leaves the Agency.

Section 10. The Parties agree that the first level supervisor is the primary focus of management responsibility for carrying out its mission; and the primary focus of the Employee for seeing that his/her individual contributions and development are maximized, and his/her rights are observed. Within this context, the Employer agrees to make every effort to see that its supervisors give good supervision to the Employees. The Employer also agrees that supervisors will be given training as provided in the Federal Personnel Manual (FPM), and as convenient for the Agency.

Section 11. The Union recognizes its responsibility to represent the interest of all Employees in the unit without discrimination and without regard to Union membership.

Section 12. The Parties understand and agree that nothing in this Agreement requires Employees to become or remain members of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 13. The Employer agrees to pay for membership dues in professional associations whenever an Employee is required to join such organization by the Agency, and it is in connection with the performance of official duties. Such memberships must be in the name of the Employer. The Employer also agrees to pay the travel and per diem expenses of the Employees directed to attend meetings of such organizations by an appropriate level of management, in advance, to the extent possible.

Section 14. It is recognized that all Employees are expected to pay promptly all just financial obligations. A just financial obligation is an obligation which the Employee acknowledges as not subject to dispute, or which has been reduced to a judgment of a court of competent jurisdiction or are imposed by law such as Federal, state or local taxes. In the event of a dispute between an Employee and a private individual or a firm, with respect to an alleged debt or financial obligation, where the debt is not acknowledged by the Employee or reduced to a judgment, the Employer will neither act as an arbitrator, nor will the Employer take any action against the Employee which is directly related to that debt.

It is agreed that the private life of an Employee is his/her own affair as long as the job performance of the individual is not affected, or he/she is not engaging in illegal or improper activity relating to job performance. Therefore, the Employer agrees not to use any investigative official,

either of the Agency or by way of retainer, to survey the activities of an Employee unless such Employee is engaged or suspected of engaging in illegal or improper activity related to job performance, or as may be required by the Agency to update security clearances.

Section 15. It is further agreed that it is the responsibility of supervisors to see that Employees are productively occupied. Therefore, if the performance of any Employee is questioned, it will be done solely by the supervisor or an authorized agency official, and not through other investigative means to the extent that the Employer controls such means.

Section 16. All other things being equal, if there is a disagreement among Employees pertaining to assignments, overtime or other work-related benefits, then the relative seniority of the Employees will be the deciding factor. Nothing in this section shall be construed to interfere with the Employer's right to assign work.

Section 17. The Parties agree that they will work cooperatively to improve the work environment, work relationships and job satisfactions of Employees. With these goals in mind, the Employer agrees to consult with the Union in improving the working environment.

Section 18. It is Agency policy that the use of government telephones for personal business is to be held to a minimum. This restriction applies to all employees of the Agency. However, emergency situations may arise where such calls are necessary. In such instances, the Employee should keep the time used to a minimum.

Section 19. In the event an Employee does not receive the correct amount due on a regular pay day, then, if the Employee so requests, the Employer should make every effort to ensure that the Employee receives emergency funds or a supplementary check issued within three days. The Employer will use its administrative discretion in scheduling the repayment of overpayments received in good faith by the Employees.

Section 20. Any salary or raises rightfully due an Employee which are wrongfully withheld by the Employer from the Employee will be repaid retroactively.

Section 21. The Employer intends to continue the present parking arrangements in a form no less favorable than presently exists (65 percent by OPIC; 35 percent by Employee). In case of a necessary unfavorable change in the present arrangements, it will attempt to reach agreement with Representatives of the Union before the change is implemented.

Carpools using OPIC monthly subsidized parking: If an OPIC employee uses carpooling as their primary mode of commuting (for over half of their commuting), the price of the monthly parking permit will be reduced by 15 percent for each additional OPIC employee up to 3 additional employees (e.g., if 2 employees carpool and the rate charged for employees is normally \$44 per month, the rate will be reduced 15 percent to \$37.40 per month).

OPIC will subsidize Employee transit expenses, as described in OPIC Administrative Instruction No. 45, dated May 9, 1992, as funding is available and within pertinent legal and regulatory provisions.

Since congested parking conditions and transportation problems are frequent conditions for the Washington, D.C. metropolitan area, Employees are expected to leave their homes in adequate time to arrive at work prior to the start of scheduled work hours. Lateness for such reasons should only be caused by exceptional conditions.

Section 22. Leave for Traffic Court: Employees will be granted annual leave (or leave without pay if they have no annual leave) for appearances at traffic court as a result of a lack of parking facilities.

## ARTICLE 5 UNION RIGHTS AND REPRESENTATION

Section 1. In accordance with the provisions of 5 USC 7114 (a)(1) and (2), the Union, as the exclusive representative of the Employees of the unit it represents, is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the unit. The Union is responsible for representing the interests of all Employees in the unit it represents without discrimination and without regard to Union membership.

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 practices or other general condition of employment; or
2. Any Examination of an 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, and (b) the Employee requests representation.

Any and all rights granted to the Union by 5 USC 7114 are hereby specifically incorporated by reference into this agreement.

Section 2. Union Representatives shall be designated in writing by the Union and shall be recognized by the Employer as Employee Representatives for Employees in the Bargaining Unit.

The Union may appoint up to three (3) Grievance Handling Representatives and three (3) Alternates, who shall be recognized by the Employer as Employee Representatives, and shall be available to the Employees during appropriate times for purposes of handling grievances.

Section 3. The Vice President (designated head of the bargaining unit) of the AFGE unit (VP) in OPIC will be eligible to use up to 4 hours per week of official, paid time for general union purposes (e.g., discussing Employee problems which may lead to grievances or appeals, preparing Employee notices, planning and research). This time may not be used for internal Union business (e.g., elections, dues drives). This time must be

spent on OPIC premises and must be used to conduct Union activities. The VP will schedule a specific block of 4 hours each week (e.g., Thursdays, 1:00 - 5:00 p.m.), agreeable with the VP's immediate supervisor. The VP may use the total 4 hours or less.

Additionally, the VP will be eligible to take local training of mutual interest to OPIC management and AFGE (e.g., labor management courses) of no more than 5 working days per year on official time. The cost of that training will be paid by OPIC, but OPIC will pay no cost for travel or per diem. Supervisory approval of the scheduling of the course is required.

Section 4. Union Representatives are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the Union under the terms of 5 USC. 7114, and in accordance with this Agreement. Union Representatives will be allowed to spend reasonable duty time in the exercise of their responsibilities as Union Representatives.

Reasonable duty time will be permitted Union Representatives for the following purposes:

1. Discussing grievances and appeals with Employees.
2. Preparing (including making inquiries) and presenting grievances and appeals.
3. Considering and preparing responses to proposed Employer directives when the Union has been specifically requested to do so by the Employer, or is doing so under the terms of this Agreement.
4. Meetings called by Management officials.
5. Consultations as called for in this Agreement.
6. Furthermore, prior to using duty time, the Employee Representative should notify his/her supervisor of the time, place and estimated duration of a meeting where the Representative's presence is required. If immediate release is not possible, the supervisor will arrange with the Representative for the earliest mutually agreed upon time.

Section 5. Representatives duly elected or appointed by the Bargaining Unit are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them under this Agreement. The solicitation of membership or dues and other internal business of the Union shall be conducted during non-duty hours.

Section 6. The Employer agrees it will consult with the Union prior to placing Union Representatives on special assignments and/or details away from the geographic area within which they serve.

Section 7. Except as required by law, no new policies or Administrative Instructions on matters affecting personnel policies, practices, or working conditions shall be adopted by the Employer without consultation in good faith with the Union. No substantive changes shall be made in any existing regulation concerning personnel policies, practices, or working conditions

without such consultation with the Union. The Parties shall meet to discuss and consult any proposed change at least ten (10) working days before implementation. Once the consultation requirement has been met, the change may be implemented immediately.

Section 8. Where this Agreement calls for consultation, there will be no change in the conditions of any regulations or mutually acknowledged agreements until such consultations are held in good faith. These consultations will be held within 10 working days after the Employer requests the consultation.

Section 9. Copies of statutes or of external regulations or directives applicable to OPIC which require or authorize amendments or new issuances will be provided to the Union with the draft document of such proposed amendments or new issuances.

The Union will be entitled to obtain any document concerning the agency budget which would otherwise be available under the FOIA without cost to the Union. During the Agency's annual budget preparation, the Union Representative will be given the opportunity to express the views and priorities of the bargaining unit regarding employee related activities, such as benefits, employee assistance, training and travel. This does not imply a right to negotiate, but rather for the Union to provide its input. Following action by OMB and by Congress, OPIC management will inform the Union representative of OPIC's initial overall budget allocations for these categories and the total FTE allocation for OPIC for the fiscal year.

Section 10. The Union and Management shall meet at the request of either party to discuss such matters deemed appropriate by either party. Meetings will be scheduled for a maximum of one hour unless mutually agreed otherwise. The Union will be represented by its designated representatives and observers of its choosing, not to exceed three. The Employer will be represented by its representative and any other participants it deems vital. The Employer will keep minutes and provide the Union a copy. The improvement and implementation of Union-Management meetings shall be the continuing concern of the Union and the Employer.

