



UNITED STATES OF AMERICA
CONSUMER PRODUCT
SAFETY COMMISSION

Collective Bargaining Agreement

Between

American Federation of Government
Employees Local 3579

and the

U.S. Consumer Product Safety
Commission

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Preamble

This Agreement is made by and between the U.S. Consumer Product Safety Commission (hereinafter referred to as the "Employer") and Local 3579 of the American Federation of Government Employees, AFL-CIO (hereinafter referred to as the "Union" and hereinafter referred to jointly as the "Parties") in accordance with the intent and purpose of the Civil Service Reform Act of 1978 ("CSRA") as amended, and in particular 5 U.S.C. Chapter 71, PL 95-454, Title VII, as amended.

The Parties acknowledge that Federal employees have the statutory right to organize, bargain collectively, and participate through organizations of their own choosing in decisions which affect them. Experience has shown that these rights (a) safeguard the public interest, (b) contribute to the effective conduct of public business, and (c) facilitate and encourage the amicable settlement of disputes between employees and their employers.

The Parties also acknowledge that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

Article 1

Recognition and Unit

Section A. The Employer recognizes the Union as the exclusive representative of all employees of the unit as defined in Section B, (hereinafter referred to as "Employees") entitled to act for and negotiate agreements covering all Employees of the unit. The Union accepts the responsibility of representing the interest of all Employees without discrimination and without regard to membership status in the Union. Such responsibility shall continue as long as the Union is the representative of the Employees under the criteria set forth for exclusive recognition by the CSRA and governing regulations.

Section B. The unit to which this Agreement is applicable is composed of all professional and non-professional general schedule and wage grade employees of the Consumer Product Safety Commission Headquarters, located in the Washington Metropolitan area (hereinafter referred to as "HQ Employees"), and all non-professional field employees of the Consumer Product Safety Commission (hereinafter referred to as "Field Employees"). The unit excludes all management officials, supervisors, guards, temporary employees with appointments less than 90 days, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

Section C. Nothing in this Agreement shall require an Employee to become a member of the Union or pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions or by check at the Employee's discretion.

Article 2

Provisions of Law and Regulations

Section A. In all matters covered by this Agreement, the Parties and Employees are governed by, and the provisions of this Agreement are subordinate to, existing and subsequently adopted, or amended law and Government-wide rules and regulations. The Parties agree that the phrases "law or Government-wide rules or regulations" and "law and Government-wide rules and regulations" both mean applicable Federal statutes, regulations, rules, Executive Orders, and guidance from authorities issuing them and controlling decisions of the courts and administrative tribunals construing them, except that such phrases do not include "CPSC issuances," as defined below. The provisions of this Agreement take precedence over provisions of published U. S. Consumer Product Safety Commission ("CPSC" or "Agency") rules, regulations, policies, directives, and orders ("CPSC issuances") in effect on the effective date of this Agreement that are in conflict with applicable provisions of this Agreement, unless the Agreement states specifically that such issuances will be followed or the relevant issuance implements 5 U.S.C. § 2302 relating to prohibited personnel practices.

Section B. If CPSC issuances (other than a rule or regulation implementing 5 U.S.C. § 2302 relating to prohibited personnel practices) published after the effective date of this Agreement conflict with the provisions of this collective bargaining Agreement, or amendments to this Agreement, this Agreement shall govern, unless the Parties specifically agree that the CPSC issuance shall govern.

Section C. Where laws and Government-wide rules and regulations or CPSC issuances are paraphrased or partially quoted in this Agreement, such paraphrasing or partial quoting is not intended to modify the requirements of such laws and Government-wide rules and regulations, or CPSC issuances unless specifically so stated.

Section D. It is agreed and understood that any prior benefits, practices, and mutual understandings which were in effect on the effective date of this Agreement and which are not specifically covered by this Agreement and are not in conflict with this Agreement shall not be changed except in accordance with 5 U.S.C. Chapter 71, where such procedures are required.

Article 3 Management Rights

The Employer retains all rights afforded it by 5 U.S.C. § 7106, including the right:

1. To determine the mission, budget, organization, number of Employees, and internal security practices of the agency.
2. In accordance with applicable laws:
 - a. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - b. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations will be conducted;
 - c. With respect to filling positions, to make selections 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.

Article 4

Union Rights and Responsibilities

Section A. The Union shall be the exclusive representative of the Employees in the unit and entitled to act and negotiate collective bargaining agreements covering these Employees. The Union is responsible for representing all Employees without regard to membership.

Section B. The number of stewards required shall be determined by the Union to assure that each Employee in the unit shall have reasonable access to a steward. The number of stewards shall be reasonable and not exceed one steward for every 100 bargaining unit employees. Normally, no more than one (1) steward will come from any one (1) branch, division or office/directorate with less than 30 bargaining unit employees. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis (as soon as possible after assumption of representational duties), a complete list of all elected Union officials and designated authorized Union stewards. An officer or steward may not utilize official time for any purpose until the Union has provided written notice to the Employer.

Section C. Solicitation of membership and activities concerned with internal business of the Union such as activities involving other Employee groups, collection of dues, assessments, or other funds, membership meetings, or campaigning for Union office, will not be conducted during working hours, that is, while the Employees are in a duty status and are to be working on the Employer's business. These activities may be conducted when all participants are in a non-duty status.

Section D. In accordance with 5 U.S.C. § 7114, it is agreed the Union shall be given the opportunity to be present at:

1. All formal discussions between an Employee and the Employer concerning any grievance or any personnel policy or practices, or other general condition of employment, or
2. Any examination of an Employee by a representative of the Employer in connection with an investigation if the Employee reasonably believes that the examination may result in disciplinary action against the Employee and if the Employee requests Union representation.

Section E. Commensurate with the provisions of this agreement and applicable law and Government-wide rules and regulations, recognized Union representatives will normally be free to exercise their right for the best interest of and to fully protect the rights of the Employees covered by this Agreement. It is further agreed that Union representatives or officials shall have all rights and privileges they would otherwise have regardless of their serving as Union representatives or officials.

Section F. The Union has access to all CPSC policies and directives that are available on the Agency's internal network. The Employer agrees to make available during normal working hours to the Union, upon request, any other available CPSC policies or procedures which involve

personnel policies and practices affecting working conditions, and instructions and notices affecting the conditions of employment of all Employees. All Union requests for data made under 5 U.S.C § 7114(b)(4) will be identified as such and will be submitted by the Union President to the Employer's Labor Relations Officer. Data requests will be processed in accordance with applicable laws and regulations.

Section G. The Union will be afforded the opportunity to make a short presentation (generally, 10 – 15 minutes) during the recurring, biweekly orientation session for new Employees regarding this Agreement and the activities of the Union. The Union will inform the Labor Relations Officer of the name of the Union official who will make the presentation. The Union may provide literature pertaining to membership for inclusion in the orientation package. No solicitation for Union membership may be made nor is internal management of the Union, as referenced in Section C to be conducted during an orientation.

Section H. The Employer will inform all new Employees of the unit that the unit is officially represented by the Union and the names of all recognized Union officials. New Employees shall also be informed of this Agreement when they first report for duty, and they shall be instructed as to where the Agreement may be seen.

Section I. In all matters relating to personnel policies, practices, and other conditions of employment, the Parties will have due regard for the obligations imposed by 5 U.S.C. Chapter 71, this Agreement, and supplements hereto. The Employer shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. Chapter 71 and this Agreement.

Section J. The Employer agrees to make reasonable efforts to ensure that mail, messages, communications, documents, packages, or other articles addressed or forwarded to or sent by the Union or Union representatives at CPSC Headquarters including electronic mail and facsimile transmissions, are delivered to the Union or the Union representatives without being opened or tampered with.

Section K. Authorized representatives of the Union who are not Employees may be allowed to visit, subject to security regulations and visitor control procedures, the work sites for the purpose of accomplishing official Union representational business during working hours, and Union officials who are Employees and other Employees may meet with such representatives if official time has been granted for such purpose. However, admittance for the purpose of meeting with Employees on other Union business will normally be authorized only during non-working hours as referred to in Section C above. Meetings with Employer officials to discuss representational business will be granted during working hours provided a prior appointment is made.

Article 5 Employee Rights

Section A. All Employees shall be treated fairly and equitably and with dignity in all aspects of human resources management, without regard to political affiliation, race, color, religion, sex, sexual orientation, marital status, age, or handicapping condition, and with proper regard and protection of their privacy and constitutional rights. It is agreed that the Employer will endeavor to establish working conditions which will be conducive to enhancing and improving Employee morale and efficiency. The Employer will apply the provisions of this Agreement fairly and equitably to all Employees of the unit and will take no action that will discourage membership in the Union.

Section B. If the Employee wishes to discuss a problem or potential grievance with the Union, the Employee shall have the right to contact and meet with the Union on duty time without fear of reprisal or penalties. The Employee will be released from duties to contact and meet the Union when the Employee makes such a request to exercise this right unless the Employer determines that CPSC work needs must first be accomplished. In such case, the Employee will be released promptly after such CPSC needs are fulfilled.

Section C. An Employee who is being examined by one or more representatives of the Employer in connection with an investigation may obtain Union representation upon request if the Employee reasonably believes that the examination may result in disciplinary action against the Employee. The Employer shall notify Employees of this right: (a) annually; and (b) each new Employee will be informed of this right at the time of appointment.

Section D. An Employee has the right to present a grievance under the negotiated grievance procedure on his or her own behalf, but the Union has the right to be present during the negotiated grievance proceeding as specified in Article 39 of this Agreement. An Employee may have a reasonable amount of duty time as is necessary, in the public interest, and consistent with his or her ongoing work responsibilities, during normal working hours for the processing of his or her grievance. The scheduling of that time shall be done with the Employer to assure the timely completion of CPSC work.

Section E. An Employee who has a grievance or an appeal, under the negotiated grievance procedure or under a statutory or appellate procedure, will be allowed a reasonable amount of duty time as is necessary, in the public interest, and consistent with his or her ongoing work responsibilities, during normal working hours to discuss the matter with the Union for purposes of any hearing or meeting pertaining to the grievance. The scheduling of that time shall be done with the Employer to assure the timely completion of CPSC work.

Section F. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare, and personal beliefs without interference or discrimination by the Employer so long as such activities do not conflict with job responsibilities.

Section G. The Employer will utilize temporary employees for the job classifications for which they are hired. Whenever possible, and in accordance with Federal hiring rules and

regulations, temporary Employees (with appointments 90 days or longer) who have performed satisfactorily will be given appropriate consideration for career or career-conditional positions which occur at the CPSC. As much separation notice shall be given temporary employees (with appointments 90 days or longer) as practicable under the circumstances.

Section H. Employees have the right to discuss or seek advice on any work-related problems that they may have with their supervisor, management officials, the Office of Human Resources Management (EXRM), the Union, the Employee Assistance Program, or any other source without retaliation from the Employer.

Section I. The scheduling of all meetings and/or discussions for employees shall be done to assure the timely completion of CPSC work. The Employee must obtain consent from his or her first or second line supervisor to be excused from his or her duties and/or request leave, if appropriate, for the particular time requested. Such consent will be granted for a reasonable period of time and/or leave, subject to the requirement that CPSC work needs must first be accomplished. A leave request shall not be required from the employee for infrequent (generally, no more than three per month), brief meetings of less than 15 minutes but employees will obtain supervisory approval to leave their worksite.

Article 6
Union-Management Discussions

Section A. The Union President or Vice President and the Agency's Labor Relations Officer shall meet once a month or more frequently as issues arise to discuss any issues deemed necessary by either party. The Union and Management, by mutual agreement, may request additional management officials to attend, if necessary, based on the issue to be discussed. At any time during a fiscal quarter, a quarterly meeting with the Executive Director can be requested by the Union or Management by providing an agenda to the Agency's Labor Relations Officer describing any new or unresolved agency related issues that require discussion. The meetings shall be subject to providing a written agenda and availability of the participants.

Article 7

Matters Appropriate for Consultation or Negotiations

Section A. It is agreed that matters appropriate for consultation or negotiation include but are not limited to: personnel policies, practices, and matters affecting working conditions of Employees. This is not intended to expand or decrease the subjects for which a right of negotiation exists under 5 U.S.C. Chapter 71 and other applicable law or Government-wide rules or regulations, affecting matters covered by 5 U.S.C. Chapter 71.

Section B. It is agreed that upon request of either Party, a meeting will be scheduled at a mutually agreeable time for the purpose of discussing, in good faith, matters related to personnel policies, practices, and matters affecting working conditions of Employees. Either Party desiring or having a requirement to consult with the other, shall normally give advance notice to the other Party. Such notices shall normally include a statement of the subject matter to be discussed and the problem which generated the cause for discussion.

1. Notification of the proposed changes to personnel policies, practices, and working conditions will be submitted to the Union. Notice of the change will include all necessary and relevant information and a briefing will take place at the request of either party. Prior to implementation, the Union will have ten working days to request negotiations on any aspect of the proposed change which is negotiable as a matter of law or Government-wide rules or regulations. All negotiations will take place promptly with the intent not to delay implementation.
2. The Employer agrees to make reasonable arrangements regarding a time and place for authorized local and national representatives of the American Federation of Government Employees (AFGE) to visit the Employer or designee at reasonable times on official Union business in accordance with the criteria set forth in Section K of Article 4.

Section C. It is recognized that this Agreement is not all inclusive. The fact that certain matters have not been specifically covered in the Agreement does not lessen the responsibility of the Parties to meet with each other for the discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement. Even when there is no obligation to consult or negotiate, the Parties may meet with one another.

Section D. Such meetings as described in this Article shall take place during duty hours except as otherwise provided in this Agreement, and Union representatives are entitled to official time within the parameters outlined in Article 9.

Section E. The obligation to meet and confer does not apply to matters involving management rights (specified in 5 U.S.C. § 7106) such as determining the mission, budget, organization, number of Employees, and internal security practices; and the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing its work. However, even where a management right is involved, the Employer will bargain as required by law or

Government-wide rules or regulations on the impact and implementation of the right, if the Employer has discretion to affect impact and implementation. Examples are some aspects of reduction-in-force (RIF) procedures, performance appraisal procedures, and disciplinary procedures.

Article 8

Services to the Union

Section A. Upon request from the Union, the Employer will provide suitable meeting space. Granting of space will be subject to normal safety and security regulations and provisions and will avoid disruption or distracting effects on official business. The Union may use the Agency's electronic network for checking the availability of a conference room and scheduling the use of a conference room. The Employer may cancel the reservation if an urgent, work need arises that cannot be rescheduled and there are no other available rooms to conduct the meeting.

