

AGREEMENT

BETWEEN

NATIONAL ANIMAL DISEASE CENTER
UNITED STATES DEPARTMENT OF AGRICULTURE,
AGRICULTURAL RESEARCH SERVICE

AND

LOCAL NO. 2315
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFL-CIO
AMES, IOWA

2015

TABLE OF CONTENTS

| | | |
|------------|---|-----|
| Article 1 | PURPOSE OF AGREEMENT | 3 |
| Article 2 | GOVERNING LAWS AND REGULATIONS..... | 4 |
| Article 3 | RECOGNITION AND COVERAGE..... | 5 |
| Article 4 | MATTERS APPROPRIATE FOR NEGOTIATIONS | 6 |
| Article 5 | EMPLOYER/UNION COOPERATION..... | 7 |
| Article 6 | LABOR MANAGEMENT TRAINING..... | 8 |
| Article 7 | UNION RIGHTS AND RESPONSIBILITIES | 11 |
| Article 8 | EMPLOYEE RIGHTS..... | 13 |
| Article 9 | MANAGEMENT RIGHTS | 17 |
| Article 10 | USE OF FACILITIES AND SERVICES PROVIDED BY THE AGENCY | 19 |
| Article 11 | ALTERNATIVE DISPUTE RESOLUTION (ADR)..... | 21 |
| Article 12 | GRIEVANCE PROCESS | 23 |
| Article 13 | ARBITRATION | 29 |
| Article 14 | HOURS OF WORK AND OVERTIME | 32 |
| Article 15 | LEAVE | 38 |
| Article 16 | POSITION DESCRIPTIONS (PD) | 52 |
| Article 17 | DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS | 54 |
| Article 18 | INVESTIGATIONS | 57 |
| Article 19 | DISCIPLINE AND ADVERSE ACTIONS | 60 |
| Article 20 | SURVEILLANCE | 65 |
| Article 21 | PERFORMANCE MANAGEMENT | 66 |
| Article 22 | EMPLOYEE AWARDS AND RECOGNITION..... | 71 |
| Article 23 | BREAK ROOMS/BREAK AREAS..... | 72 |
| Article 24 | EMPLOYEE ASSISTANCE PROGRAM (EAP)..... | 73 |
| Article 25 | REQUIRED CLOTHING AND EQUIPMENT | 75 |
| Article 26 | SAFETY, HEALTH, AND WELLNESS..... | 76 |
| Article 27 | TRAINING | 86 |
| Article 28 | MERIT PROMOTION | 88 |
| Article 29 | OFFICIAL RECORDS | 96 |
| Article 30 | DUES WITHHOLDING | 98 |
| Article 31 | OFFICIAL TIME..... | 101 |
| Article 32 | CONTRACTING OUT..... | 103 |
| Article 33 | REDUCTIONS IN FORCE..... | 105 |
| Article 34 | MID-TERM BARGAINING..... | 113 |
| Article 35 | DURATION OF AGREEMENT..... | 115 |

Article 1
PURPOSE OF THE AGREEMENT

Section 1 – Purpose

A. It is the intent and purpose of the parties to set forth a Basic Collective Bargaining Agreement (CBA) which promotes the ethical and merit principles and a common understanding of expectations, personnel policies, procedures, practices and other conditions of employment. The resulting Agreement provides a means for further discussion or adjustment of these matters which facilitates the efficiency of the Government by providing methods for and encourages the amicable, informal /formal and expedient settlement of disputes and grievances involving conditions of employment.

B. The Parties agree to support, by their actions, all efforts to improve performance and processes, improve the efficient operations of the Government and to promote good will and collaborative relations among the Employer, employees, and the Union.

C. Some of the key purposes of this agreement include, but not limited to:

1. Promoting fair and equitable working conditions.
2. Promoting efforts designed to aid the Agency and employees in achieving acknowledged and recognized objectives.
3. Promoting cooperation, morale, responsibility and accountability at the workplace.
4. Promptly addressing/adjusting differences between the Parties related to matters covered by this CBA.
5. Providing a safe and healthful work environment.

Article 2
GOVERNING LAWS AND REGULATIONS

Section 1 - Relationship to Laws and Regulations

A. In the administration of all matters covered by this Agreement, officials and employees shall be governed by applicable Federal laws, government-wide rules, and regulations in existence at the time this agreement is signed. The Parties recognize that these may be subsequently modified.

B. Changes in government-wide rules, regulation, law or directive, may be subject to negotiations in accordance with 5 USC, Chapter 71.

C. Where any Agency regulations conflicts with this Agreement and/or Supplemental Memorandum of Understandings, the Agreement shall govern.

Article 3
RECOGNITION AND COVERAGE

Section 1 – Definition of Bargaining Unit

The Bargaining Unit will be designated to include: All employees of the National Animal Disease Center (NADC) except:

All management officials, supervisors, professionals, and employees described in 5 USC, 7112 (b).

Section 2 - AFGE Exclusive Recognition

A. As the sole and exclusive representative, the Union is entitled to act for, speak for, and to negotiate agreements covering all employees in the Bargaining Unit. The Union is responsible for representing the interests of all employees in the Bargaining Unit regardless of their status as dues paying members.

B. Due to the Union's exclusive recognition, the Agency will not deal directly with Bargaining Unit employees on matters such as working conditions, personnel policy or practices, or by engaging in formal discussions without Union notification. This does not include work assignments or performance discussions.

Section 3 – Changes in the Bargaining Unit

A. Contraction or expansion of the Unit may only be accomplished in accordance with exiting statutory protocols identified in Title 5 of the United States Code.

B. When a position is going to be removed from the bargaining unit (BU), the Agency will provide notice to the Union thirty (30) calendar days prior to the effective date. The FLRA will determine whether the removal of any position from the Bargaining Unit (BU) is appropriate. A clarification of unit petition will be filed with the FLRA in order for this determination to be made, and the position will remain in the BU while the petition is being resolved.

Article 4
MATTERS APPROPRIATE FOR NEGOTIATIONS

Section 1 - General

The Parties agree that matters appropriate for negotiations are outlined in the statute at 5 USC, Chapter 71.

Section 2 – Nonnegotiable Items

If the Agency declares an item nonnegotiable, it will provide the Union with a brief written description of why such a determination was made. If the Union disagrees with the Agency's written determination of non-negotiability, it may seek further consideration in accordance with 5 USC, Chapter 7117.

Section 3 – Written Notice, Extensions, Implementation

A. The Parties recognize the importance of efficiency of operations to meet the changing needs of the Agency and the American public that we serve. To this end, the Parties agree that when the Agency provides written notice to the designated Union Official(s) of a proposed change(s) in personnel policies, practices and working conditions of more than a de minimis nature, it will include readily available documentation/information supporting the reason for the change. Should the Union elect to negotiate, the Union will respond with written negotiable proposals within 10 business (Monday-Friday, excluding weekends and Holidays) days of receipt of the Agency's notification/proposal. Union proposals must be within the realm of the changes being proffered. Union proposals will be submitted to the identified Agency Official, with a copy to the designated Labor Relations Officer, or their designee. If the Union elects not to respond, or if written proposals are not submitted within the time limit, the Agency will have no obligation to bargain on the matter and may implement the change(s).

B. Extensions may be granted by mutual agreement provided there is no adverse impact on the Agency for granting the delay.

C. Changes will not normally be implemented until all bargaining obligations are met. If extenuating circumstances occur, the Agency will notify the Union of the situation as soon as is practicable, and the Parties may agree to post-implementation bargaining on changes in working conditions.

Article 5
EMPLOYER/UNION COOPERATION

Section 1 - Purpose

Labor-management cooperation is premised on open communication between Union and Agency officials. Therefore, the Parties agree to work in the spirit of cooperation, mutual respect, open communication, good faith, trust and efficiency to resolve problems as early as possible and at the lowest level organizationally possible prior to seeking third party intervention.