Section 11. It is recognized that during the life of this Agreement, changes in law, regulation or appropriate authority, or decisions of appropriate authorities may necessitate changes in personnel policies, practices, or other matters affecting working conditions. If the change leaves the Employer no discretion in the matter, the Union will be informed of the change. When the laws or regulations leave administrative discretion to the Employer in the implementation of the required changes, the Parties will consult, using the procedures established in Sections 7 and 8 of this Article.

Section 12. The Employer will afford the Union treatment equal to that enjoyed by other employee organizations.

Section 13. The Employer will provide the Union with two copies of OPIC directives or Administrative Instructions relating to personnel policies, practices and working conditions. The Union Vice President for OPIC will be placed on the distribution list for new issuances.

The Employer will make available to the Union for review and reproduction a copy of each and every directive of higher authorities received by OPIC, relating to personnel policies, practices and working conditions.

Employees are expected to follow the Directives of the Employer when they are published in writing and at the time they are distributed to the supervisory level.

Section 14. If possible the Union will advise the Director, HRM in advance whenever National officials and outside Representatives of AFGE plan to visit the Agency. Meetings with such officials should take place on non-duty hours, unless approval for use of duty hours has been obtained in advance through the Vice President, MS or the Director, HRM.

ARTICLE 6  
EMPLOYER RIGHTS

Section 1. In accordance with 5 USC 7106, nothing in this Agreement shall affect the authority of the Agency 1. to determine the mission, budget, organization, number of employees, and internal security of the Agency;

2. in accordance with applicable laws,

(a) to hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employee;

(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 actions may be necessary to carry out the Agency mission during emergencies.

Section 2. Should a management official feel that it is necessary to abrogate any provision of this Agreement in order to meet an emergency situation, he/she shall immediately communicate with the President of OPIC, advising him/her of all pertinent facts. The President shall consider the situation. If, in his/her judgment, an emergency of such gravity exists, the President shall advise the Union as soon as possible by notifying the Union VP of the actions required to carry out the mission of the Employer in this emergency situation. The President shall confirm this conversation in writing to the Union as soon as possible.

Section 3. It is understood that the provisions of this Article shall not nullify or abrogate the rights of Employees or the Union to grieve or appeal the exercise of the Management rights set forth in this Article.

ARTICLE 7  
EQUAL OPPORTUNITY

Section 1. It is the policy of OPIC to provide equal opportunity for all Employees by absolutely prohibiting discrimination because of race, color, religion, sex, national origin, lawful political affiliation, marital status, age or physically or mentally handicapping conditions. The Employer also agrees not to establish age limits, other than required by law, in any action involving an Employee of OPIC.

Section 2. The Employer and the Union agree that a diversified workplace enhances the overall mission and effectiveness of OPIC. Therefore, in addition to continuing its directed recruitment activities for women and minorities, OPIC will also:

1. Establish an in-house referral system where employees are encouraged to bring to the attention of management and to submit resumes of qualified women and minority applicants;
2. Contact former OPIC employees requesting their assistance in identifying qualified women and minority applicants.

Section 3. The parties agree that, as a goal, women and minorities will be represented at OPIC at all grade levels in at least the percentages of women and minorities in the Federal labor force.

Section 4. The Union will furnish a list of Employees as nominees for appointment as EEO Counselors. These nominees will be given consideration as Counselors by the head of the Agency.

Section 5. The Employer will designate, through a system which identifies interested and qualified personnel, an EEO director, a Federal Women's Program Coordinator, a Hispanic Program Coordinator and EEO counselors to assist in implementing equal employment opportunity in OPIC. The name and phone numbers of EEO counselors will be posted on bulletin boards.

Section 6. When an Employee believes that he/she is the victim of a discriminatory act, based on race, creed, color, religion, age, national origin, sex, or physically or mentally handicapping condition, while such Employee is engaged in official duties, the Employee shall first contact an EEO Counselor. If the Employee requires further interpretation or advice, the employee may contact the individual in the Legal Affairs Office designated to assist on EEO matters.

Section 7. The Parties agree that the EEO Program of OPIC shall be implemented in accordance with OPIC Directives, as supplemented by this Article.

Section 8. The Employer agrees to provide the Union Representatives with two (2) copies of the Employer's statistical reports on EEO, and two (2) copies of the EEO complaint procedure.

Section 9. For purposes of filing a discrimination complaint, Employees should follow procedures of Administrative Instruction No. 26-713. However, any Employee who wishes to file, or has filed, a complaint shall be free from coercion, interference, or reprisal and shall be entitled to expeditious processing of his or her complaint. Any Employee who seeks to file a complaint shall receive a reasonable amount of time to prepare and present the complaint without charge to leave, and shall have a right to select a Representative of his or her choice, who, if an employee of the Agency, shall also receive a reasonable amount of official time without charge to leave.

Section 10. Any employee, supervisory or non-supervisory, determined to have engaged in any discriminatory act against any other Employee will be subject to prompt disciplinary action as the circumstances warrant.

Section 11. The Employer will consult with the Union in the development and implementation of all EEO programs affecting unit employees.

Section 12. The Union may comment to the Employer at relevant times on the effectiveness of the overall EEO programs, which comments will be carefully considered by management.

## ARTICLE 8 CAREER DEVELOPMENT AND TRAINING

Section 1. It is the policy of OPIC to carry out a program of Employee development on a continuing basis that will provide an opportunity for Employees to grow toward their occupational goals related to short and long-range job requirements of the Corporation. The Employer agrees to allocate an appropriate share of the training resources toward those Employees in lower grades in order to provide them with opportunities for upward mobility.

Section 2. The Employer and the Union also recognize that each Employee is responsible for applying reasonable effort, time, and initiative in increasing his or her potential through self-development and training. The Employer and the Union agree to encourage Employees to take advantage of training and educational opportunities which will add to skills and qualifications needed to increase their efficiency in the performance of their duties and those needed for advancement.

Section 3. It shall be a primary goal of training and career development to improve the status of women and minorities in order to fulfill the goals of Equal Employment Opportunity (EEO).

Section 4. A training and career development committee (including Upward Mobility) will be established by the Employer. The Union will be entitled to representation on such committee and will select its Representative. The Committee will recommend training and career development programs for

Employees and will advise the Director, HRM of suggested modifications in existing programs.

Section 5. The Employer will pay expenses in connection with the approved training requests. Such expenses will be in accordance with OPM regulations.

Section 6. Long Term Training. OPIC will provide long-term training opportunities (e.g., three months to one year), with a goal of providing three or more such opportunities per year to include:

1. Internal details between Departments
2. Details to other Federal agencies
3. Details to state, local and other authorized agencies
4. University residence training
5. Special programs (e.g., Council for Excellence in Government)

OPIC agrees that mid-service (3 years or more at OPIC) and senior service (7 years or more at OPIC) will be preferred but not exclusive candidates for long-term training. OPIC will conduct an annual survey of employees to determine interest in long-term training.

Section 7. Participation in career development programs which are not necessary to maintain a satisfactory level of proficiency will be completely voluntary.

Section 8. In regard to training related to career plans, the Employer will be responsible for providing counseling, scheduling training, assisting the supervisor and Employee in the development of the individual career plan, upon request, and providing easy access to lists and catalogs on local training and educational resources for Employees and their supervisors.

Section 9. OPIC will establish and operate a program of orientation for all new Employees. The program shall include:

1. Written material provided upon employment at OPIC as in the present EOD books and also including organizational charts, lists of amenities (including post office location) and a metro map.
2. At least semi-annual briefings by each Department on their programs and services, with emphasis upon material needed by new employees.
3. A "mentor" program, on a voluntary basis, for all new Employees. The OPIC mentor shall be the principal point of informal contact for providing information to new Employees, not to include formal topics such as may be covered by agency regulations, in which case the new Employee should be referred to the appropriate office at OPIC.

Section 10. Employee participation depends on access to information concerning training opportunities. The Employer will display and maintain information on training opportunities in an appropriate place which contains announcements and bulletins, including catalogs, relating to current training courses being offered by other government agencies and educational institutions.

Section 11. Employees will be notified by HRM within seven calendar days of the closing date of the training announcement of their selection or non-selection for the course. Whenever a training request is denied, if the training request was submitted in time, the official denying the request will outline the reasons to the Employee. If there are two or more denials, the Employee shall receive the reasons in writing, if not done so before.

Section 12.

1. The Employer, to the extent feasible, agrees to make use of the training agreements with OPM which may permit waiver of qualifications under certain circumstances.
2. Employees may discuss training needs and/or opportunities at any time with either their supervisors or their HRM representative.
3. When an institution of higher learning provides for accreditation of on-the-job experience, the Employer will assist the Employees in getting this accreditation.
4. The Employer will make the annual report on training activities, which will include data on training expenditures, available to the training and career development committee.

Section 13. The Employer agrees, as a goal, that it will utilize the training and experience of Employees to the extent possible.

Section 14. Career Development.