Section B. The Union will hold meetings for conducting internal union business during non-duty hours for the attending Employees. In the event a meeting is scheduled during the authorized lunch period, Employees desiring to attend such meetings will be permitted to arrange their lunch period to coincide with the time of the Union meeting. Upon advance request, Employees will be granted one hour of annual leave or leave without pay to attend a Union meeting. Such arrangement or leave will be permitted subject to the requirement that CPSC work needs must first be accomplished.

Section C. The Employer will provide the Union with bulletin board space on each floor that the CPSC occupies at the Bethesda, Maryland headquarters building and at the NPTEC. The Employer will provide the Union with access to a public folder on the Agency's email system to post union newsletters, announcements and meetings. Messages pertaining to internal union business may not be prepared or transmitted while the Employee preparing or transmitting the message is in a duty status or on Employer equipment. Employees receiving transmittals from the Union may not use duty time to review them.

Section D. The Employer will provide private office space in the Headquarters complex up to 120 sq. ft. for the Union's use, subject to the exception below. In addition, the Employer will furnish the Union space with: a desk, chairs, table, phone and file storage.

If there is a change in the Employer's space allocation due to fiscal circumstances or organizational needs, the Employer may discontinue its provision of a private office space to the Union. In such a case, the Employer will provide the Union with 60 days notice prior to the discontinuation. Unless other arrangements have been made through Impact and Implementation Bargaining, the Employer will provide the Union with a workspace for its exclusive use. This workspace will include the items listed above. Additionally, the employer will provide private meeting space and virtual meeting capabilities when notified at least 24 hours in advance by an official of the Union, subject to the availability of such capabilities.

Section E. Union representatives will be permitted de minimis use of Government telephones, fax, and computers, located in the representatives' work areas for conducting labor-management business. De minimis use will be in accordance with the agency's personal use policy. No equipment may be utilized for internal Union business (as defined in Article 4, Section C.)

Section F. The Employer, at its option, upon request from the Union, may provide other reasonable services to the Union. All services provided to the Union must be in accordance with government law, rule or regulation.

Section G. The Employer will provide the Union with a copy of the Weekly Staffing Report as it becomes available each week.

Article 9 Official Time

Section A. In order to develop and maintain effective labor-management relations, the Employer agrees to grant official time as provided below to accomplish representational duties. Release of the designated Union representatives from their official duties for the purpose of Employee representation will enhance labor-management relations at all levels. Thus, official time will be authorized to designated Union officials to carry out representational activities as follows:

1. Consistent with 5 U.S.C. Chapter 71 and the terms of this agreement, Union officers and Stewards will be granted official time in the amount the Parties agree to be reasonable, necessary and in the public interest for the performance of labor-management relations activities that do not constitute internal Union activities (including the solicitation of membership, elections of labor organization officials and collection of dues). The reasonableness of amounts of time requested will be assessed based on all the facts and circumstances. However, the overall annual usage of official time each fiscal year for all Union officials combined may not exceed the Total Hours of Official Time allocated by Management utilizing the following formula:

$$\text{Total Hours of Official Time} = \text{Number of Bargaining Unit employees (as of October 1}^{\text{st}} \text{ of the fiscal year)} \times 1 \text{ hour}$$

The Labor Relations Officer will provide the Union with the annual allocation (resulting from the above formula) within 10 working days of the start of the fiscal year.

2. The parties recognize that the use of official time involves a balancing of the Union's right to sufficient time to allow it to provide quality representation to all the employees it represents and the Employer's right to assign work so as to efficiently and effectively accomplish its mission. Therefore, each Union official shall spend at least 75% of their duty time per fiscal year performing agency work and/or training.
3. Unless otherwise arranged, Union representatives and Employees will be required to submit a request in the Agency's time and attendance system and arrange with their supervisors, in advance, for their use of official time except in unusual circumstances (e.g., a workplace altercation which requires immediate attention). The request must specify the proper official time pay code, good faith number of hours that is expected (minimum of 15-minute increments) and the specific purpose for which official time will be used. If the immediate or higher level supervisor is not available, approval can be obtained from the Agency's Labor Relations Officer. Union representatives will record the actual time used on their timesheet using the appropriate official time codes. Union officials who utilize official time without advanced written Agency approval (except in unusual

circumstances or for infrequent, brief meetings as defined in Article 5) shall be handled in accordance with E.O. 13837, Section 5 (while in effect) and agency policy. Nothing in this Article shall be construed to prohibit Union representatives from requesting paid or unpaid leave to perform representational activities.

4. Permission will be granted, on the above conditions and limitations, unless workload needs require the representative's presence at Agency tasks that they are then performing or are needed to perform on the day or time for which permission is requested. If permission is delayed, the supervisor will immediately give the reasons for the delay and shall put them in writing if asked to do so by the requesting representative. If the supervisor does not grant permission for the time requested, he or she shall work with the representative to schedule the time requested to minimize the required delay, keeping in mind the interests and responsibilities of the Union as well as the needs of the Employer. In any case, when permission is delayed, all time limits and actions shall be automatically extended for a time equal to the length of the delay.

Section B. The Union will make every reasonable effort to accomplish representational activities and labor-management business in the most cost effective and practical ways (e.g. phone, video conferencing, email, and other electronic communications). The Employer shall not be required to reimburse Union representatives for travel and per diem expenses unless required by law or regulation.

Section C. Employees in the bargaining unit serving as Union representatives are entitled to official time under 5 U.S.C. § 7131(a) for the negotiation of a collective bargaining agreement, including attendance at an impasse proceeding. In addition, official time will be granted for representational functions. For the purpose of this Article, "representational functions" means those authorized activities undertaken by Union representatives who are employees of the Employer on behalf of other bargaining unit employees or the Union pursuant to representational rights under the terms of this Agreement. Internal union business may not be conducted on official time. Activities for which official time will be authorized under the terms of this Article include:

1. All negotiations with the Employer occurring during the term of the CBA;
2. Review Employer actions and prepare for impact and implementation negotiations;
3. Prepare, present, and respond to grievances;
4. Disciplinary or adverse action oral reply meetings, if the Union is representing the employee;
5. Any meeting for the purpose of presenting reconsideration replies in connection with the denial of within-grade increases;

6. Conferring with affected employees about matters for which remedial relief is available under the terms of this Agreement;
7. Formal discussions between Employer representatives and employees concerning personnel policies, practices, and matters affecting working conditions;
8. Attendance at an examination of an Employee who reasonably believes he or she may be the subject of a disciplinary or adverse action and the employee has requested representation pursuant to 5 U.S.C. § 7114(a)(2)(B);
9. Informal consultations between the Employer and the Union;
10. The Employer will allow a maximum of 20 hours to meet with members of Congress and their staffs on matters relating to bargaining unit conditions of employment.
11. Attendance at meetings of committees on which Union representatives are authorized membership by the Employer or an Agreement;
12. Attendance at Employer-recognized activities to which the Union has been invited;
13. To participate in biweekly orientation briefings for new employees;
14. The Employer will allow up to 40 hours (within the overall cap) per Union official each fiscal year for the purposes of attending training relative to Labor-Management Relations. Requests should be submitted to the Labor Relations Officer with an agenda and a course description via email two (2) weeks in advance.
15. To participate in jointly sponsored training primarily to further the interest of the government by improving labor-management relationships; and
16. To prepare for, if necessary, any of the activities listed above.
17. In the absence of an assigned Union official, the employer will allow up to 20 hours (including travel time) per fiscal year for Union officials located at HQ to visit the Rockville site to observe working conditions.
18. All other matters not listed in which official time is specifically authorized by law, rule or regulation.

Section D. Employees in the bargaining unit participating for or on behalf of the Union in proceedings before the Federal Labor Relations Authority are entitled to official time in accordance with 5 C.F.R. § 2429.13.

Article 10

Dues Withholding

Section A. Employees may voluntarily authorize an allotment from their pay for dues to be paid to the Union in order to maintain membership in the Union. Authorization will be transmitted to the payroll office serving CPSC effective the pay period after receipt in EXRM of a properly executed and certified SF-1187, which may be obtained from the Union. Dues withholding may be revoked one year from the date of the first deduction or on each successive anniversary date of the first deduction. The effective date of such revocation shall be the first full pay period following the relevant anniversary date. Revocation shall be accomplished by sending a properly executed SF-1188, which can be obtained from the Union, to EXRM.

Section B. The Union shall notify EXRM when there is a change in the dues structure of the Union. EXRM will submit the required changes in dues withholding of the members to the servicing payroll office no later than the second full pay period after receiving written notice of the required changes from the Union.

Section C. EXRM will notify the Union in writing whenever an Employee is or becomes ineligible for dues withholding due to separation from the bargaining unit or separation from employment with the Agency or is otherwise placed in a non-pay status by providing the weekly staffing report.

Section D. The Parties agree that dues shall be withheld each biweekly pay period with the total amount remitted to the Union according to the Union's instructions. The Employer or the Employer's payroll office will provide the Union a monthly report of Employees from whom dues were withheld, the amount withheld from each Employee, and the total amount withheld and remitted to the Union.

Article 11

Working Conditions, Safety, and Health

Section A. The Employer shall make reasonable efforts to provide and maintain safe working conditions in all CPSC leased facilities. The Union will cooperate to that end and encourage Employees to work in a safe manner and to use all required safety devices. Both the Employer and the Union recognize their respective obligations to assist in the prevention, correction, and elimination of hazardous and unhealthy working conditions and practices in accordance with applicable law and Government-wide rules and regulations.

A supervisor, management official, or the designated laboratory safety officer, as applicable, shall inspect a work area immediately upon being notified of a reasonable belief that an imminent hazard exists to the safety or health of Employees. An imminent hazard is a condition that presents a significant and immediate risk of death, serious illness, or severe personal injury. Based upon the results of the inspection, the supervisor will determine whether it is safe for the Employees to continue working in the area. If the supervisor cannot make an immediate determination, the supervisor shall direct the Employees to a non-hazardous area on the premises or to alternative work activities.

When physical conditions present an imminent hazard to the safety or health of Employees, and the Employer is unable to provide alternative work stations or activities, the Employer shall grant excused leave or unscheduled telework if the Employer determines that the problem cannot be corrected before the end of the Employees' workday.

An Employee may depart from his or her workstation or decline to perform an assigned task without permission of the supervisor only when the Employee reasonably believes that he or she would be exposed to an imminent safety or health hazard and there is insufficient time to seek permission from the Employer. If this occurs, the Employee shall remain as near as practicable to the work location and be immediately available for recall to work.

Section B. An Employee who is assigned or intends to perform hazardous work must ensure that the supervisor is aware of the procedures the Employee intends to use in doing the work. For purposes of this section, hazardous work is work that involves exposure to a significant risk of death, serious illness, or severe personal injury, but does not include transporting people or substances or warehouse activities where required safety practices are being observed. The supervisor will decide whether such work requires that another Employee be within the sight or hearing of the Employee who is to perform the work and what other safety procedures are to be observed. In case of a dispute between the Employee and the supervisor regarding such safety procedures, the designated laboratory safety officer or other knowledgeable person shall be consulted; and the supervisor shall make his or her decision based upon the available information.

Section C. The Employer shall furnish, free of charge, any needed protective equipment or clothing, or device required by applicable law or regulations, other than articles of clothing not typically shared (*e.g.*, steel toed shoes), and shall provide for the cleaning and maintenance of such items as provided in CPSC policy and procedures.

Section D. No Employee, other than qualified maintenance personnel, shall be required to perform repair work on or about moving or operating machines. This does not preclude the Employer from requiring Employees to make normal or necessary adjustments to machinery or equipment.

Section E. The Employer and the Union mutually recognize that chronic hazards can lead to serious illness, severe personal injury, or death. Such chronic hazards can be presented by repeated exposure to particular chemicals, poor air quality, noise, and conditions that can lead to certain repetitive stress disorders. Where levels of exposure are unsafe as determined by Government-wide standards set by Federal agencies such as EPA, OSHA, and GSA, or applicable state or local codes, the Employer shall have the responsibility to provide the Employees with properly designed equipment and work stations, training and information, and use procedures which minimize chronic hazards to the extent required by applicable law or regulation. The Employees have the responsibility to properly use the equipment, to properly follow instructions, and to report to their supervisors the existence of conditions in the work area that may cause chronic hazards. The Employer shall inform Employees of work conditions to which they are exposed at levels that, to the Employer's knowledge, pose a significant risk of death, serious illness, or severe personal injury. This information may be provided through sources such as material data safety sheets published by manufacturers of the end product to which the Employee is exposed. These materials shall be made available upon request by an Employee.

Section F. The Employer shall supply and maintain on a regular basis an adequate number of fire extinguishers of the appropriate type in CPSC leased facilities as required by applicable building codes.

Section G. An employee recuperating from an illness or injury who wishes to work, but is not capable of performing a full duty workload, may make a request to the Employer for a temporary assignment to light duty or alternative duty. The Employer will make reasonable efforts to comply with the request. The Employer may require that such requests be supported by a medical certificate.

Section H. The Employer will provide first aid kits within reasonable access to all Employees in CPSC leased facilities. The Employer and the Union encourage Employees to seek qualified medical treatment in case of injury or illness, and not to rely on first aid, particularly if self-administered, as a substitute for qualified medical treatment. In case of injury or illness at a CPSC leased facility, the Employer will help arrange necessary transportation to the hospital or other medical facility, or to the Employee's home when the Employee needs such assistance.

Section I. When environmental conditions (e.g., temperature, humidity, noise, and lighting) within an office or work area in a CPSC leased facility do not meet the applicable Government-wide safety standard or applicable state or local code, the Employer shall direct the Employees to other work areas or work activities. If the Employer is unable to provide alternative work areas or activities and the Employer determines that the problem cannot be corrected before the end of the Employees' workday, the Employer shall grant the affected Employees administrative leave or unscheduled telework.

Section J. The Employer will give notice to and negotiate with the Union to the extent required by applicable law and Government-wide rules and regulations, when the Employer proposes to relocate unit Employees or otherwise make changes in the physical working conditions of unit Employees when the relocation or changes cannot be easily reversed (e.g., when the change involves construction or the execution or termination of contracts with outside parties). Prior to implementation, the Union will have seven working days to request negotiations on any aspect of the proposed change which is negotiable as a matter of law or Government-wide rules or regulations. All negotiations will take place promptly with the intent not to delay implementation.

Section K. The Employer will make good faith efforts, within the budgetary limitations set by the Employer for wellness activities. Such activities may include: blood pressure monitoring, basic vision and hearing tests, basic first aid and cardiopulmonary resuscitation training, health education programs, cholesterol screening, influenza and other inoculations, or cancer screening.