Section 2 – Information Sharing

Information either party possesses on items subject to bargaining, grievances or other matters of similar interest will be shared equally. In the interest of fairness, the parties recognize the reciprocal need to share information to facilitate prompt resolution of issues that may arise in the course of day to day interactions on a host of issues. Just as Agency held information may be made available to the Union through a data request filed under 5 USC, 7114, the Union must provide information it possesses in a similar fashion upon request of the Agency following the same protocols outlined in the statute above.

Section 3 – Labor Management Meetings

A. By mutual consent, the Parties may continue monthly Labor Management meetings. The frequency of meetings may be adjusted by mutual agreement.

B. The Parties agree to work jointly to periodically review and update the Labor Management Charter.

Section 4 – Bargaining Unit Member Information

The Employer will furnish the Union a list of employees' names, position titles, grades and organizational units of all bargaining unit employees on a quarterly basis.

Article 6
LABOR MANAGEMENT TRAINING

Section 1 - Union Sponsored or Requested Labor-Management Relations (LMR) Training

A. Union representatives will be allowed official time to attend training sessions that are of mutual benefit to the Union and the Agency. Training sponsored by the Union or by another labor organization, subject to prior Agency approval, and designed primarily to advise representatives on matters within the scope of Civil Service Reform Act and Title 5, Chapter 71, or to instruct in the understanding, maintenance, and implementation of this Agreement. Total hours allowed each year of this Agreement will not exceed one hundred sixty (160) hours including travel time.

B. Training requests will be subject to the same processes and internal policies that are required of Agency sponsored training for all employees.

C. To the extent consistent with staffing needs and accomplishment of the mission, the Agency will make shift and work-assignment adjustments for Union representatives so they may attend labor relations training during their duty hours without imposing personal hardship upon other employees. Adequate notice will be required to minimize personal hardship for other employees that may be impacted by the request for training.

Section 2 - Joint Labor-Management Training

A. The Agency and the Union will conduct a joint LMR training program. Generally, training will be facilitated with equal representation from the Union and the Agency. Decisions regarding content and frequency will be made by consensus consistent with interest-based bargaining principles.

B. Attendance at LMR training will be recorded in the employee's individual training record. Joint training sessions will be publicized so employees are aware and can attend.

C. Trainers appointed by the Union will be on official time. Attendees at joint labor management training will be on duty time.

D. LMR training will normally be presented jointly unless training is conducted by a mutually agreed upon third-party.

E. The Agency will provide facilities for the joint training program.

Article 7
UNION RIGHTS AND RESPONSIBILITIES

Section 1 - Introduction

The parties recognize that a relationship between the Union and the Agency as full partners is essential for an organization that works more efficiently and effectively and better serves customer needs, employees, Union representatives, and management.

Section 2 - Union Rights

- A. 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 USC, Chapter 71, this Agreement, and the concept of a cooperative working relationship.
- B. Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.
- C. The Agency supports and will follow statutory and contractual prohibitions against restraint, coercion, discrimination, or interference with any Union representative or employee in the exercise of his/her rights.

Section 3 - Union Representatives

- A. The Union will designate its own representatives. The Union will provide annual notice, by January 15, to management with a current list of designated Union officials. The notification will list the following: the names, titles, and work telephone numbers of all Union officials, including the room/location of the union office and representatives. The Union will provide notification to management within fifteen (15) business days of changes in Union officials and/or representatives. Management agrees to electronically disseminate the list to all bargaining unit employees within thirty (30) days after its receipt. Further, management agrees to provide all new hires with a copy of the list during new employee orientation.
- B. Union representatives will receive official time for the performance of representational duties in accordance with Article 31, Official Time.

Section 4 - Formal Discussions

- A. Pursuant to 5 USC, 7114 (a) (2) (A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, routine performance discussions, or work methods and assignments.

B. The representative designated by the Union and the Union president will be given no less than a twenty-four (24) hour advance notice of any formal discussion that is to be held. This advance notice will be given unless management has been prevented from doing so due to an emergency. In situations involving a meeting with a large group of bargaining unit employees, management will provide notice at a minimum of two (2) business days or as soon as practicable.

C. The Union representative will be permitted to ask relevant questions, and to present a brief statement before the end of the meeting outlining the Union's position concerning the issues presented by management, and to have full participatory rights during the meeting to the extent accorded to other employees. This forum is not intended for discussion of personal or individual circumstances/scenarios in group settings. The Union representative is not merely acting as an observer.

Section 5 - Investigatory Examinations

A. As provided in 5 USC, 7114 (a) (2) (B) and Section 7 of Article 19, Disciplinary and Adverse Actions, the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if:

1. The employee reasonably believes that the examination may result in disciplinary action against the employees; and
2. The employee requests representation.

B. The Union will determine which representative will be assigned to any particular investigatory examination.

C. The Union representative will be given no less than twenty-four (24) hour notification of such meetings unless precluded by a situation that is urgent in nature. Once the employee requests representation, no further questioning will take place until the representative arrives. If the representative is not available due to work schedules or other representational business, the examination will be postponed and rescheduled by mutual agreement.

D. The Union representative will have the opportunity to request the subject of the meeting as well as an opportunity meet with the employee prior to the examination.

Section 6 - Notification of Changes in Conditions of Employment

The Agency shall provide reasonable advance notice to the appropriate Union official(s) prior to changing conditions of employment of bargaining unit employees. The Agency agrees to forward, along with the notice, a copy of any and all information/material relied upon to propose the change(s) in conditions of employment. All notifications shall be in writing to the appropriate Union official, with sufficient information to the Union for the purpose of exercising its full rights to bargain.

Section 7 - Information

The Agency agrees to provide the Union, upon request, with information that is normally maintained, reasonably available, and necessary for the Union to effectively fulfill its representational functions and responsibilities. This information will be provided to the Union within a reasonable time and at no cost to the Union.

Section 8 - New Employee Orientation

A. The Union will be given up to thirty (30) minutes to make a presentation and answer questions during each new employee orientation session at a mutually agreed time. The Union will be provided the same respect and dignity as other presenters and will not be subjected to intimidation or censure. Management will provide the Union with notice of the date, time, and place of the orientation. The Union official making the presentation will be allowed official time to make the presentation. It is the responsibility of the Union Official to provide their supervisor with notice prior to the event so that workload needs may be adjusted accordingly.

B. Management will provide to new bargaining unit employees, along with documents provided by the Agency, package of Union material (a copy of the current collective bargaining agreement, and a list of AFGE Local 2315 Officers and/or representatives) provided by the Union. It is understood that the Union will maintain an adequate supply of Union material for distribution by the Agency.

C. Management will introduce the Union representative during the orientation session. The Agency will notify the employees that they are under no obligation to attend the Union discussion.

D. The Union will have the right to discuss the benefits of being a Union member and its internal structure. The Union will not use this time to solicit new members, nor to discuss internal Union business, nor to malign, disparage the Agency, its management or its employees, nor slander or libel a government official.

E. The Union will be given access to conference rooms and auditoriums for meetings requiring the size and space necessary for Union meetings and membership drives, before or after duty hours or during lunch periods if such space is not already committed. The Union will follow the same reservation process and use procedures as all other users. See provisions outlined in Article 10, Agency Provided Space, Equipment, etc.

Section 9 - E-Mail

A. The Union may communicate with Agency/management officials, bargaining unit employees, neutral third parties, or members of the public via the Agency's e-mail system to conduct Union business. The Union will comply with all security measures enforced on other users.

B. The Union may send messages to more than one recipient at a time in accordance with USDA Department/ARS policies.

C. The Union will be judicious in the use of attachments to e-mail messages and follow any applicable USDA Department/ARS policies.

D. The Union will have access to the electronic global directory. In the event an employee is not found on the electronic global directory, management will provide such information upon request.

E. The Agency will not alter or censor the content of any direct communications between the Union and employees. However, Agency facilities will not be available for posting or distribution of libelous or defamatory material directed at Agency or Union officials or programs.