1. OPIC will develop and operate a comprehensive program of training for all permanent Employees, professional as well as administrative staff. This program will identify the knowledge, skills and abilities required for OPIC Employees to improve their performance in the conduct of their particular specialty as well as the legislative mandates of OPIC.
2. The program will cover professional as well as staff Employees, will cover entry level, mid-level and senior Employees, and will be paid for by OPIC.
3. Training will include college level courses and programs (degree and non-degree), special courses both at and away from OPIC, courses or training during work hours and non-duty hours, and courses sponsored both by private and public organizations.

4. Management is strongly committed to the goal of providing OPIC Employees at least five working days of training per year (not including in-house language training), subject to funding availability and scheduling requirements.

5. OPIC will sponsor in-house language training annually in both French and Spanish, with appropriate resources, and a defined curriculum and appraisal/evaluation system, subject to funding availability. Any Employee whose duties require them to interact (speaking, listening or writing) in situations requiring knowledge of a foreign language, will automatically be eligible for such training.

(a) OPIC will structure the program to provide for a significant level of language proficiency, through a disciplined approach to the training. Programs should be structured to achieve minimum proficiency levels (e.g., FSI levels S-1 or S-2).

(b) OPIC will set up and maintain a "language laboratory" containing books, dictionaries, tapes and tape recorders/players for the most popular languages.

6. For specialized language training needs, OPIC will support and fund individual training at OPIC or away from OPIC by tutors, the Foreign Service Institute and/or any other recognized language training facility or individual.

## ARTICLE 9 POSITION CLASSIFICATION

Section 1. Employees in the unit will be provided with an accurate description of their duties and responsibilities in the form of a position description. Position descriptions contain the principal duties, responsibilities and supervisory relationships for the purpose of classification. The position description can also be used to identify training and qualification and performance requirements of the position. All identical positions within the same organizational unit will be covered by the same position description. The Employer assumes responsibility to its Employees for a correctly described, classified, and graded position.

Section 2. Should any Employee find inaccuracies in his/her position description, or be dissatisfied with the classification, the Employee has the right to, and is encouraged to, discuss this problem with the supervisor or HRM. If the Employee remains dissatisfied with the classification of the position, the Employee will be advised of classification appeal rights in accordance with applicable OPIC and OPM instructions and will be provided with copies of these instructions.

Section 3. The Union shall be notified in advance when a classification action is to be taken which adversely affects the pay or grade of two or more Employees in an organization segment. The Employer agrees to meet with a designated Union Representative to discuss Employee concerns prior to the proposed effective date of the classification. The Employee will be immediately informed of his/her right of appeal to OPM.

Section 4. In cases where the Employer intends to begin a classification survey of a unit, the Employer will notify the Union two (2) weeks before or as soon as possible before, such actions are begun. In each area affected, the HRM representative and/or manager involved will meet with the designated Union Representative to discuss the concerns of the Employees in the organization or group scheduled to be surveyed.

Section 5. The Employer agrees that a listing consisting of each Employee's name, grade, title, and organization will be supplied semi-annually to the Union.

Section 6. The Employer and the Union agree that, subject to the requirements of the Classification Act, FPM, and standards established or revised by OPM, the principle of equal pay for substantially equal work, will be followed as closely as possible.

Section 7. The phrase "and other related duties," as used on a position description, shall mean only the duties which are incidental to the principal duties of a position, and are reasonably related to the Employee's skills and qualifications.

ARTICLE 10  
MERIT PROMOTION

Section 1. The Employer will post all competitive vacancies; affirms its intention to adhere to the intent of the merit system; and agrees not to pre-select candidates for any competitive vacancies. The Employer agrees to notify the Union in advance of positions it intends to fill which are not posted. The Employer will notify the Union of positions above grade 15 and Schedule C positions when they are filled.

Section 2. The Employer will consult with the Union in the development of promotion policies designed to improve the operation of the Merit Promotion System, and as a goal, by reducing subjective factors and basing promotions, to the extent possible, on definable standards of levels of responsibility and complexity of the job.

ARTICLE 11  
VACANCIES

Section 1. Employees in the bargaining unit will not be required to have a political clearance prior to or after appointment.

Section 2. During any period of staff reduction or freeze which affects OPIC, the Employer agrees to give first consideration to any qualified, or reasonably trainable, OPIC Employee for all vacancies below the GS-16 level. If an outside candidate is selected over an Employee, the selection official must justify, in writing, the reasons for making the selection. The justification must be based on superior qualifications for the position.

ARTICLE 12  
PERFORMANCE APPRAISAL

Section 1. The Union and the Employer have negotiated a new performance appraisal system (A.I. 19-430) for all OPIC Employees, including members of the bargaining unit. The Employer and the Union affirm their intention to continue to cooperate in the future in the evaluation and improvement of the system.

ARTICLE 13  
ACCEPTABLE LEVEL OF COMPETENCE  
FOR WITHIN GRADE INCREASE

Section 1. Within grade increases shall be granted or withheld in accordance with applicable instructions published in the FPM. An Employee shall be considered to have attained an acceptable level of competence when the Employee meets the normal performance requirements in all essential elements. Employees will be kept informed of the acceptability of their work on a regular basis. As provided in the FPM, work must be of sufficient level to merit a pay increase, and not just adequate for retention on the job.

Section 2. When a Supervisor's evaluation leads to a conclusion that an Employee's work is not of an acceptable level of competence, the within grade increase shall be denied as provided by applicable regulations. Extreme care should be exercised by supervisors to ascertain and attempt to resolve the causes resulting in an Employee's failure to meet the acceptable level of competence requirement and to assist the Employee in improving performance.

Section 3. When the Supervisor concludes an Employee's work is not of an acceptable level, the Supervisor shall discuss with the Employee the factors in which the Employee fails to meet an acceptable level at least 60 days before the Employee becomes eligible for a within grade increase. The supervisor shall also advise the Employee how to bring performance up to an acceptable level and will assist the Employee, to the extent possible, to improve performance. The discussion will be summarized in writing, and a copy of the summary given to the Employee. The supervisor shall continue to observe, evaluate, and keep the Employee informed of his/her performance for the remainder of the waiting period. Failure to give this advance notice shall not be a basis for delaying a determination of level of competence and taking appropriate action on the within grade increase at the end of the waiting period.

Section 4. If, during the last pay period before the end of the waiting period, the Employee's performance has not improved to the point where the within grade increase may be granted, the supervisor shall discuss this with the Employee and inform the Employee in writing:

1. That his/her work has been reviewed;
2. That it has been determined not to be of an acceptable level;

3. The respects in which it has been determined that the work failed to attain an acceptable level;
4. That he/she may request an administrative reconsideration in writing within 15 calendar days of receipt of the notification; and
5. The name of the person responsible for receiving the request for administrative reconsideration and for making the decision.

Section 5. In processing a request for reconsideration:

1. The Employee shall be given the opportunity to contest personally, and in writing, the basis for the negative determination;
2. The Employee shall be given the opportunity to have a Representative of his/her own choosing; and
3. A reasonable amount of time shall be given to both the Employee and the Representative to present the request.

When reconsideration by the Agency (OPIC) or appeal to OPM results in a decision favorable to the Employee, the within grade increase shall be effective as of the date it would have been made, had the initial determination been favorable.

When the reconsideration or appeal sustains the original unfavorable decision, or the Employee does not request reconsideration, a new determination should be made as soon as the supervisor is satisfied that the Employee has attained an acceptable level of competence, but no later than 52 weeks from the date of the unfavorable determination. A new determination under this section, if favorable to the Employee, shall be effective the first day of the pay period following the new determination.

ARTICLE 14  
REDUCTION IN FORCE, TRANSFER OF FUNCTION  
OUTSIDE WORK AND REORGANIZATION

Section 1. In accordance with 5 CFR 351, the Employer will follow reduction in force regulations and procedures "...when it releases a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganizations; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a reduction in force and when the reduction in force will take effect within 180 days."

Section 2. To minimize adverse effects upon Employees in a RIF situation, it is the policy of the Employer, to the extent possible, to accomplish any RIF through attrition.

Section 3. The Employer will provide complete information needed by Employees to fully understand the reduction and why they are affected. Specifically, the Employer shall:

1. Inform affected Employees as fully and as soon as possible of plans and requirements for RIF;
2. Inform affected Employees of the regulations governing RIF and the kinds of assistance provided for affected Employees;
3. Provide equitable treatment for all Employees and give every consideration to retaining career Employees; and
4. Give affected Employees all possible assistance in obtaining other employment.

Section 4. The head of the bargaining unit (Union VP) or the Chief Steward will be informed of any pending RIF affecting bargaining unit Employees as soon as possible, and no less than 24 hours before any bargaining unit Employee has officially been informed of the RIF. This notice will include the reasons for the RIF, the number of types of positions affected, the approximate date of the action, and an invitation to the Union to an explanational meeting conducted by the Employer to explain the RIF procedure and answer any questions.