Section L. The Employer agrees to inform each new Employee of the Employer's existing procedures applicable to the Employee's safety.

Section M. The Employer will work with the Union to ensure that its Occupant Emergency Program is up-to-date, workable, and understandable by Employees. The Employer will notify the Union of any changes it proposes to make to the policy and the Union will be allowed at least seven calendar days to review the Employer's proposals, submit its comments or counterproposals, and request to bargain over the implementation of these changes, as may be necessary.

Section N. When the Employer becomes aware of a potential emergency situation or other threat to Employee safety and health, such as a bomb threat or receipt of a suspicious package, or becomes aware that certain safety equipment, such as the sprinkler or alarm system, is not working, the Employer shall contact a Union officer (President, Vice President, Chief Steward, Treasurer, Secretary, other Stewards), unless the Employer determines that immediate evacuation is warranted. If available, the Union shall be included in the discussions as the Employer determines what its response to the situation should be, but the final decision shall be made by the Employer.

Section O. Unless there is a need for confidentiality, the Employer will notify the Union President of all thefts and other crimes on the Employer's premises that are reported to the Employer.

Section P. The Employer will provide safety information, updates to safety policies, and reminders of safety and health policies to Employees periodically through media such as the e-mail system and bulletin boards.

Article 12

On-The-Job Injury

The U.S. Department of Labor administers the Federal Employee Compensation Act (FECA). The FECA defines work related injuries, describes procedures and forms for filing a claim for benefits, and details the rights and obligations of both the Employer and Employees. The Employer is committed to carrying out its duties under the FECA, including providing a reasonably safe and healthful work environment.

In order to both protect the Employees' rights under FECA and to bring to the Employer's attention possibly unsafe working conditions or practices, Employees should notify their supervisors of work-related injuries or occupational illnesses as soon as can be reasonably expected.

When an Employee informs the supervisor of an injury or illness that is possibly work related, the supervisor will ensure that the Employee is informed of his or her rights and duties under FECA, including those related to compensation, leave, and time limits for filing claims. The supervisor may do this by referring the Employee(s) to the appropriate person in EXRM.

Employees may be required to submit acceptable medical documentation related to a claim for benefits under the FECA.

Article 13 **Equal Employment Opportunity**

Section A. The Employer and the Union affirm their commitment to provide equal employment opportunities to all Employees and to prohibit discrimination because of race, color, religion, sex, national origin, disability, sexual orientation, or age. The Parties affirm their commitment to prohibiting discrimination on the basis of marital status or political affiliation, and also to preventing harassment or reprisal on the basis of any of the above conditions.

Section B. The Employer will make reasonable accommodations to the known mental or physical limitations of Employees and qualified applicants with disabilities, unless the accommodation would impose an undue hardship on the business or program operation of the Employer. Non-probationary Employees who develop mental or physical limitations that prevent them from performing the essential functions of their positions even with reasonable accommodation will be considered for alternative work positions on a temporary or permanent basis.

Section C. The Employer agrees to furnish the Union a copy of the Agency's annual MD-715 report on EEO data. This section shall not require the Employer to create special compilations of information.

Section D The Employer shall furnish the Union with a copy of any Affirmative Action Plans that may be developed.

Section E. The Employer shall not discourage Employees from using the equal employment opportunity complaint system or appeal procedures available to all Employees.

Article 14

Employee Development

Section A. The Employer and the Union agree that the training and development of Employees is a matter of importance to the Parties. 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.

1. The Employer shall email or post on the agency's intranet site announcements regarding training programs available to Employees as soon as practical after the Employer has been notified of such training opportunities.
2. Where the Employer requires the Employee to attend training courses or sessions, the Employee shall be given reasonable notice. Nominations and selection for training and career development programs and courses shall be made in a fair, impartial manner consistent with the Employer's needs and resources.
3. When the Employer pays for the Employee's long-term training in a non-Government facility, the Employer may require the Employee to agree in writing to a continued service agreement.
4. If an Employee successfully completes a formal on-site training program, the Employer shall, upon request at the time the training is completed, provide him or her with confirming documentation so that the Employee may use it when applying for other positions.

Section B. An Employee who has been approved entrance into a training program shall normally be granted duty time to participate in the program if the Employer determines that the training program will improve the Employee's knowledge, skills, and abilities and the Employee's value to the Employer for the duties the Employee may be asked to perform. Likewise, under the same criteria the Employer may, in its discretion, also grant such duty time to Employees who develop, with their supervisor or other Employer representatives, self-study courses.

Section C. The Employer agrees to consider an Employee's request for a leave of absence of up to one year for the purpose of professional development insofar as such requests are consistent with applicable law and Government-wide rules and regulations and the Employer's interests.

Section D. The Employer may develop an Individual Development Plan with an Employee.

Section E. The Employer will make efforts to provide promotion and career enhancement opportunities to capable Employees. Among other methods, such opportunities may be provided by:

1. The Employer actively encouraging managers to use upward mobility positions where possible to provide career enhancement opportunities to qualified Employees;
2. Evaluating situations where a lower grade Employee can fill a vacant position initially as a trainee;
3. Identifying areas where bridge positions could be established in order to provide opportunities for Employees to enhance their careers;
4. Upgrading skills of Employees so that they may fully qualify for professional positions with career ladders.

Section F. Consistent with its mission and programmatic needs, the Employer will make efforts to ensure that all Employees have the benefit of available developmental training and skill enhancement opportunities.

Article 15
Confidential Employee Assistance Program

Section A. The Employer agrees to sponsor and maintain a confidential Employee Assistance Program (EAP) for Employees, spouses, and dependent children of Employees. The EAP is intended to provide Employees with an effective system of identification, intervention, and if needed, referral to other service providers for help with social, emotional, substance abuse, behavioral, marital, and financial problems. Employees will not be charged for the services of the EAP. It is understood that the EAP is not obligated to provide long term counseling to any Employee and that Employees will be responsible for the charges of any outside service providers to whom they are referred by the EAP. The Parties agree that the Employer's current EAP program meets the requirements of this Article.

Section B. Supervisors are encouraged to consider referring an Employee to the EAP when an Employee shows an unexplained decline in the quality of job performance or emotional or conduct problems.

Section C. All contacts with EAP counselors will be confidential. However, where there have been work related performance or conduct problems and the Employee has been referred to the EAP by the Employer, involved Employer officials are authorized to obtain information from the EAP to verify that the Employee is participating in the program and following the guidance of the EAP counselor. Employer officials may also obtain information on the quantity of usage of the EAP by Employees whether referred by the Employer or self-referred. "Involved Employer officials" are those who have a responsibility in their official capacity to deal with the particular Employee or with the EAP regarding Employee use of the EAP.

Section D. Employees will be granted a reasonable amount of leave and/or other available work schedule flexibilities for their visits with an EAP counselor.

Article 16

Commuting and Parking

Section A. The Parties recognize that reducing pollution, conserving energy, and easing automobile traffic congestion are the responsibility of all citizens. The Employer and the Union will encourage and promote efforts aimed at reducing problems caused by commuting.

Section B. The Employer agrees to consider convenient access to public transportation facilities as an important criterion in locating or relocating any Employer facility.

Section C. When a lease for any building to be used by Employees is negotiated or renewed by the General Services Administration ("GSA") or when a building is to be constructed for the Employer by GSA, the Employer will request that the GSA ask the lessor of any such building, or the Employer will request GSA, in the case of construction by GSA, to provide an adequate number of parking spaces and an adequate number of protected bicycle and moped racks for Employees, provided that the granting of this request does not result in an increase of the charge paid by CPSC for space to be occupied by the Employer. Any monetary charge for the use such parking spaces or racks will be borne by the Employees. The Employer will consult with the Union regarding changes to parking arrangements at the Employer's premises which are different from the arrangements in effect on the effective date of this Agreement.

Section D. The Employer will consider paying subsidies for the purchase and use of transit passes, as defined by law and Government-wide rules and regulations, for Employees to travel to or from work at CPSC, provided that the Employer determines that Commission-approved budget priorities permit expenditures for such subsidies.

Article 17
Charity and Fund Raising Drives

Section A. The Parties agree that Employees will be offered a chance to participate in the Combined Federal Campaign, blood donor drives, U.S. Savings Bond campaigns, and other similar drives or campaigns sponsored by or approved by the Employer. Participation in any manner by Employees (for example, soliciting, canvassing, administering, or contributing) in these drives or campaigns is to be entirely voluntary.

Section B. The Employer may publicize such programs and demonstrate support and encouragement for participation in such programs and the Employer may request Employees to assist in administering such programs.

Section C. The Parties agree that the following activities will not be permitted:

1. Requiring any Employee to participate in such a program;
2. Supervisory solicitation on an individual basis for participation or contributions;
3. Supervisory inquiries about an Employee's decision whether or not to participate in a program;
4. Setting 100% participation goals;
5. Establishing personal goals and quotas;
6. Providing and using contributor lists for purposes other than the routine collection and forwarding of contributions and allotments; and
7. Developing and using a list of non-contributors.

Section D. While both the Employer and the Union recognize the benefit of worthy campaigns and drives, there shall be no reprisal or discrimination against any Employee who chooses not to participate or to contribute.

Article 18
Performance of Commercial Activities

The Parties agree to comply with all provisions of OMB Circular A-76, as changed or amended, and with other applicable law and Government-wide rules and regulations governing performance of commercial activities as long as they are in effect and apply to the Employer.

Article 19

Hours of Work

Section A. The Employer is committed to providing flexibility for Employees with regard to work schedules as long as such flexibility does not prohibit the Agency from accomplishing its mission. Full-time Employees are required to work 80 hours per biweekly pay period. The Agency's normal business hours are 8:30 a.m. to 5:00 p.m. Monday through Friday.

Section B. The Employer offers the standard fixed work schedule (normal business hours, 8 hours per day, and 40 hours per week) and Alternative Work Schedule (AWS) programs. There are two categories of AWS: flexible work schedules (FWS) and compressed work schedules (CWS). All schedules must be approved by the supervisor prior to implementation. FWS and CWS are subject to the requirements of applicable Government-wide law, rules, and regulations and agency policies and procedures.

1. FWS consist of workdays with: (1) core hours and (2) flexible hours. Core hours are the designated period of the day when all employees must be at work. Flexible hours are the part of the workday when employees may (within limits) choose their time of arrival and departure. FWS allows Employees to work hours that differ from the Employer's normal business hours each work day. Flexitour, flexitime and variable week are the flexible work schedules offered by the Employer.
2. CWS allows Employees to complete their basic work requirement of 80 hours per biweekly pay period in fewer than 10 work days on a fixed schedule. 5/4/9 and 4/10 are compressed work schedules offered by the Employer.

Section C. All Employees are required to work core hours on all scheduled work days. Core hours are the designated times and days during the biweekly pay period when an Employee must be present for work, other than a lunch period or approved leave. Core hours will normally be 9:30 a.m. until 3:30 p.m., Monday through Friday, unless decided otherwise by the Employer on a case-by-case basis for special needs. An Employee's work hours are subject to their supervisor's approval but the schedule must include all core hours.

Section D. Employees working a standard or FWS who work beyond 80 hours in a pay period may earn credit hours at the rate of one credit hour for each hour over 80 hours worked in a biweekly pay period. Credit hours are accrued when an Employee voluntarily requests to vary the length of a scheduled workday in excess of his or her basic workday requirement. Credit hours must have the prior approval of the Employee's supervisor, with respect to both the credit hours to be worked and used. Employees on CWS may not earn credit hours.

CPSC policy regarding earning and using credit hours shall be governed by applicable law or Government-wide rules or regulations, and shall be consistent with the following points:

1. A full-time Employee may not earn more than 24 credit hours in a given pay period nor carry over more than 24 credit hours from one pay period to the next. A part-time Employee can accumulate up to one-fourth of the hours in the

Employee's biweekly basic work requirement (not to exceed 24 hours). The Employee can carry over such accumulated hours to a succeeding biweekly pay period.

2. An Employee who wants to earn credit hours shall submit a request in the agency time and attendance system reasonably in advance of the intended work period. The supervisor may deny requests to earn credit hours for valid work or performance reasons.
3. Credit hours can only be earned at the Employee's official duty station, except under special circumstances on a case-by-case basis.
4. Earned credit hours must be used before compensatory time earned or annual leave.
5. Credit hours may be earned and used in 15 minute increments.
6. Employees may not "borrow" credit hours in advance.

Section E. Employees on AWS must select start and stop times within a time band for their schedule and get approval from their supervisor. Flexible time bands at the Agency will normally be 6:00 a.m. to 9:30 a.m. for start times and 3:30 p.m. to 7:00 p.m. for stop times, unless decided otherwise by the Employer on a case-by-case basis for special needs.

Section F. In general, the following schedules may be offered to Employees, subject to prior approval by the Employee's supervisor and the restrictions stated in this Article. The Employer will attempt to accommodate an Employee's desired schedule if it is consistent with fulfilling the Employee's duties and the Employer's workload requirements.

1. *Standard workweek.* The standard workweek is an 8 hour work schedule from 8:30 a.m. to 5:00 p.m., Monday through Friday. Employees on a standard work week schedule may earn credit hours.
2. *Flexitime.* The Flexitime schedule is a 10 day, 8 hour work day schedule with a fixed arrival time between the hours of 7:00 a.m. and 9:30 a.m. Employees on Flexitime may earn credit hours. Employees on Flexitime may not start work earlier than 7:00 a.m. unless they have received prior approval from their supervisor to leave prior to 3:30 p.m.
3. *Flexitour.* The Flexitour schedule is a 10 day, 8 hour work day schedule with a flexible daily arrival time between the hours of 7:00 a.m. and 9:30 a.m. If possible, Employees will give their supervisors prior notice when they are aware of a schedule change. Employees on Flexitour may earn credit hours. Employees on Flexitour may not start work earlier than 7:00 a.m. unless they have received prior approval from their supervisor to leave prior to 3:30 p.m.