Section 10 - Surveys and Questionnaires

A. The Agency will not communicate directly with bargaining unit employees through verbal or written surveys and questionnaires regarding conditions of employment without prior notification to the Union and bargaining where appropriate. Nothing in this section precludes the Union from the right to bargain over conditions of employment under the 5 USC, Chapter 7106.

B. Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

C. The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the Agency, the results will be shared with the Union.

Section 12 - Bulletin Boards

At each facility, the Union will be provided space on bulletin boards in areas normally used for communicating to employees. Numbers and location of bulletin boards will be determined jointly between labor and management in accordance policies.

Section 13 - Distribution of Informational Material

A. Management will provide space for the purpose of distribution of Union material. The space will be in prominent locations as agreed upon.

B. The distribution of literature will be permitted provided it is done during non-duty hours of the distributor and does not interfere with the mission of the facility.

Article 8 EMPLOYEE RIGHTS

Section 1 - General

A. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their political affiliation, Union activity, race, color, religion, national origin, gender, sexual orientation, marital status, age, or non-disqualifying handicapping conditions. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that Management will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

B. Instructions will be given in a reasonable, respectful, and constructive manner. Such guidance will be provided in an atmosphere that will avoid public embarrassment or ridicule. If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within Management's control.

C. No disciplinary or adverse action will be taken against an employee upon an ill-founded basis such as unsubstantiated rumors or gossip.

D. No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal nor be used as an example to threaten other employees. An employee who exercises any statutory or contractual right shall not be subjected to reprisal or retaliation, and shall be treated fairly and equitably.

Section 2 - Rights to Union Membership

Under 5 USC, 7102, each employee shall have the right to form and join a Union; to act as a designated Union representative, and to assist the Union without fear of penalty or reprisal. This right shall extend to participation in all Union activities including service as officers and stewards.

Except as otherwise provided, such employee rights include the right to:

1. act for the Union in the capacity of a representative and the right in that capacity to present the views of the Union to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities.
2. engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

3. be represented by an attorney or other representative other than the Union, of the employee's own choosing, in any appeal action not covered under the negotiated grievance procedure. The employee may exercise grievance or appellate rights, which are established by law, rule, or regulation.

Section 3 - Employee Rights During Investigations

An employee has the right (commonly known as the Weingarten right) to be represented by the Union during any examination of the employee by a representative of the agency in connection with an investigation if he or she reasonably believes that the examination may result in disciplinary action against him or her and he or she requests representation.

Section 4 - Rights to Union Representation

Management recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time, consistent with Article 8. If the employee and the local representative cannot be released immediately, the employee will be released for a mutually agreed time frame between the parties. If such release is not made, appropriate relief from time frames will be afforded. The Agency agrees to annually inform all employees of the right to Union representation under 5 USC, 7114 (a) (2) (B) by appropriate means.

Section 5 - Use of Recording Devices

No electronic recording of any conversation, between a bargaining unit employee and Agency official may be made without mutual consent except for investigations by the Office of Inspector General or other law enforcement. When a recording is made with mutual consent, the employee will be given the opportunity to review the transcript for accuracy and will be provided with a copy of the recording and transcript if one is made. Information obtained in conflict with this Section will not be used as evidence against any employee.

Section 6 - First Amendment Rights

Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

Section 7 - Access to Documentation

A. Employees have a right to be made aware of and receive copies of any information specific to them personally maintained under their name and/or social security number. The Agency agrees that the official record of the employee is the eOPF.

B. Employees have a right to access information pertaining to conditions of employment such as laws, rules and regulations published by the Office of Personnel Management, the U.S. Department of Agriculture, etc. These publications or policies are available for employees to review on the Employer's and other government agencies' websites.

Section 8 - Personal Rights

A. Employees have the right to engage in outside activities and employment of their own choosing and otherwise conduct their private lives as they see fit in accordance with 5 CFR 2635 and 5 CFR, 735 and 5 CFR. 8301.

B. It is understood that if an employee engages in outside employment it should not impair their ability to perform his or her job.

C. Without prior approval, an employee may participate in the activities, not prohibited by law or government-wide regulation, of national or state political parties and may participate in the affairs of or accept an award for a meritorious public contribution or achievement given by a charitable, religious, professional, social, fraternal, and non-profit educational and recreational, public service, or civic organization.

D. An employee shall not: accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest.

Section 9 - Dignity and Self Respect In Working Conditions

Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment which promote and sustain human dignity and self-respect.

Section 10 - Employee Right to Privacy

A. Searches and seizures by the Agency of the private property of its employees are subject to Constitutional constraints. It should be understood that employee's person and personal items owned by the employee, such as pocketbooks, briefcases, or other like materials, are not subject to search without reasonable suspicion that criminal activity is involved.

B. Employees may store personal papers and effects in their offices, desks, file cabinets, lockers, and government vehicles. However, a search or seizure of such items without a warrant may be justified if the Agency has reasonable grounds for suspecting that the search will produce evidence that the employee is guilty of work-related misconduct, or that the search is necessary for a non-investigative work-related purpose, such as insuring the internal security of the Agency. Security concerns may necessitate searches of Agency space or employees, subject to Constitutional constraints.

C. If a search is to be conducted, the primary investigator and an independent party will be present for the search. The employee may or may not be notified prior to the search depending on the circumstances necessitating the search.

D. As an exception, if searches are used when individuals enter a facility, then such search methods must be conducted consistently for all individuals.

Section 11 - Whistle-Blower Protection

Consistent with the Whistleblower Protection Act, currently codified at 5 USC, 2302 (B) (8), employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law or Executive Order which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or danger to public or employee health or safety.

Section 12 - Unlawful Orders

An employee has the right to refuse orders that would require the employee to violate an applicable law or cause imminent danger. The employee will promptly bring his/her specific concerns to the supervisor or appropriate Agency official. The Agency official will consider the employee's concern and promptly notify the employee whether the order is lawful or unlawful. This refusal to obey an unlawful order or one that could cause imminent danger will not subject the employee to disciplinary or adverse action.

Section 13 - Improper Orders

An employee has the right to question an improper order that would direct him/her to act outside the scope of practice, privileges, competencies, or qualifications. The employee will promptly bring his/her concern about the improper order to an appropriate supervisor. The supervisor will promptly apprise the employee whether the order was proper or improper. A refusal to obey an improper order will not subject the employee to disciplinary or adverse action or major adverse action.

Section 14 - Conflicting Orders

When employees receive conflicting orders, the employee will bring the conflict to the attention of the supervisor who gave the last order or another appropriate supervisor. The employee will be given a clarified order. The employee will not be subject to disciplinary, major adverse actions for the following the clarified order.

Section of 15 - Copies of Agreement

The Department will provide to each employee on duty as of the date of this Agreement and to all unit employees entering on duty after that date at no cost, electronic copies of this Agreement. The employee will be able to print a copy of the collective bargaining agreement using Agency equipment. This Agreement will be made available on the Agency's computer system.

Article 9
MANAGEMENT RIGHTS

Section 1- Rights and Obligations of the Employer

A. This article shall be administered in accordance with 5 USC, Chapter 71, appropriate government-wide rules, and the terms of this agreement. Management officials of the agency retain the following rights outlined in 5 USC, 7106, Management Rights; these include, but are not limited to the following:

- (A) (1) determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
 - (2) in accordance with applicable laws;
 - (a) hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or to 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 the agency operations shall be conducted;
 - (c) with respect to filling positions, to make selections for appointments from:
 - (i) among properly ranked and certified candidates for promotion; and
 - (ii) any other appropriate source; and
 - (d) take whatever actions may be necessary to carry out the agency mission during emergencies.
- (B) Nothing in this section shall preclude any agency and any labor organization from negotiating :
 - (1) At the election of the agency to negotiate on the numbers, types, grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;
 - (2) procedures which management officials of the agency will observe in exercising any authority under this section; or
 - (3) appropriate arrangements for employees adversely effected by the exercise of any authority under this section by such management officials.