Section 5. In the event of a RIF, Employees will be provided with a notice which contains at a minimum provided for in FPM Chapter 351 and 5 CFR 351, to include:

1. The specific RIF action to be taken.
2. The effective date of the action.
3. The Employee's competitive area, competitive unit, subgroup, service date, and the three annual performance ratings considered in the procedure.
4. The place where the Employee may inspect the regulations and records pertinent to the case.
5. If applicable, specific information on the Reemployment Priority List (RPL) and the Displaced Employee Program.
6. Information about why any lower ranking employee is retained in his competitive level for more than 30 days.

Rights of appeal to the Merit System Protection Board (MSPB), time limit on such appeals, and address for appeals will also be in the notice. A copy of this notice will be given to the Union unless the Employee does not want a copy to be given.

Section 6. An Employee will be given seven (7) calendar days in which to accept or reject any reassignment offer made in accordance with his/her rights under regulations.

Section 7. If an Employee who has been affected by RIF cannot be placed at his/her current grade level, the Employee is then considered for other positions for which qualified and which are held by employees who have lower retention standing.

Section 8. If an Employee is proposed for separation or assignment to a lower grade level through RIF procedures, the Employee and/or his Representative shall have the right to review all records pertaining to his action. This includes the retention register for the Employee's competitive level and positions for which the Employee believes he/she is qualified, down to and including those in the same or equivalent grade as the position "offered" by the Employer. If separation is proposed, this includes all positions equal to or three grades below the grade level of the Employee's current position.

Section 9. An Employee may submit an appeal to the Merit Systems Protection Board (MSPB), if the Employee believes that OPM regulations have not been followed. Pursuant to current regulations, the Employee may appeal to MSPB any time within 20 days after (not before) the effective date of the RIF action.

Section 10. In the event that a RIF occurs, the Employer shall:

1. Make every effort, before the RIF action, to place affected Employees in vacant positions for which they qualify.
2. In conformance with 5 CFR 351 and FPM Supplement 351-1, establish and maintain an RPL for eligible career or career-conditional Employees separated by RIF. To be entered on the RPL, an eligible employee must complete an application within 30 days of the RIF separation date and keep the Employer informed of any significant changes on the information provided. The Employer will provide the Employee with a written notification of eligibility for re-hiring along with an application for placement on the Employer's RPL prior to the RIF separation date. If the Employer elects to fill a competitive position for which an eligible Employee on this list qualifies, the Employee will be offered that position unless the position is filled by a new appointment of a ten point preference eligible (i.e., 10 point veteran status) or the reinstatement of an individual who is a preference eligible (i.e., 5 point veteran status); or unless the position is to be filled by non-competitive promotions or reassignments, or a demotion of a qualified employee of the Agency.
3. Assist to the extent possible, affected Employees to seek employment opportunities with other Federal agencies, or elsewhere in the community.

Section 11. The Employer will explain to every eligible Employee affected by RIF, the program for early retirement with the discontinued service annuity.

Section 12. A transfer of function is defined as the transfer of the performance of a continuing function:

1. From one competitive area to one or more competitive areas, such as a transfer of functions from the Employer to another Federal agency in the same geographic area;
2. Or the movement of the competitive area in which the function is performed to another commuting area, such as the transfer of an office from one geographic area to another.

Section 13. The Employer will:

1. Inform Employees as fully and as soon as possible of plans for the transfer of functions and the governing regulations.
2. Notify the Employee in writing of the proposed action in sufficient time so that the Employee will be able to consider the action and give a reasonable answer.
3. Make every effort to place affected Employees in vacant positions for which they qualify.
4. Assist and counsel affected Employees in seeking placement opportunities with other Federal agencies or elsewhere in the community.
5. Counsel Employees on individual rights relating to such matters as retirement and severance pay.
6. Place the name of each affected Employee who wishes, on a list for consideration for those vacancies for which the Employee is qualified, so that priority consideration will be given in the appointment process.

Section 14. The Employer will meet with the Union to discuss transfer of function, either by the Employer or any other government entity, when such transfer of function has been determined to any degree of certainty.

Section 15. The Employer will give the Union advance notice of its intention to solicit bids for work when it has been determined beforehand that the action will result in Employees being reduced in grade or separated by reduction-in-force procedures. Such advance notice will provide an adequate explanation of the reasons for taking the action and will afford the Union an opportunity to file its comments with the Employer concerning the proposed procurement action. The comments, if filed, will be given careful consideration by the Employer. The Union will be provided a final decision.

Section 16. Reorganization is defined as the planned elimination, addition, or redistribution of functions or duties in an organization.

Section 17. The Employer shall notify the Union as soon as possible of any reorganization which may adversely affect the salary or grade of any Employee.

ARTICLE 15  
REASSIGNMENT

Section 1. When an Employee is reassigned to a different position, the Employee will be given a reasonable orientation period in which to perform at a satisfactory level. If he or she cannot reach satisfactory proficiency, reasonable efforts will be made to make a new assignment at the same grade level.

Section 2. When a reassignment does not involve a grade reduction or change in the position classification, the Employer will notify the Employee in writing of the details of the new assignment at least 15 days or more, when possible, in advance of the reassignment. Any Employee who feels a hardship will be caused by the reassignment, shall request and be granted, a prompt meeting with his/her supervisor, who will give consideration to the Employee's concerns.

Section 3. The Employer agrees to make every reasonable effort to minimize the adverse impact of the introduction of new equipment and processes which result in major workload changes. The Employer further agrees, consistent with the mission requirement, to plan for the maximum re-training of Employees so affected and to enter into re-training agreements with OPM in order to place Employees in lines of work where their skills and services can be utilized.

Section 4. In order to implement the above section, the Employer will meet with designated Union Representatives and agrees, to the extent possible, to formalized training and re-training of Employees in the development of new skills required by introduction of new equipment and processes which result in major workload changes.

ARTICLE 16  
DETAILS

Section 1. Details to positions or work assignments requiring a different skill will be to provide training or for other bona fide needs and will be in accordance with Civil Service laws and regulations.

Section 2. Details within OPIC are intended for meeting training and for temporary needs of the Agency's work program when necessary services cannot be obtained by other desirable or practicable means. The Employer is responsible for keeping such details within the shortest practicable time limits and assuring that the details do not compromise the open-competitive principle of the merit system or the principles of job evaluation. Except for brief periods, Employees should not be detailed to perform work of a higher grade level unless there are compelling reasons for doing so. Normally, the Employee should be given a temporary promotion instead. If a detail of more than 60 days is made to a higher grade position, or to a position with known promotion potential, it must be made under competitive promotion procedures. Should the requirements of the Agency necessitate an Employee's being detailed to a lower-level position, this will in no way adversely affect the Employee's salary, classification, or job standing.

Section 3. Any Employee detailed to another position shall be given a position description or functional statement if such assignment is for 30 days or more. Details in excess of 30 days will be reported on Standard Form 50, "Notice of Personnel Action," and maintained as a permanent record in the Official Personnel Folders. For details to higher positions of more than 30 consecutive days, the supervisor shall provide the Employee with a memorandum for the Official Personnel Folder.

Section 4. If an Employee believes that his/her detail is not handled properly, the Employee may file a grievance under the established grievance procedures for resolution of the problem.

ARTICLE 17  
TIME AND LEAVE

Section 1. When Congress makes changes in the law governing the hours of work of Federal Employees, allowing changes in the numbers of days a week worked, or numbers of hours a day to be worked, and the Agency head has the discretion, then the Employer will give consideration to re-opening this Agreement for the purpose of negotiating new work schedules. The Parties further agree that no changes will be made in the established working hours of the Agency, without consultation between them.

The Employer and the Union agree to explore the possibilities for alternative work schedules, job sharing, tele-commuting and work at home (including means of electronic communication). Both Employees and Managers will be polled concerning their interest in such a program. The Director, HRM will prepare a report summarizing findings and conclusions by July 30, 1993. This is not meant to commit the agency to implement any of these activities, but is meant to explore their feasibility and employee interest in these programs.

Section 2. It is agreed that annual leave is a right and not a privilege. Consistent with the needs of the Employer, annual leave which is requested in advance, will be approved, although if the leave is for less than five days, the approval need not be in writing. It is the responsibility of the supervisor to consult with the Employees, in order that leave may be scheduled fairly and equitably, and so that annual leave will not be forfeited. Except when such a practice would unduly interfere with the work of the Employer, supervisors will schedule workloads and annual leave, so that each Employee may take a vacation on any three consecutive weeks in a year to the extent that the employee has annual leave available for such purposes. Every reasonable attempt, consistent with the needs of the office and equity to other Employees, will be made to satisfy the desires of Employees with respect to vacationing for more than three consecutive weeks. In the event of a conflict in scheduling annual leave among Employees, the earliest service computation date will govern, in the absence of determinable personal hardship. In the event a conflict among the same Employees occurs again, those Employees who did not have their first choice of leave approved, will be granted leave over those who earlier were granted leave. Thus, in cases of conflicting requests, leave will be rotated among those requesting it, with the Employees with the most seniority being chosen on the first occasion.