4. *Variable week.* The variable week is a 10 day flexible work schedule whereby an Employee may vary the number of hours worked on a given day with the prior approval of the Employee's supervisor as long as they work the core hours. Employees on variable week schedule may earn credit hours.
5. *5/4/9 Compressed Work Schedule.* The 5/4/9 CWS schedule requires the Employee to work eight (8) 9 hour days and one (1) 8 hour day with one day off per biweekly pay period. Employees on 5/4/9 will select a fixed start time between 6:00 a.m. and 9:30 a.m. with approval of their supervisor. Employees on 5/4/9 must have a fixed day off each pay period. The day off can be the first or second Monday or the first or second Friday with the approval of the supervisor. Employees on 5/4/9 may not earn credit hours or work Flexitour. When a Federal holiday falls on an Employee's CWS day off, the Employee will be granted "in lieu of" time off as authorized by applicable regulations.
6. *4/10 Compressed Work Schedule.* The 4/10 CWS schedule requires the Employee to work four (4) 10 hour workdays each week with one day off per week. Employees on 4/10 will select a fixed start time between 6:00 a.m. and 8:30 a.m. with the approval of their supervisor. Employees on 4/10 must have a fixed day off each week. The day off can be the first and second Monday of each pay period OR the first and second Friday of each pay period with the approval of the supervisor. Employees on 4/10 may not earn credit hours or work Flexitour. Field positions are not eligible for a 4/10 schedule. When a Federal holiday falls on an Employee's CWS day off, the Employee will be granted "in lieu of" time off as authorized by applicable regulations.

Section G. All Employee work schedules will include a 30 minute, unpaid lunch break in addition to the hours stated above. Normally, this will be taken at or near the midpoint of the tour of duty. Lunch cannot be credited towards work time and may not be taken at the beginning or the end of the workday. Employees on a traditional or FWS may extend this period to 60 minutes within the timeframe outlined in this section, with prior supervisory approval. Employees on CWS may extend this period to 60 minutes within the timeframe outlined on this section, if it is part of their approved fixed work schedule. Lunch must be taken no later than 6 hours after the start of the workday and no sooner than 2 hours after the start of the workday.

Section H. Employees will have access to their work areas Monday through Friday between the hours of 6:00 a.m. and 7:00 p.m., and at other times by arrangement with the Employee's supervisor and the CPSC Security Officer. The Employer may limit access to any areas for reasons of worker safety, security, or any other management concern.

Section I. The Employer's normal business hours are from 8:30 a.m. to 5:00 p.m., Monday through Friday. Each supervisor or appropriate management official will determine adequate coverage during normal business hours in order to ensure that the functions of the office are fulfilled. Some examples of the principal forms of coverage are:

- Answering phones;
- Providing clerical, technical, and professional support;
- Providing appropriate representation at meetings;
- Team and organizational meetings; and
- Handling inquiries from the public.

No qualified Employee covered by this Agreement shall be exempted from participating in meeting the coverage requirements for his or her office. An Employee shall not ordinarily be required to work an alternative work schedule.

Section J. To ensure accurate records of the arrival and departure times, the length of the workday, and days worked, the Employer may require Employees to record their work hours according to the needs of their office.

Section K. An Employee who is scheduled to attend out-of-office training will revert to the working hours in effect at the training site. His or her AWS program may also be temporarily suspended. Employees are discouraged from taking out-of-office training on days that fall on Federal holidays and must receive advanced approval for such training in order to receive compensatory time for the Federal holiday.

Section L. The Employer may require an Employee to report for duty on his or her scheduled CWS day off, or during a time period which does not comply with his or her desired AWS. Employees so affected will be compensated at appropriate overtime rates of pay or by the accrual and use of equivalent amounts of compensatory time as appropriate by applicable law, Government-wide rules or regulations or agency policy.

Section M. Full-time Employees participating in the AWS programs are accountable for 80 hours of work per biweekly pay period. It is an Employee's responsibility to confirm that his or her time is worked and recorded accurately. Any discrepancies must be brought to the attention of the appropriate management official. Any amendments to the time and attendance records must be made in a timely manner.

Section N. If the Employer finds that a particular schedule has an adverse impact on or is substantially disrupting the work of a Directorate, Office, or group of Employees -- including, but not limited to, reduction in productivity, untimely performance of work, unavailability for work, diminished level of services to the public, inadequate office coverage, problems with other operational requirements, workload demands, or an increase in the cost of operations -- the Employer shall promptly discontinue such a schedule in order to meet mission needs. In the alternative, the Employer may, at its discretion, restrict the Employees' choice of arrival and departure time, restrict the use of credit hours, exclude from such program any Employee or group of Employees, temporarily suspend AWS for an organizational unit, or adjust an individual Employee's work schedule.

Section O. Additionally, an individual Employee may be removed or suspended from AWS or be subject to an adjustment of his or her schedule for cause including, but not limited to, reasons of fraud, abuse, repeated negligence in properly recording his or her work time under the

AWS programs, or unwarranted refusal to work at a time different from the Employee's usual work schedule. Such action may be taken by the Employer without making the findings or determinations referred to in Section N.

Section P. The Employer is offering alternative work schedules and the Employees agree to be flexible in changing their planned schedules to accommodate the needs of the Employer. Employees must be prepared to make necessary changes in their preferred schedules to accommodate meetings and other work activities that require their presence at specific times. The refusal to make these accommodations may be grounds for removing an Employee from an AWS or otherwise limiting an Employee's AWS options. Such refusal may also be grounds for other appropriate action.

Article 20

Telework

Section A. The Employer and the Union affirm their commitment to provide a telework program to benefit the Agency mission and Employees. The Employer is a leader in the use of workplace flexibilities, including telework. Workplace flexibilities help the Employer to recruit and retain the best and brightest workers and maximize their effectiveness. Furthermore, telework improves the quality of employee work-life; increases employment opportunities for persons with disabilities; saves money by helping to promote management efficiencies; and makes the Employer more resilient in severe weather and other emergencies.

Section B. The Employer is fully committed to a telework program that allows flexibility for Employees without diminishing Employee performance or Agency mission. A successful telework program allows managers and Employees to clearly define the work expectations and objectives, and provides Employees the tools and flexibility needed to get the job done. All Employees are entitled to fair and consistent application of the telework policy. No Employee shall be subject to arbitrary determinations of eligibility or application of the policy.

Section C. In accordance with the Telework Enhancement Act of 2010, the Employer is committed to a telework program that is established on these basic tenets:

- Telework is primarily an arrangement established to facilitate the accomplishment of work.
- Employee participation in telework is voluntary but must be approved by the Employee's supervisor based on criteria established in Agency policy. Effective telework is tailored to the circumstances of the work being performed and the person performing the work.
- Telework is not an Employee right.
- Telework supports work-life balance but may not be used as a substitute for dependent care.

Section D. The opportunity to telework applies to Employees in various job series, as identified by the Executive Review Board, as well as Employees with medical conditions or personal situations that would benefit from being able to work at an alternate worksite in accordance with Agency policy.

Section E. In accordance with Agency policy, employees may work an alternative work schedule (AWS) or compressed work schedule (CWS) and telework. Working an AWS or CWS schedule shall not limit an employee's ability to telework. In all cases, adequate staffing must be maintained at the traditional worksite to provide the office interaction necessary to get the job done and support customers.

Section F. On a case by case basis and with sufficient justification, a supervisor may allow an eligible employee to ad hoc telework in accordance with Agency policy. Employees otherwise eligible will be allowed to telework on an ad hoc basis due to inclement weather in

accordance with Agency policy.

Section G. Teleworkers may be required to report to their regular duty station for duty, instead of the alternative worksite, when deemed necessary due to equipment malfunction, network issues or as deemed appropriate by their supervisor. Whenever possible, advance notice will be given to the employee.

Section H. The Employer will bargain as required by law and Government-wide rules or regulations on the impact and implementation of changes to the Agency's telework policy.

Article 21
Part-Time Work and Job Sharing

Section A. The Parties recognize that job sharing can provide Employees with considerable work scheduling flexibility beyond normal part-time work. Job sharing opens opportunities for increased part-time work and can provide humanitarian assistance to Employees with special spouse care, child care, elder care, or other special needs.

Section B. All part-time Employees shall be treated fairly and equitably in all aspects of personnel management consistent with law and Government-wide rules and regulations and this Agreement.

Section C. Requests for job sharing will be considered on a case by case basis, and, if effected, will be administered in accordance with the Office of Personnel Management procedures and guidelines.

Section D. When the Employer acts to implement a particular job sharing arrangement affecting an Employee represented by the Union, it will advise the Local Union President in advance of the implementation.

Article 22

Overtime and Compensatory Time

Section A. It is understood that the Employer may require Employees to work overtime during:

1. Emergencies resulting from conditions adversely affecting normal operation of equipment or facilities, or
2. Urgent and essential tasks which, under existing circumstances, cannot be timely accomplished within the regular hours of the basic work week.

Section B. An Employee's preference to work or not to work overtime will be given consideration, provided the Employee has a legitimate reason and/or another qualified Employee is available to work in place of the Employee who prefers not to work. Compensation shall be made in accordance with applicable law and Government-wide rules and regulations, and this Agreement.

Section C. Overtime shall be distributed fairly among Employees based upon skills, performance, availability, and the nature of the work. It is understood that an Employee who is regularly performing a particular job during the regular working hours shall be given the first consideration and opportunity to perform any overtime work that may be required on that job. Next consideration shall be given to those Employees in the work unit who volunteer, who are qualified to perform the work, and who can satisfactorily perform the job.

Section D. The Employer shall maintain a record of overtime and additional pay assignments and will make this available to a Union representative upon request.

Section E. The Employer agrees to provide the Employee with as much advanced notice as practical but no less than 24 hours in the case of overtime, and 48 hours in the case of holiday work, except in emergency situations where no advance warning is practical.

Section F. An Employee who is required to return to duty or otherwise report to duty, outside of the Employee's basic workweek, to perform unscheduled overtime work will receive a minimum of two hours overtime pay if authorized by the "Call Back" provisions of the applicable regulation.

Section G. The Employer agrees that Employees will not be scheduled to work on a holiday prescribed by Federal law or Executive Order solely to avoid overtime work that otherwise would be performed on an overtime basis.

Section H. Overtime shall not be distributed or withheld as a reward or a penalty.

Section I. Compensatory time is time off taken in place of payment for overtime worked, if agreed to by the Employer or required by existing law or Government-wide rules or regulations.

Compensatory time off will be granted within a reasonable period of time after the overtime is performed, subject to staffing and workload requirements.

Article 23

Annual Leave

Section A. Employees shall earn and be granted leave in accordance with law and Government-wide rules and regulations. Approval of Employees' requests for annual leave shall be granted provided that the Employees give their supervisor reasonable advance notice and under the conditions set forth in Section B. Annual leave may be granted for personal or emergency purposes. Denial or cancellation of annual leave may be grieved through the negotiated grievance procedure.

Section B. Employees may request annual leave without interference or coercion for any duration, for any time, and in any pattern they desire. Approval and disapproval will be dependent upon staffing and/or workload requirements. No arbitrary or capricious restraints will be established to restrict the approval and use of annual leave. The use of annual leave is the right of Employees, subject to staffing and workload considerations. The supervisor's decision to approve or disapprove all annual leave will involve consideration of Employees' expressed desires and personal convenience.

Section C. Annual leave for an emergency may be granted to an Employee when the Employee is unable to report to work because of some home or personal problem of an emergency nature without prior approval. When there is bona fide management concern regarding the Employee's need for using emergency leave, the Employee may be required to submit proof of the emergency. Requests for annual leave for an emergency shall be made to the supervisor not later than two hours after the start of the Employee's regular shift, unless such emergency conditions prevent the Employee from doing so within that time frame.

Section D. The Union recognizes that at times conditions may necessitate denial or curtailment of leave. The Employer agrees that this should be required only where the exigent workload or staffing needs of the Employer must be addressed.

Section E. Employees shall request leave utilizing an electronic leave request through the agency's time and attendance system, and the supervisor having the authority to act on leave requests shall record his or her approval or disapproval. If disapproved, the supervisor shall include the reasons for such disapproval on the electronic request form.

Article 24

Seniority for Annual Leave

Section A. It is understood that seniority as defined in this Article applies only to matters set forth in Article 23 regarding annual leave. For all other purposes, seniority will be determined in accordance with governing policies and applicable law and Government-wide rules and regulations.

Section B. When any new Employee enters into employment at the CPSC, the Employee's prior Federal service will not be counted for seniority purposes until the Employee completes one year of duty at the CPSC. This does not apply to Employees who have been reassigned within CPSC.

Section C.

1. In the event of a dispute over seniority, the Employer will provide the service computation dates of the Employees concerned to the appropriate supervisor, and upon request of either Employee, to the Union. The earliest service computation date, without adjustment for additional service credit under OPM regulations covering reduction-in-force (RIF), will determine the most senior employee.
2. Subject to the Employer's right to schedule and approve annual leave based on workload requirements, the most senior Employees will be given preference if the number of Employees applying for annual leave for a particular period of time exceeds the number the Employer determines it can release from work during that period. However, an Employee may choose to exercise such seniority once a year, but not for the same time frame in consecutive years.
3. For example, if two employees want to take annual leave on the day after Thanksgiving and the Employer determines that because of workload requirements, only one of the Employees can take leave, the most senior Employee could choose to exercise the seniority preference on that occasion but could not use the preference for any other annual leave in the same year. Further, if the most senior Employee chose to exercise the preference that year, the Employee could not exercise the preference the following year for the day after Thanksgiving.

Article 25 **Sick Leave**

Section A. This Article states rules pertaining to sick leave. Law and Government-wide rules and regulations (including, for example, the Rehabilitation Act of 1973 and the Family and Medical Leave Act of 1993 and 5 C.F.R. Part 630, Subpart D) also state rules pertaining to sick leave. If there is no conflict between this Article and law and Government-wide rules and regulations, both govern. If there is a conflict, law and Government-wide rules and regulations govern.

Section B. The Employer shall grant the Employee sick leave when he or she cannot work because he or she is (i) sick; (ii) injured; (iii) pregnant; (iv) directed not to work by a doctor for medical reasons; (v) at a medical, dental or optical appointment; (vi) at a treatment session for alcohol or substance abuse; (vii) at a treatment session for an emotional or psychological disorder; (viii) taking care of sick family members; (ix) arranging for and/or attending the funeral of a family member; or because he or she (x) has been exposed to a contagious illness that he or she could spread to other Employees.

Section C. If an Employee asks to use sick leave for an absence exceeding three consecutive days, the Employer can require, as a condition for approving the sick leave request, a written confirmation of the illness from a medical professional. Alternatively, the Employer can require the Employee to provide a detailed written statement explaining the basis for the leave request.

Section D. If the Employer concludes that the Employee's sick leave usage or requests are excessive, the Employer has the rights set forth in section C even if the sick leave request is for three consecutive days or less; provided, however, that the Employer cannot exercise those rights with respect to sick leave requests of three consecutive days or less without giving the Employee advance written notice that it intends to do so.

Section E. If an Employee (i) has been absent from work; (ii) as a consequence of the absence, fails to timely perform an assignment; and (iii) seeks approval of sick leave for any part of the absence, the Employer has the rights set forth in section C regardless of the length of sick leave requested.