B. In accordance with Article 11 titled “Matters Appropriate for Negotiations.” the Agency retains the right to implement changes after bargaining obligations have been met, or impasse has been reached.

C. Management officials and supervisors retain the right to meet with unit employees and without the presence of a union representative concerning any matter not covered by 5 USC, 7114 (a) (2).

Article 10
USE OF FACILITIES AND SERVICES PROVIDED BY THE AGENCY

Section 1 - General

A. Management recognizes the importance and value of the Union's mission and purpose. Accordingly, Management agrees to furnish office space to the Union appropriate for carrying out its representational duties in locations easily accessible to employees within the facility provided it does not conflict with official functions and activities occurring between Monday through Friday during the hours of 8:00 a.m. and 4:30 p.m.

B. Additionally, the Union recognizes the Agency costs associated with providing this equipment and the Union's responsibility for proper care and safeguarding of facilities and equipment provided.

Section 2 – Location and Equipment

A. Union Office space will be provided in the CLF Room 1238. The Union is responsible for ensuring accessibility to its space during normal cleaning and maintenance schedules. However, the Agency retains the right to access the room for internal security purposes and other essential functions.

B. The Agency will provide the following office equipment: one desk, one desk chair, two locking file cabinets, a bookshelf, a free standing table, and 4 chairs to match the current facility design and style configurations.

C. The Agency will provide a computer, office phone, printer, fax, scanner /copier for the office.

D. Telephones issued to Union Officers as a function of their positions of record, will be available for representative work in accordance with the Agency "Limited Personal Use Policy" for government electronic equipment.

E. This will serve as the complete list of all items to be furnished the Union by USDA during the length of the Collective Bargaining Agreement.

Section 3 – Standards

A. The Parties understand that the equipment provided will be subject to all Agency required computer and electronic security, maintenance, updating, and safeguarding measures.

B. The Parties agree that the Union Officers will follow the Agency's "Limited Personal Use" policy for the use of all Agency provided electronic equipment and the Union may be responsible for payment of excessive fees incurred for the use of such equipment.

C. The Union retains the right to purchase and use equipment it deems necessary that is not provided in this Article. It is the Union's responsibility to assure that such equipment is properly identified as non-Agency equipment (personal property), and to follow existing Agency rules or directives for the introduction and use of personal property at the facility. (This includes rules regarding the introduction of, or attachment to, any Agency electronic equipment and includes computer program downloads or other software applications).

D. Agency provided items provided will be replaced in accordance with the Agency's existing replacement schedule, contingent upon funding and other resource constraints.

E. The Union must make a written request using National Centers for Animal Health (NCAH) Event Request form for use of NCAH facilities to conduct labor relations training sponsored by the Union that is approved by the Agency, on the NCAH Campus. Requests should include date, time, purpose, space and equipment requirements, and the duration of need for the facility. The Agency will provide a response to the request in writing to the Local Union President.

Article 11
ALTERNATIVE DISPUTE RESOLUTION (ADR)

Section 1 – Purpose and Commitment

A. The Parties acknowledge that ADR is a problem solving tool available for addressing workplace issues that may arise in the normal course of business.

B. The Agency and the Union are committed to the use of ADR problem solving methods to foster a good labor management relationship. The Union and Agency at all levels should be committed to the use of ADR problem solving methods as a priority to resolve disputed matters.

Section 2 – Definitions and Intentions

A. ADR is an informal process which seeks early resolution of employee(s), labor, and management disputes/concerns.

B. ADR should be effective, timely, and efficient. It should focus on conflict resolution and problem solving and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary.

Section 3 – Rights and Responsibilities

A. The parties have the responsibility of informing employees and management officials of the ADR option to resolve disputes. ADR should be undertaken in good faith to resolve disputes/concerns.

B. Employees are encouraged to seek information on the ADR process by contacting management's local designated point of contact or local Union Officials.

Both parties will:

1. Respond to questions about the ADR process; and
2. Provide information to employees on the ADR process.

C. Employees may utilize the ADR process to resolve individual conflict(s)/concern(s). The Union and the Agency will encourage the use of ADR to resolve matters that are not of an egregious nature.

D. The Union and Management have the right to participate in all stages of the ADR process.

E. ADR resolutions are not precedent setting unless agreed to by the parties. Resolutions under the ADR process cannot conflict with or supersede agreements between the parties.

Section 4 Process and Implementation

- A. The ADR process should start with written objectives between the parties as well as a commitment from all parties to resolve disputes in a non-adversarial manner.
- B. If the participants agree to reduce the resolution reached to writing, the terms of the resolution should be clearly articulated in the agreement and signed to be effective.
- C. ADR methods may include but are not limited to mediation, interest based problem solving, conciliation, facilitation, or the use of other readily available resources or tools.
- D. ADR methods may be used prior to or during a grievance/arbitration or statutory appeal by mutual agreement and in accordance with the Grievance Article. In the use of ADR processes, contractual time frames may be stayed by mutual agreement. Statutory time frames cannot be stayed.

Article 12
GRIEVANCE PROCESS

Section 1 – Purpose

The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Agency.

Section 2 – Coverage and Scope

A. A grievance means any complaint:

1. by an employee(s) concerning any matter relating to employment of the employee;
2. by the Union concerning any matter relating to the employment of any employee;
or
3. by any employee(s), the Union or the Agency concerning:
 - a. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - b. any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

B. Grievances on the following matters are excluded from the scope of this procedure:

1. any claimed violation of subchapter III of chapter 73 of Title 5, USC relating to prohibited political activities;
2. retirement, life insurance or health insurance;
3. a suspension or removal under 5 USC, 7532 relating to national security;
4. any examination, certification selection or appointment; or
5. the classification of any position which does not result in the reduction in grade or pay of an employee;
6. separation of employees during their probationary period.

C. Adverse Actions appealed to Merit System Protection Board (MSPB)

Section 3 – Exclusivity

A. Grievances may be initiated by employee(s) covered by this Agreement and/or their Union representative or by the Agency. Representation of bargaining unit employees shall be the sole and exclusive province of the Union.

B. Except as provided by law, this is the exclusive procedure available to bargaining unit employees, the Union or the Agency for the resolution of grievances within its scope.

Section 4 – Representation

A. Prior to filing a grievance, an employee may elect to be self-represented or represented by the Union. When an employee elects to be represented by the Union, the Union President or designee will appoint that representative.

B. In accordance with 5 USC, Chapter 71, the Union has the right to be present during any proceeding under the negotiated grievance procedure. The Agency will provide the Union reasonable advance notice of any grievance meeting/discussion when the Union is not the designated representative

C. If the Union is not the designated representative, a copy of the grievance will be provided to the Union within 5 business days of the filing date. A copy of each grievance decision will be timely provided to the Union.

D. An employee will be notified of their right to Union representation. At the time of notification the employee and/ or the Union will submit a written notification to management identifying the selection of Union representation or their declination of Union representation.

E. Management will forward the written notification of the election or declination of Union representation to the Union President or designee.

F. The parties agree to develop a standard form that will be available to all employees on the shared drive.

G. Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

H. The parties agree efforts will be made to schedule meetings by mutual agreement within a reasonable time period.

Section 5 – Resolution of Grievances and Employee Standing

A. The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained and morale of employees shall not be impaired. Efforts shall be made by the Agency and the Union to settle grievances at the lowest appropriate level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal, consistent with 5 USC, Chapter 71, and this Agreement, in seeking adjustment of grievances. Employees shall be authorized a reasonable amount of duty time, (requested in advanced and mutually agreeable with management), to prepare and participate in grievances, including individual or group grievances.

B. In cases of group grievances the Union may select spokesperson(s) from the grieving group who can serve as a group representative to assure efficient use of government time.

Section 6 – Grievability/Arbitrability Questions

The parties agree to raise any questions of grievability or arbitrability of a grievance prior to the limit for the written answer in the final step of this procedure.