Scheduled and approved leave will not be changed by the Employer, except in extraordinary situations and, after the Employees have been consulted as to the urgent reasons for the change. If the Employee so requests, the Employee will be notified in writing of the reasons for the change. Every effort will be made to accommodate Employees who desire leave during holiday seasons and on religious and other holidays and those who must attend family funerals.

It is agreed that it is the responsibility of all Employees to familiarize themselves with A.I. #25-630, Absence and Leave, which is the official leave policy of the Agency.

### Section 3.

1. Employees normally shall not be required to furnish a medical certificate to substantiate request for approval of sick leave, unless such sick leave exceeds three (3) days of continuous duration. In cases where the nature of the illness was such that an Employee did not need to see a medical practitioner, the Employee's written statement concerning the illness may be considered as acceptable evidence. Waiver of this requirement will be evenly administered and may not be unreasonably withheld.

2. In individual cases, if there is sufficient cause to believe the Employee may be abusing sick leave privileges, the Employee will be advised in writing of the reasons a medical certificate will be required for subsequent absences on sick leave and, if appropriate, for continuation of a current absence on sick leave. Cases requiring an acceptable medical certificate for sick leave absences shall be reviewed by the Director, HRM, for the purpose of determining whether such requirement can be eliminated. Such review shall take place at the end of six months from date of issue of official notice requiring an acceptable medical certificate. When it has been determined that the restriction is no longer necessary, the Employee shall be notified in writing and the previous notice shall be removed from the records.

3. Employees who, because of illness, are released from duty early on the advice of an appropriate medical person, shall not be required to furnish a medical certificate to substantiate sick leave for that day. Paragraph 2 of Section 3 applies to this section, where there is sufficient cause to believe the Employee is abusing sick leave.

4. In cases of serious disability or ailments, Employees will be advanced sick leave not in excess of 30 days, provided they are expected to return to duty, or have application pending with OPM for disability retirement.

### Section 4.

1. When the appropriate authority determines that Employees will be excused during the workday due to inclement weather, or other conditions warranting such excuse, the Employer will make every effort to notify all Employees affected. The Union will be notified at the earliest possible time.

2. When it has been determined by the appropriate authority that it is impossible, not merely difficult, for Employees to get to work under the conditions such as are discussed in this Section, the Employer will excuse them without charge to leave.

3. Absence Without Leave (AWOL) will not be charged for tardiness of an hour or less, if an Employee is willing to be charged an hour's annual leave (or LWOP if no annual leave is available) unless the Director, HRM has been consulted by the Supervisor.

Section 5. Administrative leave to register and/or vote will be granted in accordance with applicable rules and regulations.

Section 6. Consistent with rules and regulations, Employees will be granted necessary time off without charge to leave or loss of pay, for jury duty, or for appearing in Court as a witness in an official capacity, or in a non-official capacity as a witness on behalf of the United States.

Section 7. An Employee using leave for maternity purposes will generally use sick leave, annual leave, or leave without pay in that order. However, if an Employee does not wish to exhaust his/her annual leave balance, the Employee may request leave without pay and, yet, retain a balance of 40 hours annual leave. In appropriate cases, the Employee may be granted annual leave before sick leave is exhausted. Any approved absence in excess of requested available annual leave and sick leave will be recorded as leave without pay. Maternity and post-natal leave, composed of sick leave, annual leave, and leave without pay, will be granted Employees, up to a total of six months.

Section 8. Infrequent tardiness of less than one hour may, in the judgment of the supervisor, be excused, if the reasons given are acceptable. If the decision is made to charge the tardiness to leave and the actual period of absence is less than one hour, the Employee will not be required to work the additional period covered by the leave charge. Supervisors shall apply these rules in a fashion that would encourage their Employees to report to work at the appointed hour.

Section 9. Leave records are of a personal nature and will not be publicized by the Employer by posting or distribution. Annual or sick leave balances will not be a factor for promotion or discipline.

Section 10. Annual and sick leave, including emergency annual and sick leave will be authorized by the appropriate leave official, or an Employee authorized to act in the absence of the appropriate leave official. There shall be, at all times, someone authorized to approve leave. An Employee who is dissatisfied with the supervisor's refusal to approve leave is encouraged to consult with the Director, HRM who, as appropriate will consult with the supervisor regarding such action. Reasons for refusal will be given to the Employee upon request. Section 11. An Employee who has not reported to work by the start of the Employee's normal work shift should, if possible, contact his/her leave approving official or Director, HRM as soon as possible (ASAP), but not later than (NLT) one (1) hour after the start of the Employee's normal work shift to be granted (for

that day) emergency annual leave, unanticipated or unscheduled sick leave, or leave without pay.

Except for cases where a pattern of abuse has been documented, an Employee will not be charged AWOL for the time before he contacts the leave approving official, as long as it is not more than one hour after the start of the normal work shift.

If, as a result of this contact, the leave approving official decides not to grant leave, the Employee will be given a reasonable period of time to travel to work. If an Employee fails or refuses to report to duty, AWOL can be charged from that time on, as per applicable regulations. If an Employee does report to work, but has not done so within a reasonable period of time, AWOL can be charged for the time the Employee could reasonably have been expected to report until the actual arrival time.

Section 12. Leave without pay may be granted to an Employee for the pursuit of Union business, on the same basis as annual leave, without regard to the Employee's leave balances.

Section 13. Hours of Work. The Employer affirms that OPIC's normal working hours shall be from 8:15 to 5:00 with 45 minutes to one (1) hour for lunch.

## ARTICLE 18 OVERTIME

Section 1. Overtime - Definition: Time spent performing official business in excess of 8 hours a day or 40 hours a week shall be considered overtime work when such work is performed at the specific direction, or with the approval of the Employer.

1. Rates: Overtime will be paid at a rate equal to 1-1/2 times the Employee's normal salary rate up to the hourly rate of GS-10, Step 1. Compensatory time will be earned on a one-for-one basis.

2. Employees may receive overtime pay up to a maximum hourly rate equivalent to the hourly rate for a GS-10, Step 1, or compensatory time, at their discretion.

### Section 2.

1. Requesting Overtime: An Employee may voluntarily determine that overtime is required to perform a necessary task. When this occurs, the Employee will indicate by memorandum to the supervisor, the nature of the work to be performed and the amount of time expected to be spent in the completion of the task. The supervisor will, at that time, approve or disapprove the incurrence and maximum amount of overtime for the designated task. If disapproved, the supervisor may not subsequently suggest or direct that the task be performed "off the clock." If approved, the Employee will subsequently notify the supervisor of the actual time incurred, and will receive paid overtime or compensatory time at the Employee's option.

2. In the absence of a specific request for overtime, the employee may voluntarily work additional hours for which they would be eligible to receive "Credit Hours" as provided for in Administrative Instruction 46-610, dated November 20, 1992, titled Credit Hour Program.

Section 3. Whenever workloads and priorities require scheduling of overtime, the official ordered and approved overtime shall be assigned to qualified Employees on an equitable basis, with full consideration of Employee needs and desires. It is prohibited that assignment of overtime work be made, either as a reward or a penalty.

Section 4. An Employee required to work overtime who must travel between home and the office during hours of darkness, or on infrequently scheduled public transportation, will be reimbursed for taxi fare for travel between residence and the office, if the Employee is dependent on public transportation or walking, and if the overtime and taxi reimbursements are authorized in writing prior to being performed.

#### ARTICLE 19 USE OF OFFICIAL FACILITIES

Section 1. The Employer agrees that facilities shall be made available for meetings of Local #1534 during non-official hours of the unit Employees involved. Requests will be made through the Director, HRM. Use of available space will be granted if the request is reasonable in terms of purpose and need, the use of space will have no disrupting or distracting effect on the business of the Employer, and use of the space is not precluded by official need or the terms of applicable directives. The Union agrees to comply with normal safety, security and utilization policies and regulations concerning facilities made available.

Section 2. The Employer will allow Union Officers and Representatives the use of telephones for local calls in the performance of their functions authorized in this Agreement or other laws or regulations, to be accomplished on official duty time. Representatives may use their phone line or a phone line in an unreserved and unoccupied conference or meeting room which insures the Representative reasonable privacy in the conduct of functions authorized to be completed on official duty.

Section 3. The Employer's internal and external telephone listings will contain the name, location and telephone numbers of the Union Officers.

Section 4. A Union Representative is entitled to reasonable privacy when conducting an authorized discussion of a grievance with an Employee. The Employer will allow Union Representatives to use, for confidentially conferring with grievants:

1. A fully enclosed area for conduct of Union-Employee business.
2. A telephone in the area for conduct of Union-Employee business. Management will allow the Union use of a file cabinet in the Employer's main building.

ARTICLE 20  
COMMUNICATIONS

Section 1. A Bulletin Board, with a lockable glass, will be made available in a designated place for use by the Union and Bargaining Unit, in displaying local literature, correspondence, notices, etc., as well as official publications of the National Office of AFGE. In the use of such space, the Union agrees that they will make responsible use of the bulletin board. The key to the Bulletin Board will be placed in charge of the Unit Chairman of the Union, who will have responsibility over all literature placed on the board, including materials submitted by non-Union Employees. No other board or Agency space is to be used for Union literature, unless approved by the Director, HRM.