Section F. Employees must submit requests for sick leave for medical examinations or treatments as far in advance as possible. The Employee's approval of sick leave for non-emergency medical, dental, or optical appointments may be subject to work load or staffing demands.

Section G. Employees must notify their immediate supervisors or designated representatives when they are prevented from reporting for work because of an incapacitating illness or injury. Such notification must be given no later than two hours after the start of the Employee's regular shift on each working day of the Employee's absence unless the Employee gives notice of a specific date he or she expects to return.

Section H. *Advanced Sick Leave.*

1. In cases of serious disability or ailment and when the exigencies of the situation require, the Employer may advance sick leave to a full-time Employee in an amount not to exceed 240 hours.
2. The Employer may advance sick leave on a pro rata basis to part-time Employees. For example, a part-time Employee whose scheduled tour of duty is 20 hours per week, may be advanced 120 hours of sick leave.
3. In determining if an advance should be made, the Employer will observe the following guidelines:
 - (a) the absence is expected to last five (5) or more consecutive workdays, although the advance itself may be for less than the total absence;
 - (b) Employees in their probationary period may not be advanced more sick leave than they will earn in the remainder of the probationary period unless it is determined that there is reasonable expectation that the Employee's service will continue beyond the end of the probationary period;
 - (c) the request for advanced sick leave must be in writing and accompanied by a medical professional's confirmation giving a diagnosis and a prognosis, including an estimate of the date when the Employee will be able to resume his or her regular duty; and
 - (d) the total amount of sick leave that may be advanced to an Employee serving under a limited appointment or one which will be terminated on a specified date may not exceed the amount that will be earned during the remainder of the appointment.
4. The Employer will not grant advanced sick leave to an Employee:
 - (a) who has filed an application for disability retirement; or
 - (b) who has signified an intention to leave employment at the CPSC.
5. The Associate Executive Director or Office Director, with concurrence of EXRM must approve requests for advanced sick leave.
6. Upon separation or retirement from the Federal service, Employees are indebted for any advanced sick leave that they used but which remained unearned at the time of separation. Refund of amounts paid to Employees for advanced leave will not be requested when an Employee dies or retires due to disability. An Employee who enters active military service with restoration rights is deemed not separated for purposes of this section.

Article 26

Administrative Leave

Section A. Administrative Leave is paid leave that is permitted—at an agency’s discretion subject to statutory, regulatory and agency requirements—when it is determined that no other paid leave is available under other law. Administrative leave is not an employee entitlement, but is granted sparingly at the discretion of the agency. CPSC may place an employee on administrative leave for no more than the maximum provided by regulation in any given calendar year. Each type of administrative leave must be recorded separately in accordance with regulation and policy. Granting administrative leave is a discretionary matter of management and may be authorized under various circumstances, The Administrative Leave Act of 2016 created four categories of authorized paid administrative leave and established parameters for their use by Federal agencies. The four categories are: general administrative leave, investigative leave, notice leave, and weather and safety leave.

Section B. *General administrative leave.* This leave must: 1) relate to the mission of the agency; 2) be an officially sponsored or sanctioned agency activity; or 3) be in the best interest of the agency or the government as a whole. Examples for which general administrative leave may be considered by management are: emergency/disaster response, voting, blood donation, jury duty, and absences granted by the Chairman. Agency policy specifically provides for the following types of general administrative leave:

1. *Emergency Response to Disasters.* In the event that an Employee is part of an emergency response team to disasters, and the Employee requests administrative leave to respond to a disaster, the Employer will make every effort to grant such request.
2. *Blood and Marrow Donation.* The Employer agrees to grant up to four hours of administrative leave to Employees for the purpose of donating blood and bone marrow once a year, unless the Employee is donating in response to an emergency call for a particular type of blood or bone marrow the Employee possesses and the Employee submits documentation of such emergency call. Employees who are paid for giving blood or bone marrow are not entitled to administrative leave.
3. *Voting.* The Employer agrees that when the voting polls are not open at least three hours either before or after an Employee’s regular work hours, the Employee will be granted an amount of administrative leave to vote, which will permit the Employee to report to work up to three hours after the polls open or to leave work up to three hours before the polls close, whichever requires the lesser amount of time off duty. Thus, for example, if an Employee's work day is from 9:00 a.m. to 5:30 p.m., and the polls are open from 7:00 a.m. to 5:30 p.m., the Employee may report to work by 10:00 a.m. and receive one hour of administrative leave. Additionally, any Employee engaged in official travel, who cannot adhere to the above, shall be granted a reasonable time to accomplish absentee voting. Under exceptional circumstances, an Employee can be excused up to a full day pursuant to applicable leave regulations.

4. *Court.* Employees may use administrative leave to perform jury duty in a Federal, state, District of Columbia, or local court or serve as a witness in an unofficial capacity on behalf of a state or local government. All permanent and temporary, full and part-time Federal Employees are eligible. Intermittent Employees are not eligible.

Whenever an Employee is called for jury duty or to serve as a witness as set forth in this Agreement, the following guidelines are applicable:

- a. The Employee will submit a copy of the court order, subpoena, or summons to the appropriate approving official in advance. This notice should be given as early as practical so the Employer can assure that arrangements can be made to accomplish the Agency's workload. Upon return to duty the Employee may be asked to show written evidence of court attendance showing the dates and, if possible, the hours.
- b. Administrative leave for this purpose is granted only during those days and hours the Employee would otherwise be in a pay status.
- c. If an Employee is excused or released by the court, the Employee is expected to return to duty unless this would be impractical because of the distance involved or the time remaining in the workday.

Service as a witness on behalf of the U.S. Government or the CPSC in any court in an official capacity is considered to be official duty time.

Section C. *Weather and Safety Leave.* An agency may provide paid administrative leave for weather and safety when weather or other safety-related conditions prevent employees from safely traveling to or safely performing work at an approved location due to an act of God, terrorist attack, or other applicable condition.

Except in rare circumstances, employees who participate in the telework program and are able to safely travel to and work at an approved telework site may not be granted weather and safety leave. Employees may not receive weather and safety leave for hours during which they are on other preapproved leave (paid or unpaid) or paid time off. Weather and safety leave may not be given to an employee who, in the agency's judgment is cancelling preapproved leave or paid time off, or changing a regular day off in a flexible or compressed work schedule, for the primary purpose of obtaining weather and safety leave.

In general, an employee must telework, in the continuation of operations where all of the criteria are met, or use other paid leave.

The Employer agrees that when it becomes necessary to close any location because of inclement weather or any other emergency condition and to grant weather and safety leave, reasonable efforts will be made to inform all Employees.

Employees should check the OPM and/or CPSC website for the operating status of the federal government (or Agency) and contact his/her supervisor for instructions.

When a duty station is open, but inclement weather or other emergency conditions affecting travel prevent an Employee from getting to work on time or from getting to work at all, the Employee should contact his/her supervisor and follow the OPM guidelines regarding the available options to telework or use other forms of paid leave

There shall be a duty on the part of any such Employee to communicate with his or her office at the first opportunity to notify the office of the condition and its effect on him or her.

Section D. Supervisors and Employees are responsible for being familiar with general leave provisions, policies, and procedures. Supervisors are also responsible for assisting Employees in obtaining information or clarification of leave provisions that apply to such situations as voting, blood donation, jury duty, etc. Employees are responsible for requesting all leave from the appropriate leave approving officials in accordance with procedures and exercising responsibility and integrity in the use of leave. Employees shall schedule and obtain advance approval of the supervisor to use leave.

Article 27

Other Leave or Absence

Section A. *Leave Without Pay.* Notwithstanding any Article pertaining to accrued leave, every Employee shall have the right to request leave without pay (LWOP) to be taken at the Employee's option, in lieu of accrued leave or in cases where no accrued leave is available. Requests and approvals shall be in accordance with the CPSC leave policy and procedures, except as modified by this Agreement and applicable law and Government-wide rules and regulations and subject to staffing and workload requirements. Extended LWOP for a temporary absence up to a period of one year may be granted to an Employee for the purpose of a sabbatical, provided the Employee's absence is in the interest of the Government and does not result in an unreasonable loss of qualifications or skills to perform the job to which the Employee must return and, as determined by the Employer, the Employee's absence would not adversely affect the Employee's organization. Employees returning to duty from approved LWOP will be granted such rights, privileges, and seniorities to which they may be entitled at the time in accordance with applicable law and Government-wide rules and regulations. A supervisor who denies a request for LWOP shall communicate the reasons for denying the request to the concerned Employee in writing, if so requested.

Section B. *Leave for the Birth or Adoption of a Child.* The Employer agrees to follow a policy of granting requests for leave in connection with childbirth or adoption as required by applicable law and Government-wide rules and regulations.

Section C. *Leave for Religious Observances.* Leave, Compensatory time for religious purposes or an adjustment of work schedule shall be available as per applicable law and Government-wide rules and regulations when personal religious beliefs require that the Employee abstain from work during certain periods of a particular workday or workweek, to the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the mission of the CPSC. In effecting this section, Employees will advise their supervisors, at least five work days in advance, of the day(s) or hours they desire to take off for religious leave. In addition, Employees will propose, in writing, the day(s) on which they wish to perform the work to make up for the time off. Requests will be promptly acted on by the Employer.

The term "personal religious belief" is to be interpreted broadly. An Employee's personal religious belief does not have to be a recognized requirement of an established religion in order to satisfy the intent of the law. It only has to be a personal belief of the Employee which is religious in nature and which requires the Employee to abstain from work during a period for which the Employee is scheduled to work. The Employer, therefore, is not to question whether the Employee's personal religious belief is based on a recognized requirement of an established religion. Rather, the Employer will be expected to accommodate the Employee's reasonably infrequent requests for use of compensatory time off or make-up time for work for this purpose, or to arrange for leave of an appropriate type unless such modifications in the individual's work schedule would interfere with the efficient accomplishment of CPSC's mission. Such make-up time will not earn overtime pay or compensatory time.

Section D. *Death in Family.* In the event of a death of a family member as defined in 5 C.F.R. § 630.201 or any close relative, the Employee may request annual leave, sick leave, or other type of leave as authorized by applicable law and Government-wide rules and regulations. The Employer will make every reasonable effort to accommodate the leave request. In determining the amount of leave to approve, the Employer agrees to give consideration to the distance the Employee must travel. For absence due to a death as referred to above, the Employer agrees to fairly consider the advancement of annual leave to Employees who have insufficient annual leave to their credit to cover such absence, provided:

1. The Employee requests the advance of leave in writing,
2. The Employee's employment record and expected tenure justify such action,
3. The advance shall not exceed the amount of leave the Employee would earn during the balance of the current leave year.

Section E. *Voluntary Leave Transfer Program.* The Parties agree to the benefits of the Voluntary Leave Transfer Program which permits Employees to donate annual leave to other Employees with medical or family medical emergency situations. The Employer agrees to publicize this program and make appropriate information available to all Employees on approved cases and advise Employees of the procedures for making leave donations.

Section F. *Leave for Care of the Elderly or Infirm.* Pursuant to applicable law and Government-wide rules and regulations, leave under the Family and Medical Leave Act, sick leave, annual leave, or LWOP, or another type of leave may be granted, as appropriate to the individual case, to Employees to attend to the medical and personal needs of elderly and infirm dependents and family members as defined in 5 C.F.R. § 630.201. Except in an emergency, such leave shall be scheduled as far in advance as practical, and shall be subject to the Employer's workload and staffing requirements.

Section G. *Leave for Other Family Responsibilities.* Annual leave or LWOP may be taken for such activities as teacher conferences, school assemblies, or functions related to the employment of a spouse, such as company picnics and receptions. Such leave shall be scheduled as far in advance as practical, and shall be subject to the Employer's workload and staffing requirements.

Article 28
Travel and Per Diem

Section A. The Employer agrees that any Employee who is required to attend a seminar, conference, meeting, or other event outside the local travel area shall be under that per diem rate commensurate with appropriate regulations. The Employer agrees that such travel shall be performed during work hours whenever possible. When attendance at meetings or other events or travel to these events is required during what would normally be non-work hours for the Employee, the sections of this Agreement, subject to applicable law and Government-wide rules and regulations, referring to overtime, compensatory time, and alternative work schedules, shall apply in determining any compensation due the Employee.

Section B. Local travel will be paid, in accordance with applicable law and Government-wide rules and regulations, to Employees using authorized conveyances when they are assigned to work or report to a duty station to which the Employee is not normally assigned or to attend a meeting, seminar, or other event in an official status.

Article 29
Employee Personnel Files

Section A. The Employer shall not place in an Employee's electronic Official Personnel Folder (eOPF) any material of any nature which may reflect adversely upon the Employee, without giving a copy of the material to the Employee.

Section B. An Employee shall be permitted to view their eOPF at any time through the electronic system. If an Employee cannot access their eOPF, copies of any document or other material in the file will be provided to the Employee by the Employer upon request.

Section C. Any information contained in the Employee's eOPF which the Employee believes to be inaccurate or incomplete shall be subject to amendment by written request of the Employee in accordance with the Privacy Act of 1974, as amended, (5 U.S.C. § 552a), 5 C.F.R. Part 297, and 16 C.F.R. Part 1014, or any law, rule or regulation regarding the amendment of records.

Section D. The security of eOPFs shall be maintained in accordance with law and Government-wide rules and regulations. An eOPF shall not be viewed except in accordance with law and Government-wide rules and regulations. When Employer officials outside EXRM have a need to review eOPFs in line with official duties, the record for each eOPF shall be annotated with the name of the official making the request and the date will be recorded by the OPF system.

Section E. Copies of the Employee's performance ratings of record and the performance plans on which the ratings are based and other performance related documents must be placed in the performance folder of eOPF

Section F. If there is a substantive change in the practices of EXRM for including material in eOPF, the Union will be notified of the change in a timely fashion.

Article 30

Merit Promotions

Section A. In administering merit promotions, the Parties will adhere to the provisions of this Article that are not in conflict with applicable law or Government-wide rules or regulations. Where a provision of the CPSC's merit promotion plan or practice is in conflict with any provisions of this Article, the provisions of this Article shall prevail with respect to Employees covered by this Agreement. The Parties mutually agree that all vacancies which are filled by promotion are to be filled on the basis of merit in accordance with applicable law and Government-wide rules and regulations.

The term "filled by promotion" in this section means selection of a candidate from among CPSC Employees and others from outside CPSC who apply for the position and who are paid in their present position at a lower rate of pay (excluding locality pay) than the rate of pay for the grade of the position to be filled. Neither this Article nor this Agreement precludes the Employer from hiring someone for a bargaining unit position in a non-competitive selection process in accordance with applicable law and Government-wide rules and regulations or through an action which an agency may except from competitive procedures under 5 C.F.R. § 335.103.