Section 7 – Time Limits

A. A grievance concerning any matter relating to the employment of the employee may be presented at any time.

B. All the time limits in this Article may be extended by mutual consent.

Section 8 – Options

A. In accordance with 5 USC, 7121, an employee at his/her option may raise matters covered under Sections 4303 (Unacceptable Performance) and 7512 (Adverse Actions) under the appropriate statutory procedures or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his/her option at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing, whichever event occurs first.

B. Similarly, an employee affected by a prohibited personnel practice under 5 USC, 2302 (b) (1) of the Civil Service Reform Act may raise the matter under a statutory procedure or the negotiated procedure but not both. An employee shall be deemed to have exercised his/her option at such time as he/she timely files a grievance in writing or files a formal complaint under the statutory EEO procedure, whichever event occurs first.

C. Complaints of employment discrimination may be raised as a grievance or as a statutory equal opportunity complaint, but not both.

Section 9 – Procedures for Employee Grievances

A. The written grievance should normally contain a description of the matter(s) being grieved, including:

1. The Article(s) of the Agreement, law, rule, or regulation alleged to have been violated, or to the employment condition in dispute;
2. statement of the circumstances giving rise to the grievance including the date, if applicable, of the alleged violation;
3. the name of the management official(s) or others alleged to have committed the action grieved;
4. name and position title of the grievant(s) with work telephone number(s);
5. name of Union Representative (if any); and
6. desired relief.

B. Grievance meetings under this procedure normally will be face-to-face, although alternate options may be made available upon mutual agreement by the parties. The grievant and the Union representative will meet with the designated management official and an Agency representative (if one is designated). The Union and management may be permitted to have an equal number of representatives at all steps of the grievance procedure. If an agency representative is designated; the Union will be apprised who the representative will be. Normally, this notice will occur not less than 3 days in advance of the meeting.

C. Grievances may be hand delivered or delivered through e-mail. The recipient of the grievance shall sign and date the grievance if hand delivered or reply via email. If the grievance is delivered via e-mail and an acknowledgement of receipt of the grievance has not been received within 7 calendar days, the parties will assume the grievance has been delivered and received. Timelines will be preserved if the serving party is able to show the grievance was delivered via email.

D. Management officials designated to be grievance deciding officials will have the authority to resolve the grievance. The designee will not be someone who decided the issue at a previous step.

E. Grievances should normally be resolved at the lowest level possible. However, there will be times when a grievance may be more appropriately initiated at a higher supervisory level, for example, when a disciplinary action is taken by the supervisor at the lower level or who clearly has no authority to resolve the issue. When a grievance is initiated at a higher supervisory level, specifically at Step 3, the time limits of Step 1 will apply.

F. Through mutual agreement of the parties, the grievance timeline(s) will be placed in abeyance to allow the parties to come to consensus or resolution prior to filing a grievance.

G. All grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the employee.

H. In employee grievances, failure on the part of the Agency to meet any of the time requirements of this procedure will permit the grievance to advance to the next step.

Section 10 – Grievance Process

Step 1:

- A. An employee and or the Union shall present the grievance according to procedures in Section 9 (as listed above). The grievance will be in writing within twenty-five (25) business days of the date that the employee or Union became aware, or should have become aware, of the act or occurrence; or anytime if the act or occurrence is of a continuing nature.
- B. The management official receiving the grievance will meet with the grievant and/or representative, at the request of any party, and provide a written answer within fifteen (15) business days of receipt of the grievance.
- C. The grievance response will include the designation of the next level deciding management official to whom the grievance would be advanced, at the election of the grievant and/or representative.

Step 2:

- A. If the grievance is not satisfactorily resolved at Step 1, it may be presented to the Step 2 Management official or designee, named in the written decision letter within 10 business days of receipt of the response. The Step 2 management official receiving the grievance will meet with the grievant and/or representative, at the request of any party, within 10 business days of receipt of the grievance. The Step 2 official will provide the Step 2 response within 10 business days from the date of the meeting.
- B. The grievance response will include the designation of the next level deciding management official to whom the grievance would be advanced, at the election of the grievant and/or representative.

Step 3:

- A. If the grievance is not satisfactorily resolved at Step 2, it may be presented to the Step 3 Management official or designee, named in the written decision letter within 10 business days of receipt of the response. The Step 3 Management official receiving the grievance will meet with the grievant and/or representative, at the request of any party, within 10 business days of receipt of the grievance. The Step 3 official will provide the Step 3 answer within 10 business days from the date of the meeting.
- B. If the grievance is not satisfactorily resolved in Step 3, the grievance may be referred to arbitration as provided in Article 13 Arbitration. Only the Union or the Management can refer a grievance to arbitration.

Section 11 – Management Grievances

A. A management grievance concerning a continuing practice or a single event may be presented at any time and filed with the Union President. A grievance concerning a particular act or occurrence must be presented to the other party within twenty-five (25) business days of the action or date the moving party became aware of it. The grievance will be filed at the Step 3 level; the Step 1 time lines will apply.

B. When a grievance is filed, the parties will meet and/or discuss the matter within fifteen (15) business days after receipt unless the grieving party waives the meeting/discussion or obtains an extension. A written decision will be issued within fifteen (15) business days of the meeting or of the date of waiver. If the grievance is not settled by this method, the grieving party may invoke arbitration.

D. Grievance decisions will be in writing and state the issue being grieved, a summary of the findings and the rationale for the decision. Copies of relevant documents cited in the decision will be provided if they are not otherwise readily available to the parties.

Section 12 – Grievability/Threshold Determinations

A. Threshold matters may be brought up at anytime during the grievance procedures. If these threshold matters remain at the point in time where arbitration is invoked, the matters may be bifurcated from the merits of the case. The Parties will select an arbitrator for the threshold matters, and submit written arguments. If the determination is made that the issue is arbitrable; the arbitrator to whom the issue is submitted shall have the authority to settle the threshold issue.

Article 13 ARBITRATION

Section 1 – Notice to Invoke Arbitration

Only the Union or Management may refer to arbitration any grievance that remains unresolved after the final step under the procedures of the Article on Grievance Procedures. A notice to invoke arbitration shall be made in writing to the opposite Party, (Union President or designee or the Labor Relations Officer or designee), within twenty-five (25) business days after receipt of the decision rendered in the final step of the grievance procedure. If arbitration is not invoked within the twenty-five (25) business days, the decision will be final and binding.

Section 2 – Arbitration Procedure

A. On or after the date of the notice to invoke arbitration, the party invoking arbitration will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of 7 impartial persons to act as an arbitrator. Fees associated with obtaining said list will be paid by the party invoking arbitration.

B. The parties shall meet within 10 business days after receipt of such list to select an arbitrator (this may be done by telephone or other various means of communications). If the parties cannot mutually agree on one of the listed arbitrators, then the Agency and the Union will alternately strike one potential arbitrator's name from the list and will then repeat this procedure until one name remains.

C. The parties agree that if the striking method is applied, the Agency will strike first. The remaining person shall be the duly selected arbitrator.

Following the selection, the parties will within 10 business days, notify FMCS of the name of the arbitrator selected. The parties will jointly notify the selected arbitrator, dates and times will be mutually agreeable to all parties. The time limits may be extended by mutual consent.

Section 3 – Procedures for Arbitration Hearing

A. The procedures used to conduct an arbitration hearing shall be determined by the arbitrator, with agreement of the parties.

The parties agree to follow these general guidelines:

1. Both parties shall be entitled to call and cross-examine witnesses before the arbitrator. All bargaining unit witnesses, necessary for the arbitration will be on duty time if otherwise, in a duty status.

When necessary, management will schedule bargaining unit witnesses on duty status during the arbitration hearing. Such schedule changes may be made without regard to contract provisions on Hours of Work. If multiple witnesses will provide duplicate testimony, the Parties may agree to stipulate to the testimony and have one spokesperson speak on behalf of the group.