Section 2. OPIC will establish on-line or electronic bulletin board systems, which shall be maintained and updated bi-weekly by an employee assigned to the task by management. The Bulletin Board will contain announcements of agency-wide significance to employees. This may include, such information as:

1. Dates and agenda of Board Meetings.
2. Dates and purpose of agency-wide meetings or training.
3. Significant visits by U.S. government or foreign officials to OPIC (e.g., Ambassadors, Heads of Ministries or Agencies, High level Executive Branch officials, etc.).
4. OPIC-Sponsored Missions.
5. Significant foreign travel by OPIC employees.
6. Significant events (e.g., new treaties, approval of budgets, Congressional hearings, etc.).

Employees or the Employee Representative may suggest items for inclusion in the bulletin board service. Such items will deal with activities, meetings and events of relevance to the OPIC mission and may include notice of the time, date and place of Union meetings. Union submissions will be subject to clearance by the Director, HRM or his/her designee. Employee submissions will be made to and subject to approval of the official designated to maintain the system.

Section 3. The Employer agrees to permit distribution to all Employees of Union notices and any Local #1534 reports through its regular distribution procedures.

Section 4. During the first month of employment of supervisory and management officials, they will be introduced to the OPIC Union Representatives.

Section 5. Other Organizations: As provided by law, the Employer agrees not to give any assistance to any other labor organization seeking recognition for Employees, until a valid timely challenge has been

presented and rules governing campaigning established. With due consideration for their differing roles, the Employer agrees to accord the Union no less than equal treatment to that afforded other established employee groups which are presently established, or may be established in the future.

Section 6. Copies of this Agreement shall be provided by the Employer to each Employee on duty as of the date of this Agreement, and to all Employees entering on duty after the date of this Agreement. The Agreement shall be printed in type that can be easily read. Twenty-five copies of Agreements will also be provided the Union by OPIC.

ARTICLE 21  
OFFICIAL TRAVEL

Section 1. The Employer agrees to schedule the time to be spent in travel status away from an Employee's official duty station, within the Employee's normal workweek, to the extent possible.

No Employee will be required to travel, without receiving in advance, a signed travel authorization and travel advance.

ARTICLE 22  
SPECIAL ACTIVITIES

Section 1. Management and the Union agree that it is to the benefit of Employees and OPIC alike that certain extracurricular activities be encouraged at OPIC. These might include, but would not be limited to: a personal computer club, a photography club, a bridge club, etc. These activities would be organized and run by the Employees for the Employees. Management would permit use of appropriate facilities for these activities during non-working hours (i.e., before or after work or during the lunch hour).

The Union will conduct a survey soliciting interest on the part of Employees for such activities. Following the tabulation of results of such a survey, the Union would then agree with Management on the times and places where such activities would be permitted.

Section 2. Consistent with the workload and budget availability, OPIC intends to continue its practice of sponsoring two annual events for Employees, normally a winter holiday party and a summer event.

In addition, OPIC will consider supporting, based on Employee input, other informal events or occasions, such as a "coffee and pastry day" or an "LDC" day to promote an enhanced working atmosphere.

Section 3. OPIC will provide a lunch room and a lounge for reading, etc., for employee use.

ARTICLE 23  
HEALTH AND SAFETY

Section 1. The Employer agrees to continue exploring the possibility of making arrangements for the Employees' use of day care centers, if the need for them is indicated by a survey of Employees.

Section 2. In addition to any specific training specified elsewhere in this Agreement, the Employer agrees to pursue a program of training for both supervisors and employees in aspects of Health and Safety, as it deems fit and necessary.

OPIC will provide annual first aid training including CPR and emergency first aid and will provide at least one basic first aid kit at a readily accessible location on each floor on which it has a substantial number of employees.

Section 3. The Employer agrees to provide employees with a safe and healthful working environment, and will comply with applicable Federal and local laws and regulations. Each supervisor will take prompt and appropriate action to correct any unsafe condition reported to, or observed by the supervisor. All employees have a responsibility to the Agency, and to their fellow employees, not to create unsafe working conditions.

Section 4. The Employer has primary responsibility for developing and maintaining a Safety Management Program conforming with the applicable laws and regulations.

Section 5. The Employer agrees to explore obtaining health services from the U.S. Public Health Service or other relevant facility (subject to budgetary and legal considerations) in order to provide, at no expense to the Employee:

1. Immunizations against influenza, polio, smallpox, and tetanus and any others made available by the Public Health Service.
2. Visual screening and eye examination as and when available.
3. Hearing examination and participation in a comprehensive hearing conservation program, as and when available.
4. Comprehensive health information programs and screening programs of the Public Health Service and programs of national health agencies.

Section 6. The Employer agrees to arrange for emergency service during all work hours, and to make every effort to arrange transportation, if required, for an Employee incapacitated due to illness or accident on the job. The Employer will arrange for ambulance service during work hours for emergency situations arising at the Employer's main office.

Section 7. No Employee will be required to perform duties involving hazards, such as excessive noise levels and exposure to toxic materials, without first receiving sufficient training concerning the hazards, the proper work methods, and the protective measures and equipment to be used.

When an Employee is assigned duty for which the Employee feels a lack of sufficient training, capacity, assistance, tools or equipment to perform the job safely, the Employee shall bring such facts to the supervisor's attention. If the supervisor cannot make adjustments to provide a safe working condition, the employee shall:

- (a) not perform the activities which are unsafe
- (b) inform the supervisor that the activities are not being performed
- (c) inform the Union of the matter
- (d) refer the matter to the Director, HRM

Section 8. An Employee who believes his/her personal safety may be in jeopardy because of a civil disorder in the area of his/her assignment, shall contact the supervisor or appropriate U.S. Government official, for advice and guidance, as soon as practicable after removing himself/herself from the area of danger. If the supervisor has prior knowledge of civil disorders within his/her area of responsibility, the Employer shall advise the involved subordinates as to what action they should take.

Section 9. If an Employee is required to work after hours or overtime, where there is concern for his/her health or safety, the Employer will consider the Employee's concern, and will not require the Employee to work unless satisfactory arrangements can be made.

Section 10. Should an Employee become disabled by injury or illness, so that the Employee is unable to perform normal duties, then the Employer, upon the voluntary request of the Employee concerned, shall make every reasonable effort to accommodate for the Employee's disability in the present job or reassign the Employee to a position of equal pay, where the injury or illness will not interfere with the Employee's duties.

If the disability is work related and is expected to continue for more than three months, a special training program for suitable vacancies will be worked out and the Employee shall be retrained at no reduction in pay for a position which he/she could be qualified for after the training. If the disability is not work related, the Employer will provide training on a best efforts basis.

Section 11. Management agrees that prior to placing orders for any new equipment which might adversely affect worker health or safety, they will consult with the Union concerning the environmental effects on both Employees, and the work area.

Section 12. The Union will be furnished with copies of all reports involving Employees furnished to the Department of Labor under terms of the Occupational Safety and Health Act of 1970.

Section 13. Employee Compensation:

1. When an Employee becomes ill or injured in the performance of duty, the Employee will be promptly counseled by HRM as to his/her right to file for compensation benefits and the benefits payable when it is known the absence will be for more than three days. The

Employee shall also be advised as soon as possible as to when and how compensation benefits can be used in lieu of sick or annual leave.

2. An Employee may elect to be placed on sick or annual leave instead of leave without pay to claim compensation. Leave without pay must be substituted for sick or annual leave upon approval of a claim before compensation is paid. The Parties recognize that the Office of Workers' Compensation (OWCP) approves or disapproves compensation claims and the amount to be paid. Employees making claims will be given an opportunity to elect a combination of sick leave or annual leave and leave without pay to minimize the amount to be repaid if the claim is approved.

3. The Employer will notify the Union in the event of a work-related injury, illness or death, of the name of the bargaining unit Employee involved, after contact has been made with the Employee's emergency addresses. The Union will be advised of the name and address of the next of kin in the case of death.

4. An Employee will be permitted to review documents relating to his/her claim for compensation which OWCP has authorized HRM to make available. The Employee may be accompanied by his/her designated Representative if the Employee so desires.

5. Management recognizes the extreme importance of a well-run compensation process, and agrees to provide answers to Employee requests for assistance, and to the extent possible, guarantee prompt processing of claims.

Section 14. Medical Reassignments

Management and the Union agree that an Employee making a written request for reassignment for health reasons is entitled to prompt consideration of his/her request. To accomplish this end, Management agrees that all requests for reassignment for medical reasons will be forwarded by the supervisor to the Director, HRM. The Agency will consider the request upon voluntary submission by the applicant to a medical examination performed by a doctor selected by the Agency. The Agency will pay for the examination. The Employee must be notified within 15 workdays after receipt of the medical opinion, in writing, as to the specific disposition of the request. If the request is being denied, the Employee must be advised as to the specific reason.