Section B. The Parties agree that the purpose of the provisions contained herein is to ensure that merit promotions are applied in a consistent manner to all Employees and without favoritism or illegal discrimination.

Section C. It is agreed that the Employer will endeavor to maximize use of the skills and abilities of Employees consistent with the workload requirements, merit principles, and law and Government-wide rules and regulations.

Section D. The Employer will permit the Union to review the merit promotion file for a bargaining unit position after selection has been made if the Union states a credible reason to believe that an impropriety in the selection process occurred.

The Union will provide the Employer with the names of the Union representatives who are responsible for such reviews, and the number and identity of the Union representatives will be negotiated by the Parties. Any changes to the list of designated representatives will be sent to the Employer in writing. The representatives designated to conduct the audit will not have been an applicant for the promotion being reviewed.

The designated official responsible for the promotion file will make the relevant records from the file available to the Union representative within 10 working days of the receipt of the review request, subject to the requirements of applicable law, including but not limited to, the Privacy Act or Government-wide rules or regulations. A representative shall treat the information contained in the file confidentially and disclosure will be limited to Union officials with a need to know. Any Union official given access to such information may be required to execute a separate confidentiality agreement. Improper disclosure of confidential information may subject the individual to disciplinary action or other sanctions available at law or Government-wide rules or regulations.

Article 31

Position Descriptions and Classification

Section A. The Employer will provide each Employee with a copy of his or her official position description (PD), which accurately reflects the major duties and responsibilities of that position, within 10 workdays of assignment to the position. Employees are encouraged to discuss with their supervisors any discrepancies between their position descriptions and their actual duties assigned. It shall be the responsibility of the Employer to make adjustments where appropriate. Employees may review their position description at any time in eOPF.

Section B. Employees who believe that their position descriptions are improperly classified are encouraged to first discuss the matter with their supervisor. If dissatisfied, the Employee may confer with the appropriate Human Resources representatives in an effort to informally resolve the matter. If the matter cannot be informally resolved, the Employee shall be furnished with information on their appeal rights and procedures as set forth in the applicable regulations. Employees may request assistance from the Union on classification appeals.

Section C. Classification reviews, desk/job audits and surveys shall be performed by qualified Human Resources staff or OPM representatives. The Employer will inform the Union of any changes in the grades of the positions that result from the audit or survey upon request of the President of the Union. Copies of classification determinations resulting from classification surveys of bargaining unit positions shall be furnished to the Union if so requested and release is authorized by law, including, but not limited to, the Privacy Act, or Government-wide rules or regulations.

Section D. The term “other duties as assigned” in position descriptions shall usually mean tasks related to the Employee's position description. However, this provision does not prevent or restrict the assignment of additional duties to an Employee by the Employer. In the event the Employee is assigned additional, continuing functions not covered by the Employee's position description, the Employer shall consider whether a new or amended position description will be issued. The Employee may request additional, substantive duties (i.e. per classification standards) to be added to the PD if they are maintained for 90 days or longer.

Section E. Upon request of an Employee or his or her representative, position classification standards for any position shall be made accessible for review. Reasonable requests for copies of standards shall be honored on an as needed basis.

Section F. When the Employer becomes aware that the work assigned to an Employee does not substantiate the Employee's present grade, the Employer shall make reasonable efforts to assign work that does fit the Employee's present grade. If such work is not reasonably available, appropriate action such as reassignment, reclassification, or reduction in force may be taken. The Employer will determine what action is appropriate to address the situation and will give reasonable consideration to action which minimizes adverse effects on the Employee. However, the Employer is not restricted in any way in its choice of the particular action it takes. The action taken by the Employer is subject to the negotiated grievance system or any appeal or complaint system authorized by law or Government-wide rules or regulations.

Section G. The Employer agrees that Employees in the unit will not be assigned to any task as a reprisal or punishment.

Article 32
Details, Promotions, Reassignments, & Vacancies

Section A. A detail is the temporary assignment of an Employee to a different position for a specified period with the Employee returning to his or her regular duties at the end of the detail. Details are intended only for meeting temporary needs of the Agency. Details shall not be used as a means of reprisal or punishment of an Employee because of his or her work performance, positions on internal Agency policies, or Union activities.

Section B. A reassignment means a change of an Employee from one position to another without promotion or demotion, while serving continuously within the same agency. When an Employee is reassigned to a position with a different performance plan, the Employee shall be provided with a copy of the new performance plan. The Employee must perform under the new performance plan for at least 90 calendar days before the Employee can be appraised.

Section C. The Employer shall notify the President of the Union of a detail or reassignment by means of the Employer's weekly staffing report, except when details do not exceed five consecutive workdays. The Employer shall notify the Employee of such details and reassignments in writing and shall confer with the Employee and explain the reason for the detail or reassignment. The Union has the right to attend these conferences if the Employee so requests.

Section D. The Employer may use details when services cannot be obtained by other reliable means, including where:

1. A temporary shortage of personnel exists;
2. There is a backlog in work or the volume of work suddenly increases and interrupts the workflow;
3. An Employee is on extended leave or LWOP;
4. Other special needs arise; or
5. Requested by an Employee.

Section E. Details of 60 or more calendar days shall be recorded on an SF-50. A copy of the SF-50, including a statement of the duties or a position description to which the Employee is detailed, shall be furnished to the Employee and a copy placed in the Employee's official personnel folder.

Section F. Details to higher graded positions that are scheduled to last, or that do last, for more than 120 days will be competed, except for positions identified in the Consumer Product Safety Act ("CPSA") at 15 U.S.C. § 2053(g)(1)(A), or their equivalent. The 120-day period shall be calculated in accordance with 5 C.F.R. § 335.103(c). Details to higher-level positions that are scheduled to last, or that do last, over 120 days will require a temporary promotion, if budget considerations so permit.

Section G. Successive details of more than 120 days to positions other than those identified in 15 U.S.C. § 2053(g)(1)(A), or their equivalent, shall be rotated equitably among those

Employees who have been determined by the Employer to be equally qualified to assume the responsibilities of the assignment, unless competitive procedures are used or other workload concerns make such rotation impractical in particular instances.

Section H. The Employer is responsible for controlling the duration of details and ensuring that details do not compromise the principles of the merit system.

Section I. *Reassignments.* Prior to the reassignment of five or more Employees to or from a single unit at one time, the Employer shall advise the Union and provide the Union with the opportunity to negotiate the impact and implementation of the change.

Section J. *Filling Vacancies in Bargaining Unit Positions.* The procedures used in identifying and ranking candidates may be proper subjects for formal complaints or grievances, but non-selection from among a group of properly ranked and certified candidates is not an appropriate basis for a formal complaint or grievance unless there is an allegation of discrimination within the meaning of the law. However, any Employee desiring information about his or her personal evaluation is entitled to the following information upon request:

1. Whether the Employee was considered for the position and, if so, whether the Employee was eligible on the basis of the minimum qualification requirements for the position;
2. Whether the Employee was referred and one of those in the group from which the selection was made;
3. Who was selected for the position.

In seeking this information, the Employee may be accompanied by a Union official.

Section K. All actions taken to fill bargaining unit positions will be advertised for application for interested Employees to apply under the Merit Promotion Plan, unless the Employer fills the position from another appropriate source, including, for example, positions that are to be filled non-competitively and, therefore, need not be advertised.

Section L. *Vacancy Announcements.* The minimum area of consideration for bargaining unit positions shall be the local commuting area. Announcements for bargaining unit positions will be open for a minimum of 10 calendar days on recruitments within the local commuting area and for such other minimum periods of time on other recruitments as set forth in agency policy.

Section M. Consistent with this Article, competitive procedures shall not apply to actions that an agency may except from competitive procedures under 5 C.F.R. Part 335, applicable law or Government-wide rules or regulations.

Section N. *Career Ladder Promotions.* A career ladder is a series of positions of levels of increasing difficulty in the same line of work through which an Employee may progress from the entrance level to the full performance level. Any Employee who is hired or promoted into a

position that is advertised at multiple levels (*e.g.*, GS-07/09/11) shall be considered to be on a career ladder. Incumbent Employees in career-ladder positions below the full performance level shall be given the opportunity, consistent with workload requirements, for grade-building experience and will be considered for promotion as set forth below.

Section O. The Employer recognizes the importance of providing grade-building experience to Employees in a career ladder that are performing satisfactorily so that they can demonstrate their capability to perform work at the next higher level. Such experience will be provided in a manner to encourage the development of Employee potential consistent with workload requirements.

Section P. The Employer will ensure that procedures for administration of career ladders will be consistent with published policy. Upon request from an Employee, the position description for the next higher graded position within the Employee's career ladder will be provided to the Employee. At each regular progress review, the Employee's supervisor will discuss with the Employee the requirements for promotion to the next higher grade level including the kinds and types of grade building experiences and/or training that are necessary to proceed to the next grade level. If the supervisor believes that the Employee is not yet meeting the criteria for promotion, the supervisor will advise the Employee of the areas where the Employee is not yet meeting the requirements for promotion.

Section Q. The Employer shall consider an Employee in a career-ladder position for promotion when:

1. The Employee is in a career-ladder position;
2. The Employee is performing at a fully successful level, has demonstrated the ability to perform satisfactorily at the next higher grade level, and has met the necessary time-in-grade requirements;
3. There is enough work in the unit at the next performance level for the Employee to be promoted; and
4. When Agency spending levels would not be adversely affected, as determined by the Chairman. This shall not be interpreted to require that all promotions be suspended during times of budgetary constraints that limit the number of available promotions.

Section R. When an Employee meets time-in-grade requirements, the Employer will make a decision to promote or not to promote:

1. If an Employee meets the promotion criteria in the career ladder for the next higher grade and all the criteria in Section Q have been satisfied, the Employer will effect the promotion as soon as practicable.

2. If the Employee has not demonstrated the ability to work at the next higher grade level and the Employer does not plan to promote the Employee, the Employer will give the Employee notice (verbally or in writing) explaining why the Employee is not being promoted. The notice will reflect the skills that must be demonstrated before promotion can be effected. The Employer's decision regarding whether the Employee is performing at the required level shall be based upon the position description and performance elements and standards of the Employee's current grade level and the next higher grade level. This notice will normally occur at the first Progress Review or Performance Appraisal meeting following the Employee becoming eligible for a career ladder promotion.
3. The oral or written notice can include what is necessary to be promoted, examples of grade building experiences, and an Individual Development Plan with the Employee's input and participation. Subsequent Progress Reviews will address the Employee's progress regarding a career ladder promotion as well as other performance related issues.
4. If the Employee has not demonstrated the expertise necessary to work at the next higher level after being at one grade for more than four years, the Employee may be taken out of his or her career ladder. At that time, the Employer will make every effort to retain the Employee in his or her current position. The Employer may reinstate the career ladder at a future date.

Section S. Upon request of the President of the Union, he or she shall be informed of all promotions (including temporary, merit, career ladder, and those resulting from reclassification) affecting bargaining unit Employees or positions.

Article 33
Within-Grade Step Increases

Section A. Employee within-grade increases shall be administered in accordance with applicable law and Government-wide rules and regulations including, but not limited to, 5 U.S.C. § 5335, 5 C.F.R. §§ 531.401 - 531.414, and 5 C.F.R. § 532.417.

Article 34 Reorganization

Section A. The Employer and the Union jointly recognize the desirability of maintaining employment stability. It is also recognized that occasions may arise where adjustments of the work force may be necessary through such means as reorganization or realignment.

Section B. A reorganization is defined as the planned elimination, addition, or redistribution of functions or duties in an organization.

Section C. A realignment is defined as the movement of an Employee and his or her position when:

1. A transfer of function or an organizational change occurs;
2. The Employee stays in the same agency; and
3. There is no change in the Employee's position, grade, or pay.

Section D. For each organizational unit affected, the Employer shall furnish the Union with a proposed reorganization plan showing the number of positions and grade levels, changes in the mission and function, and the complete table of reorganization showing lines of management authority, at least 15 working days prior to implementation of the reorganization.

Section E. When a reorganization causes a personnel action involving release of a competing employee from his or her competitive level by separation, furlough for more than 30 calendar days, demotion, or reassignment involving displacement of another Employee, reduction-in-force procedures shall be followed as required by OPM regulations.

Section F. After a reorganization is completed and when the Employer becomes aware that the work assigned to an Employee's position does not substantiate the Employee's present grade, the provisions of Article 31 (Position Description and Classification) shall apply.

Section G. When the Employer determines that it is necessary to detail Employees as part of the implementation or transition of a reorganization or realignment, Article 32 (Details, Promotions, Reassignments, & Vacancies) shall apply.

Section H. All Employees whose duties are different from those previously performed shall be provided reasonable time to familiarize themselves with their new duties following their reassignment to a new unit or position.

Article 35
Reduction In Force, Transfer of Function and Furlough

Section A. Any Reduction In Force (RIF) or Transfer of Function (TOF) will be carried out in accordance with applicable law and Government-wide rules and regulations and to the extent not inconsistent therewith, the provisions of this Agreement.

Section B. A RIF occurs when the Employer releases a competing Employee from his or her competitive level (i) by furlough for more than 30 days; or (ii) by separation, demotion, or reassignment requiring displacement; provided that the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, or the exercise of reemployment rights or restoration rights, or for other reasons set forth in applicable law or Government-wide rules or regulations.

Section C. A TOF (i) is the transfer of the performance of a continuing function from one competitive area to one or more other competitive areas that have not previously performed that function, or (ii) the movement of the competitive area in which the function is performed to another commuting area.

Section D. At the earliest practicable date, the Employer shall notify the Union in writing of a pending RIF or TOF and shall so notify the Union before informing Employees. The notice to the Union shall include the reasons for the RIF or TOF, the approximate number and types of positions affected, and the proposed date of the action. Prior to implementing a RIF or TOF, the Employer shall give the Union a reasonable opportunity to negotiate the impact and implementation of the planned action. The Parties will also negotiate the number and identity of Union representatives needed to monitor the RIF or TOF and what information will be exchanged.

Section E. To eliminate or minimize any adverse impact upon Employees in a RIF or TOF, the Employer shall give full consideration to alternative methods including, but not limited to, attrition, reassignment or special details which do not result in displacement. If a RIF or TOF is conducted, the Employer will provide the rights provided by law and Government-wide rules and regulations and give reasonable consideration to retaining career Employees. The Employer shall attempt to place affected Employees in vacant or new positions.