2. The grievant will be granted adequate duty time to prepare for and participate in arbitration.
 3. A reasonable amount of preparation time for arbitration will be granted in accordance with the provisions of Article 31 on Official Time.
- B. The site of the arbitration normally will be the facility. If either Party wishes to have a change of venue from the Agency-provided facility, the requesting Party is responsible for the fees and costs associated with the change.
- C. The parties will attempt to submit a joint statement of the issue or issues to the arbitrator. If the parties do not agree to file a joint submission, each shall make a separate submission. The arbitrator shall determine the issue or issues to be heard.
- D. The Parties will be entitled to submit post-hearing briefs, (including rebuttal briefs), or closing statements. It is further agreed that all documents given to the arbitrator are also provided to the opposing party's representative at the same time.
- E. The arbitrator's decision shall be final and binding. However, either party may file an exception to the arbitrator's award in accordance with applicable law and regulation(s). Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for clarification.
- F. The arbitrator will be requested to render a decision within sixty (60) calendar days.
- G. The parties agree to exchange witness lists and /or information that is germane to the case with each other prior to the arbitration. Witness lists and/or other germane information to the case will be exchanged not later than 10 business days prior to the scheduled arbitration.
- H. Questions raised as to whether a witness is necessary or if the information is germane, will be resolved by the arbitrator.
- I. The time limits in this article may be extended by mutual agreement.
- J. All arbitration awards will remain subject to the filing of "exceptions" in accordance with Federal Labor Relations Authority (FLRA) procedures in effect at the time of the arbitration.

Section 4 – Fees, Expenses, and Transcripts

A. The arbitrator's fees and expenses shall be paid equally by the parties. The Parties agree that upon receipt of the award and billing documents from the arbitrator, the fees will be paid in a prompt and timely manner.

B. If either party requests a transcript, that party will bear the entire cost of such transcript. If a transcript is mutually requested the cost will be paid equally by the parties.

C. The cost of arbitration expenses for threshold or enforcement issues will be paid equally by both parties.

Article 14
HOURS OF WORK AND OVERTIME

Section 1 – Purpose

This article shall be administered in accordance with Title 5, USC, Chapters 61, Title 5, Code of Federal Regulations, and this Agreement. The purpose of this article is to prescribe the policies covering hours of work for all Bargaining Unit employees in accordance with applicable law and regulation.

Section 2 – General Provisions/Definitions

- A. The workweek will be a period of 7 consecutive calendar days beginning on Sunday.
- B. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven-day-a-week operations.
- C. Normally, an employee's workweek shall not extend over more than 5 days of the period Sunday through Saturday.
- D. Core hours are the hours when the Agency expects maximum attendance and is currently from 10 a.m. to 2 p.m. allowing for flexibility of arrival and exit times for employees.
- E. Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, and compensatory time. For full-time employees, the basic work requirement is eighty (80) hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.
- F. Tour of duty means the hours of a day and the days of a workweek that constitute an employee's regularly scheduled workweek. Under an alternate work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.
- G. Start time begins when the employee reaches their assigned work area (i.e. the locker room may be an assigned work area when a change of uniform is required). End time is when the employee leaves their assigned work area.

Section 3 – Change of Uniform

When a change of uniform is required, the Agency will provide 10 minutes at the beginning and ending of the tour of duty for the employees to change clothes.

Section 4 – Notification of Schedules

- A. Notice of management directed changes in an employee's master schedule to meet programmatic needs will be provided to the Union, 2 pay periods in advance of the change, when possible. The Union will notify the Agency if it demands to bargain regarding such change.
- B. Immediate supervisor, or designee, will post schedules 2 pay periods in advance.
- C. In work units that normally do not post schedules, the master schedule will prevail.

Section 5 – Meal Periods

- A. All employees are required to take a non-paid meal period, scheduled at or near the mid-point of the shift or tour of duty.
- B. A meal period is not required for work periods of less than 7 hours per day.
- C. The meal period may not be the first or last thirty (30) minutes of your scheduled shift.

Section 6 – Breaks

- A. Normally, a break of fifteen (15) minutes will be provided for each 4 hours of work for employees who work an 8 hour tour of duty. The break period will normally occur in the middle of each 4 hour work period. Employees who work 4 hour shifts will have no more than one fifteen (15) minute break period. Similar adjustments will be made for employees who work on other than the normal 8 hour tour of duty.
- B. Employees may leave the work area during a break as long as they do not leave the work property.
- C. Breaks are hours of duty and may not be accumulated for later use. Breaks may not be used to begin or end the workday or extend the meal period.
- D. When an overtime shift, of 8 hours or more, immediately follows an employee's scheduled tour of duty, a fifteen (15) minute break will be provided at the beginning of the overtime shift, and thereafter follows language in Section 6, A.
- E. Smoke breaks will be considered part of the break periods during the employee's tour of duty.

Section 7 – Alternate Work Schedules (AWS)

- A. An employee may request a flexible work schedule (FWS) by submitting a written request to their first line supervisor. All written requests will be subject to supervisory approval/disapproval in accordance with 5 USC, 6131 and within thirty (30) calendar days of receipt of the request.

B. Employees who work a maxiflex work schedule may be allowed to “flex out and in” during flexible time bands, subject to supervisory approval.

C. Possible FWS options may be, but not limited to:

1. 5/4/9 schedule is a work schedule in which a full-time employee works eight, 9 hour days and one, 8 hour day for a total of eighty (80) hours in a biweekly pay period.
2. 4-10 schedule is a work schedule in which a full time employee must work 10 hours a day, forty (40) hours a week and eighty (80) hours a biweekly pay period.

D. For additional guidance refer to the following authorities:

1. 5 USC, 6120-612
2. 5 USC, 6129-6133
3. 5 CFR, part 610

Section 8 – Denial, Suspension and Termination of Flexible Work Schedules (FWS’s)

Denials of FWS:

A. When a supervisor denies a request for a FWS, he or she will:

1. notify the employee in writing, the basis for the denial;
2. if appropriate, provide an alternate schedule to the employee; and
3. notify the Union of the denial.

B. The supervisor may deny an employee’s request for a FWS if that particular schedule would have an adverse impact on the Agency (including a local work unit). Adverse agency impact is defined as:

1. A reduction of the productivity of the Agency;
2. A diminished level of services furnished to the public by the Agency; or
3. An increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

Suspension of a FWS's:

Flexible work schedules may be suspended as a result of emergencies and incident responses, and unusual workload or operational demands. The Agency will normally provide advance notice of at least 1 pay period for non-emergencies. The Agency will notify the Union of suspensions for emergency or incident responses as soon as practical. Efforts will be made to limit suspensions to as short a time frame as necessary to meet the workload or operational requirements, and restore FWS's as soon as possible.

Termination of FWS's:

A. If a FWS has already been established and the Agency determines that the schedule is having an "adverse Agency impact," the Agency will notify the Union. The parties will attempt to resolve the issue and promptly determine whether to continue the schedule.

B. If resolution cannot be reached the parties will jointly present the issue to the Federal Services Impasse Panel (FSIP). The decision issued by FSIP is binding.

C. The basis for the decision will be based on demonstrating:

1. A reduction of the productivity of the Agency;
2. A diminished level of services furnished to the public by the Agency; or
3. An increase in the cost of Agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule).

D. A schedule change will not occur until a decision has been issued by FSIP.

E. An employee's FWS may be suspended and/or discontinued due to performance and/or conduct issues in accordance with applicable directive and/or policy in consultation with the Union. The parties agree there must be a nexus between the flexible schedule and the performance and/or conduct for an employee's flexible schedule to be discontinued.

Section 9 – Credit Hours

A. Only employees who work maxiflex schedules may earn and use credit hours.

B. With supervisory approval, eligible employees may earn credit hours in accordance with regulation and Agency directive(s), provided there is work available.

C. The approval or denial of credit hours will be subject to the same criteria as annual or sick leave. Credit hours must be earned before they may be used.

Section 10 – General Overtime Provisions

A. Overtime shall be assigned in a fair and equitable manner as follows:

1. Rosters of employees, that are qualified to do the work, will be utilized to determine voluntary and/or involuntary overtime,
2. Seniority will be the criteria for assigning voluntary overtime.
3. The employee who voluntarily worked overtime or who has refused the overtime, their name shall be moved to the bottom of the roster.