Section 15. Physical Fitness

To the extent permitted by law and subject to budgetary considerations, OPIC will encourage physical fitness by sponsoring teams or individual events and by providing up to \$500 per year for entry and registration fees, equipment, uniforms, etc. OPIC will publish information on such events through electronic mail, bulletin boards, or other appropriate channels. OPIC will also sponsor aerobic and other exercise activities. The parties recognize that legal restrictions in effect at the time of signature of this agreement may limit OPIC's ability to support such activities.

ARTICLE 24  
AGREEMENT FOR  
WITHHOLDING OF UNION DUES

Section 1. This Agreement between the Employer and the Union is executed under the provisions of 5 USC 7115, and covers all eligible Employees:

1. Who are members in good standing;
2. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;
3. Who receive compensation sufficient to cover the total amount of the allotment; and
4. Who are included in the Unit for which exclusive recognition has been granted. (See Article 1: Parties to Agreement and Definition of Unit.)

The Parties agree that this Article is subject to, and will be governed by, applicable laws, rules and regulations issued by appropriate authority and may be modified by any future amendments thereto.

Section 2. The Union agrees to:

1. Inform and educate its members on the voluntary nature of the system for the allotment of Employee organization dues, including the conditions under which the allotment may be revoked;
2. Purchase and distribute to its members Standard Form 1187;
3. Notify HRM, in writing, of:
  - (a) The names and titles of officials authorized to make the necessary certification of Standard Form 1187; the name, title, and address of the allottee to whom the check shall be payable;
  - (b) Any change in the amount of membership dues; and
  - (c) The name of any Employee who has been expelled or ceased to be a member in good standing in the Local, within ten days of the date of such final determination.
4. Forward properly executed and certified Standard Form 1187 to HRM on a timely basis; and
5. Promptly forward an Employee's revocation (Memorandum or Standard Form 1183, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to HRM, when such revocation is submitted to the Local.
6. The Local Union President or Treasurer will notify the Employer of the current schedule and any changes thereto.

Section 3. The Employer agrees to:

1. Permit and process voluntary allotment of dues in accordance with this Agreement;
2. Withhold dues allotments on a bi-weekly basis;
3. Notify the Employee and the Union when an Employee is not eligible for an allotment;
4. Withhold new amounts of dues upon certification from the authorized Union official;
5. Transmit remittance checks to the allottee designated by the Union, together with a listing of Employees for whom deductions were authorized and a copy of all revocations notices received in the payroll office;
6. Provide the following information on the remittance listing, along with an additional listing:
  - (a) The name of each Employee for whom deduction is being made, or has been authorized to be made, during the current pay period, plus the name of each Employee for whom authorizations were

applicable in the previous pay period, but for whom amounts are not deducted in the current pay period;

(b) For each Employee or group of Employees, the following information will be given to the extent applicable:

- Employee's grade and step;
- Employee's social security number;
- Employee's organization unit and location;
- Amount withheld;
- New Allotment;
- No deduction because Employee is not receiving any money; or
- No deduction because Employee has been separated.

(c) The gross amount deducted.

Section 4. As it is administratively impractical for management to automatically terminate dues withholding authorization when the Employee is assigned to a position outside the Bargaining Unit, notification of this movement will be the Employee's responsibility.

Section 5. Parties to this Agreement agree that:

1. This service will be provided without charge; and
2. If the Union is not scheduled to receive a remittance check after discovery of the error, the Union agrees to promptly refund the amount of erroneous remittance.

Section 6. The effective dates for action under this Agreement are as follows:

1. Starting Dues Withholding: Beginning of first full pay period after date of receipt of properly executed and certified Standard Form 1187 in payroll office.
2. Change in amounts of dues: Beginning of first full pay period after receipt of certification in payroll office.
3. Revocation by Employee: Beginning of first full pay period following his/her annual anniversary of being on dues deduction, following receipt in payroll office of revocation notice.
4. Termination Due to Loss of Membership in Good Standing: Beginning of first pay period after receipt of notification in payroll office.

5. Termination Due to Loss of Recognition: Beginning of first pay period following loss of recognition.

6. Termination Due to Separation: Termination of allotment will automatically be at the end of pay period in which the separation is effective.

ARTICLE 25  
DISCIPLINARY ACTION

Section 1. Definition of Terms:

1. Disciplinary Action: A disciplinary action is an action taken for cause against an Employee to correct a work performance or conduct deficiency of such a nature as to warrant the action taken. The action may range from a written warning or reprimand to suspension, reduction in pay, or separation from the service.

2. Adverse Action: Shall mean those actions described in the FPM, Chapter 752, including suspensions, removals, reduction in grade or pay or furloughs for 30 days or less.

3. Warnings: Written or oral warning may be issued by a supervisor to an Employee calling the Employee's attention to work-related activities that should be modified. Any written warning will not be placed in the official personnel folder, and is not subject to the procedures in Section 4.

4. Written Reprimand: A written reprimand is a censure of an Employee for misconduct or inadequate work performance. Such action will be taken without regard to the procedure in Section 4. The Employee however, will be provided oral or written notice of the proposed reprimand and given the opportunity to make an oral or written statement on his/her behalf. If it is then determined to issue the reprimand, both the reprimand and the Employee's response, if written, will be included in the Employee's official personnel folder.

5. Disciplinary actions other than adverse actions and warnings, may be appealable under the negotiated grievance procedure set forth in Article 26 of this Agreement.

Section 2. The Parties agree that primary emphasis should be placed on preventing situations which may result in disciplinary or adverse actions, and that Employees, in most cases, may be more effectively helped through counseling, than through disciplinary action. With the goal of repairing the subordinate-supervisory relationship, the Parties agree that, prior to taking any disciplinary or adverse action against an Employee, the Employee, jointly or separately from the supervisor, must be interviewed and counseled by a Personnel Management Officer. The Employer agrees that disciplinary actions must be based on good cause, be consistent with the applicable laws and regulations governing such actions, and be fair and equitable. When it is determined by the Employer that disciplinary action is necessary, the Employee will be promptly informed of the reasons which caused the action to be taken. Such action will be accomplished with

dispatch and normally be initiated within 30 days after management became aware of the alleged occurrence. In no case, will the Employer bring disciplinary or adverse action against an Employee for any single occurrence which is alleged to have happened more than six months previously, provided, however, action may be taken at any time if the Employer did not have knowledge that said act was committed by the Employee, or did not know that the Employee was guilty of such act.

Section 3. The Employer agrees that if, after a preliminary investigation, prior to taking a written or sworn statement from a unit Employee or interrogating an Employee on a matter about which the appropriate official already contemplates that disciplinary action under OPM regulations will be initiated against the Employee, the Employee will be informed of the purpose of the conference, and that he/she may have a Representative of his/her choice present. If the Employee requests representation, a conference will promptly be arranged with the Employee and the Employee's Representative. The Employee is required to answer questions at the conference to the best of his/her knowledge and ability, including questions relating to his/her performance of duty and conduct, even though the answers may lead to a disciplinary action short of criminal prosecution. This provision does not apply in cases of emergency and situations within the scope of the Administration's internal security practices.

Section 4.

(a) Prior to taking an adverse action, a Notice of Proposed Action shall be furnished in writing to the Employee and the Employee will be furnished an extra copy which the Employee may choose to transmit to the Union. Copies of all additional correspondence related to the notice addressed to the Employee will be given to him/her for transmission to the Union, if the Employee so desires. In the notice shall be a clear statement of the specific charge(s) for which the proposed disciplinary action is being taken. This shall be set forth in such detail, including names, time, dates, and places, so that an Employee will know what is alleged he/she did wrong. In addition, the Employee shall be informed of the right to reply and in what form, and of the right to submit facts in support of his/her answer. The notice shall tell the Employee that a final decision has not been made and that the Employee will be notified of the final decision after the Employee's reply has been considered, or after the time allowed for reply, if none is received. This notice shall be signed and dated by the Employer and shall be dispatched in sufficient time to allow the Employee 15 calendar days to make the reply.

(b) The Employee's reply, whether in person or in writing, will normally be received and considered by the signer of the Notice of Proposed Action. An Employee's reply is his/her explanation of why the proposed action should not be taken. It may contain denials or offer evidence to controvert the charges or lessen the seriousness of the charge. The Employee's reply must be given careful consideration in reaching a final decision. If an Employee's reply in any way refutes the reason contained in the Notice of Proposed Action, the evidence must be reviewed objectively and a decision made as to

whether the evidence clearly supports the proposed action. In no case may the decision to take the action be based on charges not stated in the proposed notice. Whenever the need for collecting additional evidence or other usual circumstances causes delays in arriving at a final decision, the person designated to receive the Employee's reply must explain the delays in writing to the Employee. The notice must include the approximate date that the final decision will be made.

(c) The Notice of Final Decision shall notify the Employee of the reasons justifying the final decision. This Notice of Final Decision must be signed and dated and will normally be signed by the same official who signed the Notice of Proposed Action. The notice will be given to the Employee and the Employee will be furnished an extra copy which the Employee may choose to transmit to the Union:

1. If the final action is an adverse action, the Employee will be informed in the Notice of Final Decision of all appeal rights.
2. If the final action is not in favor of the Employee and is other than an adverse action, the Notice of Final Decision will inform the Employee of his/her rights to appeal under the grievance procedure set forth in Article 26 of this Agreement.