Section F. The Employer shall provide the following information to Employees in the affected competitive area to help them understand how they are affected by the RIF or TOF:

1. The extent of the competitive areas and specific reasons and plans for the RIF or TOF in accordance with applicable law and Government-wide rules and regulations;
2. Information on the regulations governing RIFs and TOFs, on the specific kinds of assistance provided for affected Employees, and on the procedures for obtaining such information; and

3. Assistance in registering with appropriate Federal placement sources.

Section G. The Employer shall provide a specific written notice to each Employee affected by the RIF or TOF at least 60 calendar days prior to the effective date. The specific notice shall include the following information, if it has not been previously provided:

1. The action to be taken;
2. The effective date of the action;
3. The Employee's service computation date and subgroup;
4. The Employee's competitive area and competitive level;
5. The Employee's annual performance ratings used for computing RIF service credit;
6. If applicable, the reasons why a lower-standing Employee in the same competitive level is being retained under permissive exceptions set forth in the OPM regulations, currently 5 C.F.R. §§ 351.607 and 351.608;
7. The Employee's appeal or grievance rights and the time limits for such actions;
8. Specific information on the reemployment priority list and the displaced employee program.

Section H. Employees receiving a RIF or TOF notice may review their own retention standing within their own competitive area.

Section I. *Furloughs.* At the earliest practicable date, the Employer shall notify the Union in writing of a possible pending furlough of Employees and shall so notify the Union before informing Employees. The Employer shall allow the Union reasonable time to negotiate the impact and implementation of a furlough unless the Employer deems that implementation is required before such negotiation can take place due to unforeseen contingencies. In such cases where implementation is required before negotiations can be completed, negotiations shall be initiated as soon as practicable after initiating the furlough, if requested by the Union. The Employer will make reasonable efforts to provide advance notice to Employees prior to their being furloughed. The requirement for advance notice may be diminished when CPSC operations are shut down due to a failure by Congress and the President to provide spending authority for the Agency.

Article 36
Incentive Awards

Section A. In accordance with 5 C.F.R. Part 451 and other applicable law and Government-wide rules and regulations, the Parties agree that it is of mutual benefit to encourage Employees to actively participate and contribute to the Agency's efficiency, effectiveness, and service to the public. The Employer agrees to promote and maintain an Incentive Awards Program subject to budget constraints and the Employer's allocation of funds, to motivate Employees and recognize their contributions to the Agency's operations and mission.

Section B. If the Employer revises its Incentives Awards Program, it will give the Union an opportunity to negotiate the impact and implementation of the modifications prior to its implementation.

Article 37

Performance Appraisal

Section A. The purpose of this Article is to provide a system for evaluating an Employee's performance based on objective criteria related to the Employee's position while enhancing the efficiency and effectiveness of Agency operations and motivating the Employee to perform his or her job effectively. The performance appraisal system will permit the accurate evaluation of job performance of Employees on the basis of objective criteria related to the Employees' jobs. The results of performance appraisals may be used as a basis for other human resources management actions, including: training, promotions, awards, reassignments, reductions-in-grade, retaining and removing Employees, disciplinary actions, and adverse actions.

Section B. When rating Employees or otherwise applying performance standards, the Employer shall consider factors which affect performance that are beyond the control of the Employee. Such factors include, but are not limited to, failure of needed equipment and unplanned assignment to other tasks or projects that detract from the ability to meet the standard for an element in the performance plan. An Employee will be held accountable only for those elements and standards for which the Employee is responsible.

Section C. All Employees will be evaluated on an annual basis under a performance evaluation system that includes performance standards and critical elements of performance that are significant in terms of title, series, and grade. Such standards and critical elements shall be directly related to the Employee's official position description.

Section D. Each performance plan shall accurately reflect the actual duties and responsibilities of an Employee's position. The Rating Official and the Employee together shall review and determine the main functions of a position (described in the position description). These identified functions and the organization's goals and objectives shall comprise the Critical Elements of the position. Generic Critical Elements and Performance Standards will only be used in the performance plan if they are appropriate to the position.

As outlined in agency policy, Employees who object to specific Critical Elements or Performance Standards when establishing their Performance Plan must try to resolve the disagreement through discussion with the Rating Official. If a resolution is not attained, the Employee may submit a written challenge of the specific elements and standards to the Reviewing Official. The challenge must be made in writing within 15 working days after the Employee and Rating Official have disagreed. The Reviewing Official will make a final determination, in writing, within 15 working days after receiving the Employees written challenge.

Section E. An Employee will be given a copy of his or her position description and performance plan at the beginning of each evaluation period if there have been changes from the last time such descriptions or plans were issued to the Employee. At that time, each Employee's Rating Official will meet with the Employee, if so requested, to discuss the performance plan and answer any questions or address concerns that the Employee may raise. Subsequent discussions between the Employee and the Employee's Rating Official or other appropriate

Employer official may be held during the evaluation period as needed or as required by the performance appraisal system.

Section F. Performance standards will be applied in a fair and equitable manner. Each Employee shall be given a copy of his or her final appraisal for the year.

Section G. A progress review is the formal mechanism--not a chance meeting or comment--by which the immediate Rating Official informs the Employee of problems and compliments regarding the Employee's performance prior to receiving an annual performance appraisal. The Rating Official shall give the Employee progress reviews as required by the performance management system directive during the performance appraisal period.

As part of any progress review in which the Employee's work performance is perceived as unacceptable by the Rating Official, the Rating Official shall inform the Employee of the specific alleged deficiencies, and give the Employee an opportunity to respond to the alleged deficiencies.

Section H. When an Employee is determined to be working at an unacceptable level in one or more critical elements, the provisions for addressing unacceptable performance pursuant to 5 C.F.R. Part 432, and agency policy. The Employee will be given an opportunity period of no less than 30 days and no more than 60 days to demonstrate acceptable performance. The Employer will provide the Employee with a written opportunity period document as set forth in agency policy. An Employee in an opportunity period shall be regularly apprised of their progress. This assessment shall be documented and a copy of the documentation given to the Employee. The assessment shall be made as frequently as necessary, but no less than at least once every three weeks. At the end of the opportunity period, if the Employer judges that the Employee's performance is still unacceptable and that action is necessary, the Employer will give the Employee, a written notice of the proposed action setting forth in detail the basis for the proposed action. The Employee shall have an opportunity to respond to the proposed action.

Section I. Notices of proposed action following an opportunity period are intended to give an Employee fair notice of why the action is being taken so that the Employee is able to respond to the Employer's allegations during the response period following the proposal.

Section J. Reasonable extensions of the opportunity period and the period for replying to a notice of proposed action may be granted for valid reason if requested in writing by an Employee or his or her designated representative. Valid reasons for extension include, but are not limited to:

1. The Employee requested reasonable time to prepare a response but his or her supervisor denied the request because of Agency work load;
2. Reasonable unavailability of the Employee's designated Union representative;
3. Illness and accident;

4. Death in the family; and
5. Jury duty.

Section K. Performance appraisals for Union representatives and officials will not be negatively affected due to reasonable time spent while performing official Union business on official time if such time was approved in accordance with applicable provisions of this Agreement.

Section L. Nothing in this Article limits the Agency's discretion to employ procedures established under 5 C.F.R. Chapter 75 to address unacceptable employee performance.

Article 38

Adverse and Disciplinary Actions and Appeals

Section A. Disciplinary actions are defined as written letters of reprimand given to an Employee. Adverse actions are defined as removals, reductions in pay or grade, suspension from duty without pay, and furloughs without pay for 30 days or less. It is the policy of the Employer to impose a reasonable penalty. Disciplinary actions and adverse actions will be taken in accordance with law and Government-wide rules and regulations, and CPSC issuances, provided such CPSC issuances are not in conflict with this Agreement.

Section B. Written reprimands and adverse actions will be kept in both hardcopy and electronic files pursuant to guidance from the Office of Personnel Management and in accordance with Government-wide rules and regulations. Letters of reprimand will be retained in the Official Personnel Folder for a period of two years from the date of issuance.

Section C. In the event a disciplinary or adverse action is imposed on an Employee, the Employee must be made aware of his or her grievance rights. The Employer shall provide the Employee with written notice of any proposed adverse action against the Employee or a copy of any written reprimand, as the case may be. In all cases, except those involving immediate concerns for the safety and well-being of persons or property, the Employee and/or representative shall be given the opportunity to review and respond to any evidence used to support the disciplinary or proposed adverse action. However, such opportunity to review and respond shall not stay, bar, or delay the Employer's taking disciplinary or adverse action unless opportunity to review and respond is required by applicable law or Government-wide rules or regulations before the action is taken.

Section D. The Employer will make reasonable efforts to explore with an Employee the source of any difficulty that adversely affects the Employee's work or conduct and suggest constructive ways to overcome such difficulty. At any meeting where such matters are discussed, the Employee, the appropriate Employer official, and the Union representative, if the Employee so desires, shall be present.

Section E. Disciplinary actions and adverse actions may be grieved through the negotiated grievance procedures as set forth in Article 39 of this Agreement. Alternatively, adverse actions may be contested through the statutory procedures referred to in Article 39.

Section F. The Parties agree that the objective of disciplinary actions and adverse actions is to promote the efficiency of the service. The penalty for an instance of misconduct will be tailored to the facts and circumstances. The parties agree that when taking disciplinary actions, a supervisor may utilize the concept of progressive discipline but is not required to do so. If the Employer feels that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the alleged offense was committed or made known to the Employer and after the Employer has had reasonable opportunity to investigate the situation, unless there is a legitimate management reason to delay investigating or taking action in regard to the allegations involved.

Section G. All documentary material relied upon to support a disciplinary or proposed adverse action will be available to the Employee or his or her representative at the time the disciplinary action or notice of the proposed adverse action is given to the Employee. Any documentary material which cannot be disclosed to the Employee will not be used in support of the action against the Employee.

Article 39
Grievance Procedure

Section A. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section B. A grievance is defined as any complaint:

1. By an Employee concerning any matter relating to his or her employment;
2. By the Union concerning any matter relating to the employment of any Employee;
or
3. By the Union, an Employee, or the Employer concerning:
 - (a) The effect or interpretation or a claim of breach of the collective bargaining agreement; or
 - (b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

Section C. The negotiated grievance procedures contained in this Article do not cover the following:

- a) Any claimed violation relating to prohibited political activities;
- b) Retirement, life insurance, or health insurance;
- c) A suspension or removal for national security reasons;
- d) Any examination, certification, or appointment;
- e) The classification of any position which does not result in the reduction of pay or grade of an Employee;
- f) Matters regarding non-bargaining unit positions;
- g) Separation or termination of an Employee serving a probationary or trial period; return of an Employee serving a supervisory or managerial probation to a non-supervisory or non-managerial position; termination of an Employee serving on a temporary or time-limited appointment; or termination of an Employee in the federal student employment program (e.g. Pathways Program); or temporary Employees and/or Employees serving a probationary or trial period;

- h) Determinations made by the Designated Agency Ethics Official including but not limited to decisions regarding outside activities, orders to divest;
- i) Overall annual performance rating, rating on an individual performance element, and a performance appraisal narrative;
- j) Details or reassignments with no loss to grade or pay;
- k) Non-selection for promotion from a group of properly ranked and certified candidates;
- l) Decisions whether or not to grant any award, incentive payment, and/or adopt suggestions;
- m) Decisions whether to grant or deny a request for a particular work schedule;
- n) Oral or written admonishments or cautions or written notice of leave requirements;
- o) A progress review, counseling session, oral caution/warning, or opportunity period document;
- p) Notices of proposed disciplinary or adverse action (Decisions are addressed in Article 38, Section E);
- q) Complaints concerning individual rights related to a reduction-in-force;
- r) Complaints concerning veteran's preference;
- s) Any specific matter raised in an on-going unfair labor practice charge;
- t) Matters over which an employee has filed a written complaint of discrimination through the formal EEO complaint process;
- u) The validity and amount of an overpayment debt owed to the government by an employee;
- v) Requests for waiver of overpayments which are subject to the provisions of 5 U.S.C. 5584; and
- w) All other matters made nongrievable by any provision of negotiated CPSC policies and procedures or matters excluded by government law, rule or regulation.

Section D. The negotiated procedure set forth in this Article shall be the exclusive procedure available to the Union and the Employees in the bargaining unit for resolving grievances, except

as provided in Section E of this Article. If an Employee pursues a grievance through the negotiated grievance procedure, representation must be provided by the Union unless the Employee chooses not to have representation. However, the Union will be given the opportunity to have a representative present during the grievance proceeding even if the Employee does not desire to be represented by the Union.

Section E. A complaint concerning: 1) actions defined in 5 U.S.C. § 4303 (reduction in grade or removal based upon unacceptable performance) and 5 U.S.C. § 7512 (suspension for more than fourteen (14) days, reduction in grade or pay, removal, or furlough for thirty (30) days or less for such cause as will promote the efficiency of the service) or 2) a prohibited personnel practice (other than those presented through the EEO complaint process) may be raised under only one of the following procedures: 1) by filing a grievance; 2) by filing a timely appeal with the U.S. Merit Systems Protection Board (MSPB) under the applicable regulatory procedure; or 3) by filing a formal complaint of discrimination under the applicable EEO process. An Employee's election of one of these procedures is irrevocable and precludes the Employee from subsequently electing either of the other procedures.

The selection of the negotiated grievance procedures contained in this Agreement to process a complaint of discrimination shall in no manner prejudice the right of an aggrieved Employee to request the Merit Systems Protection Board (MSPB) to review the final arbitration decision in the case of any personnel action that could have been appealed to the MSPB or where applicable to request the Equal Employment Opportunity Commission (EEOC) to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC. Appeals to the MSPB or the EEOC shall be filed pursuant to such regulations as the MSPB or the EEOC may prescribe.

For the purposes of this section and pursuant to 5 U.S.C. § 7121, an Employee shall be deemed to have exercised his or her option under this section only when the Employee files a timely appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first.

Section F. If a Party to whom a grievance is submitted declares a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the time limit for the written answer in Step 2 of the grievance procedure for grievances initiated by the Union or an Employee under sections B(1) and B(2) of this Article or in the Employer's decision on a grievance initiated by the Union or an Employee under section B(3) of this Article. The Union shall likewise raise grievability or arbitrability in its decision on a grievance initiated by the Employer under section B(3). Any dispute regarding grievability or arbitrability shall be, when referred to arbitration, the threshold issue in the related grievance.

Section G. Many grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily at the immediate supervisor level. The Employer and the Union agree that every effort will be made by the Employer to settle grievances at the lowest possible level. Because 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, loyalty or desirability to the organization. A reasonable amount of duty time during working hours will be allowed for Employees and official time for Union representatives to discuss, prepare for, and present grievances, including attendance at meetings with Employer officials. Nothing in this section is meant to preclude an Employee from discussing a work situation or problem with the Union, EXRM, or other Employer representatives in an attempt to resolve a dispute prior to filing a formal grievance.