B. In the event overtime needs have not been met, involuntary overtime will be assigned based on the least senior employee first. Once the employee has been assigned involuntary overtime their name shall go to the bottom of the list.

C. The Agency will make available to the Union, upon request, current records of overtime assignments.

D. When an employee agrees to work voluntary overtime, the Agency should have an expectation that they will keep their commitment. It is understood that employees occasionally may be unable to report for assigned overtime work. Therefore, an employee who volunteers for overtime work and fails to report as scheduled without good cause may have their name placed at the end of any overtime roster.

E. When an employee works overtime, whether covered by the Fair Labor Standards Act (FLSA) or exempt, such overtime will be paid in increments of ¼ hour increments.

F. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.

G. It is agreed that non-bargaining unit employees shall not be scheduled on overtime to perform the duties of bargaining unit employees for the sole purpose of eliminating the need to schedule bargaining unit employees for overtime.

H. Management shall make a reasonable effort to give the employee as much notice as possible when planned overtime is required, and further, will give due consideration to the employee's personal circumstances. At the employee's request, Management will endeavor to avoid mandated overtime exceeding 4 hours at the end of the employee's tour of duty.

I. The supervisor or designee may, at the request of an employee, grant compensatory time in lieu of overtime pay, whether such overtime hours are regularly scheduled or irregular or occasional in nature. If the employee does not request compensatory time in lieu of overtime pay, or if the employee's request for compensatory time in lieu of overtime pay is not granted, the employee shall be compensated for such overtime under the applicable statutory provisions.

J. In accordance with regulations, supervisors will not require employees to earn compensatory time in lieu of overtime pay.

K. The Agency shall, to the extent practicable, permit employees to use their compensatory time at the earliest time convenient to them within twenty-six (26) pay periods.

L. Normally, compensatory time off shall be granted before annual leave is approved. If annual leave would otherwise be forfeited, the annual leave shall be granted before compensatory time. Any employee who is unable to use compensatory time within twenty-six (26) pay periods shall receive overtime pay instead.

M. Employees who are required to remain at work on overtime will be allowed to call at no cost to the employee to make necessary arrangements that shall include, but is not limited to, dependent care arrangements and updates, medical appointments, classes and self-improvement commitments, etc.

N. Employees who are called back to work for a period of overtime unconnected to their regularly scheduled tour of duty or who work overtime on their day(s) off are entitled to a minimum of 2 hours overtime pay. This does not preclude employees from being called in to provide coverage in non-emergency situations.

O. Employees directed by their supervisor to work through their non-paid meal period shall be compensated for such time.

Section 11 – Time Between Shifts

A. Normally, employees shall not be required to report to work unless they have had at least eleven (11) hours of off duty time between scheduled work tours. Exceptions may be made by mutual agreement between the employee and the employee's supervisor.

B. When an employee chooses to invoke the eleven (11) hours between shifts after working an overtime shift, the reporting time for the scheduled shift that starts at the end of the eleven (11) hour off duty time will be adjusted to reflect the eleven (11) hours between shifts without loss to the employee.

C. The employee will notify the supervisor or their designee of their decision at the start of the overtime shift if they will be choosing the eleven (11) hours of time off between shifts by adjusting the start of the scheduled shift at the end of the eleven (11) hours of off duty time or the option of using leave.

Article 15 LEAVE

Section 1-General

- A. Employees will accrue and use sick and annual leave in accordance with applicable statutes, OPM regulations. When not specified otherwise, Agency Directives and Policies will be followed.
- B. All leave charges shall be in increments of 1/4 hour.
- C. Employees should make requests for leave as far in advance as practical to their immediate supervisor or their designee.
- D. Leave may be requested anytime and will only be denied for valid operational needs.
- E. The Agency may exercise flexibility of work scheduling or numbers of required employees on duty to accommodate an employee's need for emergency or unscheduled leave.
- F. Leave will be administered in a fair and equitable manner.

Section 2- Leave Earnings

- A. Full-time and part-time employees earn leave during each full bi-weekly pay period while in a pay status or in a combination of a pay status and a non-pay status in accordance with 5 CFR, Part 630, Absence and Leave.
- B. A full time employee in a Leave Without Pay (LWOP) status that reaches an increment of eighty (80) hours of unpaid leave will not accrue leave within that pay period. The running total of eighty (80) hours will reset each year on pay period 1.

Section 3 – Annual Leave

- A. Annual Leave is provided to allow employees extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.
- B. The use of accrued annual leave is a right of the employee, subject to the right of the employer to approve when leave may be taken.
- C. The employee will submit a leave request in writing to their immediate supervisor or designee.
- D. Normally, the supervisor or designee will reply to the request for leave in a timely fashion. The employee will be responsible to assure that leave is recorded in their time and attendance record.

E. The Supervisor will distribute and update the process for requesting leave (including but not limited to unplanned leave) to all employees on an annual basis.

F. Management will only cancel approved leave for compelling employer need. Should management cancel leave, the employee will be advised of the cancellation (with rationale) as far in advance as practical.

G. Restored leave will be addressed in accordance with applicable policies and regulations.

H. Employees are advised that the proper leave approving official is their immediate supervisor or their designee.

Section 4 – Unanticipated Annual Leave

A. If the need for leave cannot be anticipated, the employee shall, as soon as practicable, contact the immediate supervisor or their designee to request approval of unscheduled leave. The employee will follow established work unit notification procedures in the event the immediate supervisor or their designee is not available.

B. In the event an employee has a need for unplanned leave once the schedule has been established/posted (see Article 14, Hours of Work, Section 4) the following shall be required:

1. The employee will discuss with the supervisor the need for unanticipated leave; If coverage is needed for the leave, the supervisor will advise the employee of the following:
 - a. The employee will attempt to identify a like qualified employee to switch shifts and/or perform their assigned duties; the switch will not create an overtime situation for either employee. These switches will not be made without supervisory approval; or
 - b. If an employee is unable to switch, the employee will meet with their immediate supervisor to explore other possible options; or
 - c. If the employee has not identified an option that has been approved by their supervisor, the leave will be denied and the employee will be required to report as scheduled.

C. If an emergency arises during the employee's duty day, the employee will request leave and obtain approval from his/her immediate supervisor, or their designee, before leaving the work site.

D. Employees who fail to follow leave requesting procedures as required above, may be charged Absent Without Leave (AWOL).

Section 5 – Annual Leave for Union Representatives

An employee who is a steward or other Union official will be granted annual leave or Leave With Out Pay (LWOP) to attend internal Union functions, during the employee's regular tour of duty, which are not covered by Official Time as set forth in Article 29. Normally, an advanced notice of 10 work days will be required and will be approved subject to workload considerations.

Section 6 – Sick Leave

A. Employees are entitled to use sick leave, in accordance with 5 CFR, 630.401, when they:

1. Receive medical, dental, or optical examination or treatment; or
2. Are incapacitated for the performance of duties by sickness, injury, pregnancy, or confinement; or
3. Are required to give care and attendance to an immediate family member who is incapacitated due to a medical or mental health condition.
4. Make arrangements necessitated by the death of a family member or attends the funeral of a family member.
5. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
6. Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Note: Sick leave is also authorized under the provisions of the Federal Employee Family Friendly Leave Act (H.R. 4361). (See Section 11 of this Article)

B. It is the responsibility of an employee who is incapacitated and /or unable to perform their assigned work duties, to notify the immediate supervisor or their designee (or to have any responsible person make the notification for the employee) as soon as possible.

C. Each work unit will establish notification procedures for calling in sick. The procedures will be distributed by management on an annual basis.

D. An employee who expects to be absent more than one day will inform the supervisor or their designee of the expected date of return to duty and notify the supervisor of any change. In the case of extended illness, of more than 3 consecutive work days, daily reports will not be required.