Section 5. If an Employee elects to appeal an adverse action to MSPB, the appeal may be submitted at any time after receipt of the original decision, but no later than 20 calendar days after the effective date of the adverse action. The time limit may be extended upon a showing by the Employee that he/she was not notified of the time limit, or for other valid reasons such as illness or accident, death in the family, or jury duty. In preparing the appeal, the Employee is guaranteed the following rights:

1. An Employee in presenting an appeal shall:
  - (a) Be assured freedom from restraint, interference, coercion, discrimination, or reprisal; and
  - (b) Have the right to be accompanied by a Representative of the Employee's own choosing.
2. The Employee may obtain the advice of the appropriate personnel office in preparing the appeal. HRM has an obligation to give the Employee advice and counsel on appeal rights and the procedures to be used.
3. An Employee is entitled to a reasonable amount of official time to prepare the appeal if the Employee is otherwise in an active duty status. If the Employee's Representative is an Employee of the Employer, such Representative is also entitled to a reasonable amount of official time to prepare the appeal if the Representative is otherwise in an active duty status.

Section 6. Provisions of this article apply to all those Employees who meet the legal and regulatory coverage requirements.

Section 7. Notwithstanding any of the foregoing, no Employee in the competitive service may be discharged without reasonable cause related to job performance or for conduct serious enough to warrant discharge as set forth in Chapter 735 of the Federal Personnel Manual. No Employee, regardless of tenure or appointment, shall be released with less than two (2) weeks' notice, unless the Employee constitutes a known health or safety threat to other workers, or refuses to perform the official requirements of the job after having been given notice; and, in any case, not without a written notice.

ARTICLE 26  
GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of grievances over the interpretation or application of this Agreement. This negotiated procedure shall be the exclusive procedure available to the Union and the Employees in the Bargaining Unit for resolving such grievances. For resolving disputes, the following provisions shall govern:

1. Definitions. A grievance is defined as any complaint by an Employee, the Union, or the Employer concerning the effect or interpretation, or a claim of breach, of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
2. In accordance with 5 USC 7321, this grievance procedure does not apply to any grievances concerning: (a) any claimed violation of Subchapter III of Chapter 73 of Title 5 USC, relating to prohibited political activities; (b) retirement, life insurance, or health insurance; (c) a suspension or removal under Section 7532 of Title 5 USC, concerning national security; (d) any examination, certification, or appointment, including separation during probationary period; or (e) the classification of any position which does not result in the reduction in grade or pay of an Employee.
3. Where the subject matter in the Agreement contradicts or disagrees with Agency instructions, then the terms of this Agreement are controlling and disputes involving interpretations or applications will be decided through this negotiated grievance procedure.
4. Disputes on provisions of Agency instructions not included in this Agreement will be covered by the Agency grievance procedure.
5. Where disputes involving the interpretation or application of statutes or of external regulations or directives applicable to OPIC are incorporated into this Agreement either by reference or inclusion of parts or all, then the Parties will be guided by interpretations obtained from the appropriate higher authority.
6. Provisions of Sections 2 through 8 apply to Employee grievances. The provisions of Section 9 apply to Union and Employer Grievances.

Section 2. Both the Employer and the Union agree that every effort will be made by both Parties to resolve grievances at the lowest possible administrative level. Since the prompt settlement of these problems is desirable in the interest of sound Employee-management relations, the practice of friendly discussions of problems between Employees and their immediate supervisors is not only encouraged, but required. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level.

Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an Employee's good standing, performance, or loyalty or desirability to the organization. The immediate supervisor shall maintain a healthy atmosphere in which the Employee can speak freely and have a frank discussion of the problem. All complaints will be given careful and unprejudiced consideration.

Section 3.

1. An employee affected by a violation of the merit system principles under Section 2301 of Title 5, USC or other appropriate law or regulation, may raise the matter under a procedure or this statutory procedure, but not both.

2. An Employee affected by matters covered under Sections 4303 and 7512 of Title 5, USC, may raise the matter under the appropriate appeal procedures or this procedure, but not both.

3. As used hereafter in this Article, the term Grievant means an Employee who elects to use this negotiated grievance procedure.

4. A Grievant may be represented by a Union Steward or other Union Representative.

5. Both Parties support the concept of an Employee's normally selecting the Steward assigned to his or her area. It is understood, however, that unusual circumstances may exist in which case the Employee shall have the right to select another local Union Steward. When a matter has been reduced to writing in this grievance procedure, the Union may elect to substitute the Local Chief Steward or Union VP for the Steward, provided, however, that no more than one Union Representative is representing the Grievant. In such cases, the Union shall notify the Employer of this change. For training purposes, another Union Representative may attend grievance meetings. It is the intent of both Parties to keep the number of participants in these meetings at a minimum. A Grievant may present a grievance directly to the Employer without representation, as long as the resolution of the grievance is not inconsistent with the terms of the Agreement and a Union Steward or other Union Representative has been given the opportunity to be present at the grievance meetings.

Section 4. The grievance shall first be taken up orally by the Grievant with the appropriate supervisor in an attempt to settle the matter. Grievances must be presented within 15 working days from the date the

Grievant became aware of the grievance, except for a grievance which has a continuing effect on the Grievant. The supervisor should respond within 10 working days.

Section 5. If the matter is not satisfactorily settled following the initial discussion, the Grievant may, within 15 working days, present the matter to the second line supervisor. The second line supervisor will meet with the Grievant within five working days after receipt of the grievance, and give the Grievant an answer within five working days of the meeting. If the reply is given orally, the supervisor will make an official record of the date of the oral reply.

Section 6. If the grievance is not settled at this level, the Employee may, within 10 working days, forward the written grievance to the Director, HRM. In presenting the matter in writing, the Grievant must state:

1. The nature and date of the action which is the subject of the grievance;
2. The provision(s) of the Agreement which allegedly have been violated;
3. A summary of the informal attempts to resolve the grievance;
4. Corrective action sought; and
5. Name of the Representative of the Grievant, if any.

The Director, HRM may meet with the Grievant after receipt of the grievance and normally shall give the Grievant his/her written answer within 7 working days after receiving the grievance.

The Director, HRM will consider the Grievant's request to meet personally to discuss the grievance.

Section 7. If the matter is not settled to the satisfaction of the Employee, he/she may request that the Union refer the matter to arbitration. If the matter is referred to arbitration, the procedure in Article 27 shall be followed.

Section 8. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step, provided 3 days notice has been given to the appropriate official. Time limits may be extended by mutual consent of the Employer and the Grievant.

Section 9. In the event that the local Union or the Employer alleges violation of this Agreement due to non-adherence, improper interpretation, or failure to implement a provision of this Agreement, the party alleging the violation shall submit its complaint to the party alleged to have violated the Agreement in sufficient detail -- including dates, time and individuals involved, along with the Agreement provision alleged to have been violated -- so that it is clear to the receiving party what is alleged. The party receiving the complaint (OPIC Director, HRM or Local Union Vice President) shall respond in writing within 10 working days. If

the matter is not resolved between the Parties after 30 calendar days from submission of complaint, either party may refer the matter to arbitration under Article 27 of this Agreement.

ARTICLE 27  
ARBITRATION

Section 1. If OPIC and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 30 calendar days after issuance of the other party's final decision, shall be submitted to arbitration. In the event of questions of arbitrability, the parties should make every effort to resolve this issue before arbitration is invoked.

Section 2. Within 5 working days from the date of the request for arbitration, the Parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within 3 working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The party invoking arbitration shall be first to strike a name from the list.

Section 3. If, for any reason, the Employer or the Union refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

Section 4. The Arbitrator's fee and expenses, if any, shall be borne by the losing party. However, a party requesting arbitration and later withdrawing the request shall bear the full cost of any cancellation fee imposed by the arbitrator. The conduct of any hearing and production of witnesses will conform with the requirements of appropriate law and regulation.

The Arbitrator may, at the Arbitrator's discretion, or shall, upon the request of either party, have a verbatim transcript of the hearing prepared. In simple cases where no written transcript is made, a written summary shall be prepared. In all cases, the losing party will bear the cost for outside services for recording of the transcript. Arbitration hearings will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work weeks. All Employees having an official involvement in the hearing shall be in a duty status while participating in the arbitration proceedings during their regular duty hours.

Section 5. Scheduling Arbitrations: Upon selection of the arbitrator, the respective representatives for the parties shall jointly communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The parties will schedule the hearing within thirty (30) calendar days after the arbitrator is selected, when possible and agreeable with the arbitrator.

Section 6. The Arbitrator will be requested to render a decision as quickly as possible, but in any event, not later than 30 calendar days after the conclusion of the hearing, unless the Parties mutually agree to extend the time limit.

Section 7. The Arbitrator's award shall be binding on the Parties. However, either party may file exceptions to an award with the Federal Labor Relations Council, under regulations prescribed by the Council.