Section H. The procedures set forth below will be used in processing grievances by an Employee or the Union under sections B(1) and B(2) of this Article. The "grievant" is the Party who first initiates action under Step 1 of this procedure, whether the Employee or the Union. The term "grievant" also refers to the Employer, the Employee, and the Union when the Employer, the Employee, or the Union files a grievance under Section B(3) of this Article, as provided in Section H.

Step 1. A grievance shall be initiated within 15 working days after the date of the action or occurrence complained of or the date the grievant knew or should have known of the action or occurrence; however, an Employee may file a grievance concerning a continuing practice or condition (within the meaning of applicable law and Government-wide rules and regulations) at any time on or prior to the 15th working day after the latest occurrence in the continuing practice or condition.

The grievance shall be filed, in writing, with the Agency's Labor Relations Officer who will refer the grievance to the supervisor at the lowest administrative level who can effect a remedy regarding the grievance or with the Employee's immediate supervisor. Notice of the referral shall be given promptly to the Union. The timeliness of filing the grievance shall be determined by the time the grievance is initially filed.

A grievance must be in writing and must include a clear and detailed statement of the grievance, the facts surrounding the grievance, and a statement of the relief sought. The written grievance should identify the Article or section of the Agreement or the paragraph and section of any law, rule, regulation, condition of employment, or practice alleged to have been violated.

A meeting shall be held with the grievant within 10 working days after the date of filing the grievance to discuss the facts and possible resolution. Any resolution agreed upon at Step 1 must have the written concurrence of the Agency's Labor Relations Officer in the Office of Human Resources Management (EXRM) before it is effective. Such concurrence will be sent to the grievant. If no resolution is agreed upon, the grievant will be provided a written notice to that effect no later than 10 working days from the date of the meeting. Any notice issued under this section shall specifically state the remedy granted or denied and the grievant's further rights under this procedure. The deciding official under Step 1 is the supervisor who can effect a remedy on the grievance.

Step 2. If any grievance remains unresolved as a result of the Step 1 proceedings, the grievant may, within 10 working days after the date of receipt of the notice under Step 1, advance the grievance to the next level of supervision of the organizational unit involved.

To so advance the grievance, the grievant shall present in writing to the appropriate Step 2 Deciding Official statement of the portion of the grievance still at issue and the relief being sought. A meeting with the grievant and the Step 2 Deciding Official will be held within 10 working days after the Step 2 filing, and a decision will be rendered within 10 working days after the meeting unless there is an agreed resolution or unless the alternative dispute resolution procedure is used. Any decision shall specify the remedy granted or denied and the grievant's further rights under this procedure.

If the grievance is not satisfactorily settled at Step 2, only the Union may refer the matter to arbitration.

Section I. Any grievance filed by the Union, an Employee, or the Employer under Section B(3) of this Article shall be filed within the time limit and under the criteria for Step 1 filing. Union and Employee grievances will be filed, in writing, with the Agency's Labor Relations Officer, EXRM. Representatives of the Employer and the Union and/or Employee shall meet within 10 working days after receipt of the grievance and attempt resolution. A written decision shall be rendered within 10 working days after the meeting and shall be signed by the Director, EXRM on behalf of the Employer on grievances presented by the Union or an Employee, and by Union President on behalf of the Union on grievances presented by the Employer. If a grievance by the Union or an Employee under this section is not resolved, the Union or the Employee may elevate the grievance within 10 working days after receipt of the written decision to the Chairman. The Chairman may designate another person to make a recommendation to him or her or to render a decision for CPSC. The parties' representatives shall meet within 10 working days to discuss the grievance, and a written decision on the matter will be rendered no more than 10 working days after that meeting.

Grievances filed by the Employer shall be initiated by the Director, EXRM with the Local President of the Union or a designee of the Union specified in writing. Within 10 working days of receipt of the grievance, the Local President or the designee shall meet with the Employer's representative to attempt resolution of the grievance. A decision on the matter will be rendered by the Local President or his or her designee not more than 10 working days after the meeting.

If the aggrieved party is not satisfied with the final decision rendered in grievances filed under this section, only the Union or the Employer may refer the matter to arbitration in accordance with Article 40 of this Agreement.

Section J. All time limits in this Article may be extended by mutual consent of the grievant and the deciding official or his or her representative. Failure of the grievant to observe the time limits set forth in this Article to file the grievance initially shall entitle the deciding official to deny the grievance.

If the grievant does not advance the grievance within the time limits set forth in this Article and does not request agreement to a delay from the deciding official within the specified time limit and obtain agreement to a delay before or after the applicable time limit, the deciding official may declare the grievance process at an end. In that event, the last decision on the

grievance, if any, will be the final action of the deciding official; and there will be no further decision or arbitration on the grievance.

If the deciding official does not issue a notice or a decision within the time limits set forth in this Article and does not request agreement to a delay from the grievant within the specified time limit and obtain agreement from the grievant either before or after the specified time limit, the grievant may advance the grievance to the next step of the grievance procedure or, when applicable, the Union or the Employer may invoke arbitration.

Section K. Multiple grievances over the same issue may be initiated either as individual grievances or as a single grievance at any time during the time limits set forth in Step 1. Such multiple grievances may be combined and decided as a single grievance at any stage where appropriate.

Section L. If an offer to attempt to resolve the grievance through an alternative dispute resolution program, as provided for in Article 41, is made and accepted, the clock will be stopped with regard to the time limits for processing a grievance on the issue. If mediation fails, processing of a grievance, if any, will be resumed at the point it reached when mediation began.

Article 40

Arbitration

Section A. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written notice of intent to arbitrate by either the Employer or the Union to the opposite party within 30 calendar days after issuance of the final decision, may be submitted to arbitration. An Employee may not invoke arbitration on his or her own behalf. The Union may invoke arbitration for grievances arising under Article 39.

Section B. No later than five working days after sending written notice to the opposite Party of its intent to arbitrate, the moving Party shall request the Federal Mediation and Conciliation Service or another mutually acceptable organization to provide a list of seven impartial persons qualified to act as arbitrators. The Parties shall confer within 10 working days after 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 seven and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. The Party to strike the first name will be determined by coin toss.

Section C. If either Party refuses to participate in the selection process, the other Party will make a selection of an arbitrator from the list.

Section D. If the Parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission; and the arbitrator shall determine the issue or issues to be heard.

Section E. Both Parties shall be entitled to call and cross-examine witnesses before the arbitrator. The arbitrator shall have the authority to rule on, among other things, objections raised by either Party that a particular witness' testimony should be disallowed as irrelevant, duplicative, or otherwise improper. The arbitrator shall also have authority to decide pre-hearing motions and disputes over discovery requests by the Parties, and authority to issue orders to produce witnesses for interviews and hearings and to produce documents and evidence requested by the opposing Party for discovery purposes and for hearings.

Not later than 10 working days before the hearing is due to start, the Parties shall exchange a list of witnesses each proposes to testify at the hearing. The list will summarize the substance of the testimony the proposed witness is expected to give. The Parties may also consider a pre-hearing conference, with or without the arbitrator, to stipulate relevant facts, outline intended offers of proof and authenticate proposed exhibits.

Each Party may conduct an interview of the opposing Party or witnesses. CPSC employees must respond to the Employer's requests for interviews, subject to the rights provided by law or applicable regulations or this Agreement. The Employer agrees to make agency Employees available to the Union to be interviewed under the same terms. Such interviews may be done before a court reporter or otherwise recorded. The Party that requests the interview is responsible for the cost of the reporter. Counsel or a representative of a Party may attend an interview requested by the opposing Party once the notice of intent to arbitrate has been sent to

the Employer or the Union. Copies of such interviews may be obtained by either Party upon making any required payment for same.

Section F. All witnesses necessary for fair representation at the arbitration will be excused from duty on official time if otherwise in a duty status. On sufficient advance notice from the Union, the Employer will rearrange necessary Employee witnesses' schedules and place them on duty during the arbitration hearing. Such schedule changes may be made without regard to contract provisions on Hours of Work under Article 19 of this Agreement.

Section G. A reasonable amount of preparation time for arbitration will be granted in accordance with the provisions of Article 9 of this Agreement.

Section H. The arbitrator's fee and all related costs of the arbitration, such as the cost of a reporting service, but excluding CPSC employee wages, will be borne by the Party against whom the arbitrator rules. In cases where neither Party substantially prevails over the other, the costs will be split equally between the Employer and the Union. Such determination will be made by the arbitrator. The arbitration hearing will be held, if possible, on the Employer's premises during the Agency's official hours. All participants in the hearing shall be in a pay status without charge to leave while participating in the arbitration hearing, except that overtime shall not be payable.

Section I. The arbitrator's award shall be binding on the Parties, except that either Party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section J. The arbitrator may hear arguments regarding both the arbitrability of the issues and the merits of the case at the same hearing. However, the Parties may mutually agree to separate hearings on the arbitrability of the issues and the merits of the case in instances such as highly complex cases that would involve several days of hearings. In addition, either Party may request that the arbitrator conduct separate hearings on the arbitrability of the issues and merits of the case, for example, to avoid wasting resources in preparing for a hearing on the merits if the arbitrator finds the issue not subject to arbitration.

Section K. A Party to this Agreement who, without justification, (i) refuses to present a question of arbitrability to the arbitrator or otherwise proceed to arbitrate a grievance, or (ii) unduly delays implementing the arbitrator's award will pay the total cost of the arbitration. However, upon a finding by appropriate authority that the refusing party did not have a duty to arbitrate the issue or implement the arbitrator's award, the other Party shall pay the costs of arbitration as set forth in Section H.

Section L. The arbitrator has full authority to award attorney fees in accordance with the Civil Service Reform Act.

Article 41

Alternative Dispute Resolution

Section A. An Alternative Dispute Resolution (ADR) Program shall be established for the purpose of resolving grievances and other workplace disputes in a non-adversarial manner that improves the working relationship among the parties, and to avoid more costly litigation. The primary form of ADR will be the use of neutral mediators. However, other forms of ADR may be used by the mutual consent of the parties.

Section B. The use of ADR will be encouraged in resolving grievances at the earliest stages possible, even before an official grievance is filed. However, ADR may be offered at any stage of a grievance. Mediation shall be offered to the Parties if arbitration is invoked.

Section C. The mediator shall be a neutral third party who will assist the parties in developing solutions and negotiating agreement between the parties. The mediator cannot make a decision for the parties. The objective of the mediator is to assist the parties to voluntarily reach a mutually acceptable resolution of issues in dispute.

Section D. Mediators that are used in the ADR program will:

1. Be external to the CPSC and not have any official, financial, or personal conflict of interest with respect to the issues in controversy, unless the interest is fully disclosed in writing to the parties and they agree that the neutral may serve.
2. Have successfully completed a minimum of 20 hours of basic mediation training; at least three co-mediations with a qualified mediator or five independent mediations and positive evaluation from a qualified trainer/evaluator before participating as mediators. The mediator(s) may be obtained from the local servicing area, the Federal Mediation and Conciliation Service (FMCS), another federal Government agency, an inter-agency neutral from the Department of Health and Human Services Appeal Board or from pools of neutrals available through Federal Executive Boards.

Section E. The Parties recognize that certain cases may not be suitable for resolution with mediation or other ADR techniques.

Section F. ADR costs will be absorbed by the CPSC except for the costs of the aggrieved's representative when he or she is not a CPSC employee.

Section G. The Parties may use established agency procedures for selecting the mediator and managing the ADR program established by this Article, provided those procedures are not inconsistent with any negotiated agreement with the Union.

Section H. Mediation is strictly voluntary on the part of the Employee and he or she may withdraw from mediation at any time before a settlement is signed.

Section I. Participation in mediation will “stop the clock” with regard to any time limits for processing a grievance on the issue while mediation is in process. If mediation fails, processing of a grievance, if any, will be resumed at the point it reached when mediation began.

Section J. Upon making the offer of mediation, the Employer shall provide the Employee, in writing, a description of the procedures that will be followed in the mediation process. The aggrieved person has 10 working days from receipt of the offer to participate in mediation to either accept or decline mediation in writing.

Section K. Whereas this ADR program is a Union-Management negotiated program, an Employee may be represented by the Union in the ADR process.

Section L. The use of ADR will not waive the requirement to initiate a grievance under the negotiated grievance procedure in a timely manner. However, if an aggrieved employee raises an issue that is otherwise untimely, the issue may be addressed in the ADR process to improve the workplace environment. Acceptance of the offer to use an ADR technique will extend the time limits in the negotiated grievance procedure if the initial contact is otherwise timely.

Article 42

Duration and Changes

Section A. Except as stated in Section B hereof, this Agreement, after ratification by the Union, shall remain in full force and effect for a period of three years from the date of its approval by the Chairman of the Consumer Product Safety Commission, or the Executive Director, or other designee of the Chairman acting under a delegation of authority; provided, however, that this Agreement shall terminate immediately if the Union is no longer entitled to exclusive recognition under the Civil Service Reform Act, as amended. Either Party wishing to negotiate a new agreement must so notify the other Party in writing not less than 60 calendar days and not more than 105 calendar days prior to the expiration date of this Agreement. Negotiations on a new agreement will begin within a reasonable time after notice is given. This Agreement shall remain in full force and effect during the renegotiation of said Agreement and until such time as a new agreement is approved.

Section B. If neither Party serves notice to renegotiate this Agreement pursuant to section A, the Agreement shall be automatically renewed for one year periods, subject to other provisions of this Article.

Section C. This Agreement shall be opened for amendment, if the Parties agree to a reopening, upon written request after receipt of any order, instruction, law, or regulation (other than a CPSC issuance) that substantially alters the discretionary authority of the Employer with regard to any item in the Agreement. Requests for such amendments must include a summary of the amendments proposed and make reference to the appropriate order, regulation, law, or instruction upon which the requests for amendments are based. The Parties shall meet within a reasonable time after receipt of the request to negotiate on such matters.

Section D. If changes in applicable law or Government-wide rules or regulations impose non-discretionary rights or obligations on either Party that significantly affect the provisions of this Agreement, then either Party may initiate negotiations on the affected provisions to align them with such laws. Any resulting amendments to this Agreement shall become effective on the earlier of the date of approval by the Parties or the date such non-discretionary right or obligation becomes effective as mandated by law or Government-wide rules or regulations.

Section E. Training sessions to brief Employees and supervisors on the contents of this Agreement will be conducted.

Section F. This Agreement shall be placed on the Agency's electronic network.

Section G. The Employer and the Union shall each maintain at least one original, signed, and dated copy of this Agreement.