E. Employees may request temporary modification of their work station or duties for periods as defined in the medical documentation that has been provided. The medical documentation will identify specific restrictions that preclude them from performing full regular duty assignments. Supervisors may provide appropriate limited duty assignments if they are available.

Section 7- Documentation for Sick Leave

A. Employees may be required to furnish administratively acceptable evidence to substantiate a request for approval of sick leave if the sick leave exceeds 3 consecutive workdays. Exceptions may be made on a case by case basis.

B. An employee requesting annual leave, sick leave, or leave without pay for periods of illness of more than 3 consecutive workdays must make an appropriate request and may be required to furnish evidence of the need for sick leave upon return to duty. The agency may place the employee on AWOL pending receipt of the medical certification.

C. An employee may justify the request for sick leave:

1. By medical documentation from the employee's personal physician or health care professional, or
2. For employees who have approved FMLA: An employee with a chronic medical condition that does not require medical treatment but does result in periodic absences from work will not be required to furnish a physician's certificate on a continuing basis if the employee: (1) is absent 3 days or less, (2) is not on leave restriction and (3) provides, if requested, an updated valid medical certificate not more frequently than every thirty (30) days but at least annually which clearly states the continuing need for the periodic absences.
3. Medical documentation must include a statement that the employee was incapacitated for work and date(s) of incapacitation. This will be considered sufficient for medical documentation purposes. This applies to both sick leave of more than three (3) days and documentation for sick leave restriction(s).

D. Documents regarding employee absence for sick leave purposes are highly sensitive. Management will ensure that they are maintained in a secure and confidential manner.

Section 8 – Sick Leave Restriction

A. Where there is reason to believe that an employee is abusing the sick leave entitlement;

1. The employee shall be formally counseled (provided with written documentation) and advised of the possibility of future medical certification requirements or other actions should the abuse continue. This does not preclude the supervisor from discussing perceived abuse of sick leave.
2. If the abuse continues, the employee may be required to furnish a medical certification for each sick leave application.
3. During the course of the leave restriction and upon serving at least 50% of the time on the restriction, the employee may once per calendar month, request the supervisor evaluate and consider holding in abeyance the remainder of the time to be served on the leave restriction.
4. If the employee fails to maintain the desired improvement during the course of the original time period specified in the leave restriction letter, the supervisor will reinstate the leave restriction letter with an adjusted end date. If the letter of leave restriction is reinstated, there will be no further review during the life of the letter.

Section 9 – Advanced Sick/Annual Leave

A. Employees who are incapacitated for the performance of duties because of serious health condition, disability, or ailment may request advance sick leave not to exceed two hundred forty (240) hours. Two hundred forty hours (240) of sick leave is the maximum number of hours that may be advanced to an employee with a medical emergency related to the adoption of a child, for family care or to care for a family member with a serious health condition. Sick leave will not be advanced just because an employee has exhausted his/her sick leave. The advancing of sick leave is at the discretion of the supervisor.

B. In accordance with policy, (P&P 402.1, Flexible Work Schedules, and it's successor), credit hours may be used to liquidate advanced annual or advanced sick leave.

C. Requests for advanced sick leave will be considered in accordance with governing regulations and for periods of absence that will be for more than 3 consecutive days when all of the following conditions are met:

1. The employee is eligible to earn sick leave;
2. The employee's request does not exceed two hundred forty (240) hours, or for temporary employees only the amount to be earned during the period of temporary employment if appropriate;

3. There is no reason to believe the employee will not return to work after having used the leave;
4. The employee has provided acceptable medical documentation of the need for advanced sick leave.

Section 10 – Advance Annual Leave

A. An employee with an appointment of greater than ninety (90) days or longer, and who is not intermittent may be advanced annual leave in accordance with their employment appointment and leave will accrue up to the end of the leave year. However, advance annual leave may not be granted to a temporary employee beyond the date set for the expiration of the employee's temporary appointment or to any employee if there is a likelihood that the employee will retire, be separated, or resign from the Agency before the date the employee will have earned the leave. Upon separation, employees must repay the balance of any remaining advanced annual and sick leave, unless resigning due to exceptions, as listed in regulation or:

1. Death;
2. Disability retirement;
3. Entrance into military service with reemployment rights; or
4. Resignation or separation because of disability which, according to medical certification, prevents the employee from return to or continuing employment.

B. Advance sick leave may be combined with annual leave when necessary to cover one continuous period of absence.

C. It is agreed that advance leave, including both sick and annual, will be fairly and equitably administered on a case by case basis.

D. Denials of requests for advance leave must be conveyed to the employee promptly and must contain a specific explanation of the reasons for the denial.

E. The employee will be required to pay back the advanced leave in accordance with current and subsequent regulation, Departmental and Agency policies.

Section 11 – Leave for Family Purposes

A. Family And Medical Leave Act (FMLA)

The Agency will adhere to the Government-wide regulations for FMLA.

1. Maternity and Paternity Leave

a. Under the Family Medical Leave Act, bargaining unit employees are entitled to twelve (12) weeks of LWOP during any twelve (12) month period for the following reasons:

- i. Birth of a son or daughter and the care of such son or daughter, and
- ii. Placement of a son or daughter for adoption or foster care.

2. Other Family Leave

Under the Family Medical Leave Act (FMLA), bargaining unit employees are entitled to twelve (12) weeks of LWOP during any twelve (12) month period for one or more of the following reasons:

- a. The care of a family member of the employee with a serious health condition. Family member is defined as:
 - i. Spouse, and
 - ii. Sons and daughters,
 - iii. Parents of the employee
- b. A serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.
- c. Any qualifying exigency arising out of the fact the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

Note: The employee may elect to substitute annual leave, sick leave for unpaid family or medical leave for any part of the applicable period consistent with governing laws and regulations. Employees may also combine annual leave, sick leave with unpaid family or medical leave for any period of approved leave. An employee may not retroactively substitute paid time off for unpaid family and medical leave.

B. Family Friendly Leave (FFL)

Under the Federal Employees Family Friendly Leave Act, bargaining unit employees are entitled to use sick leave to provide care for:

1. Spouse, and parents thereof;
2. Children including adopted children, and spouses thereof;
3. Parents;
4. Brothers, sisters, and spouses thereof;
5. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

C. Notice of Leave

1. The employee will make an appropriate request for use of FMLA and/or FFL in accordance with Government wide regulation.
2. When the need for unpaid FMLA is foreseeable and the employee fails to give thirty (30) days notice with no reasonable excuse for the delay of notification, the Agency may delay the taking of family and medical unpaid leave until at least thirty (30) days after the date the employee provides notice of his/her need for family and medical leave.

D. Medical Certification

An employee shall provide written medical certification to the Agency in a timely manner.

The written medical certification shall include:

1. The date the serious health condition commenced.
2. The probable duration of the serious health condition.
3. The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition including a statement as to the incapacitation, examination, or treatment, and likely duration of condition, may be required.
4. A statement that the employee is unable to perform the functions of his/her position.

The Agency shall not require any personal or confidential information in the written medical certification other than what is required by regulation.

If an agency doubts the validity of medical records it can require a second and third (and final) opinion at the agency's expense (5 USC, 6383).

E. "Health Care Provider" is defined as any of the following individuals:

1. Doctor of Medicine or Osteopathy.
2. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct sublimation as demonstrated by x-ray to exist) who are authorized to practice by state law.
3. Nurse practitioners and nurse midwives who are authorized to practice by state law or Christian Science practitioners listed with the First Church of Christ Scientist, in Boston, Massachusetts.

If the employee is unable to provide the requested medical certification before leave begins or the Agency questions the validity of the original certification provided by the employee and the medical treatment requires the leave to begin, the Agency shall grant provisional leave pending final written medical certification.

F. Medical Recertification.

The employee may be required to provide an updated certification during the leave period under FMLA,

1. If the medical condition(s) has changed, or
2. The leave is not consistent with the information provided on the medical documentation.

Under these circumstances the employee is responsible for any fees that may be charged.

An employee eligible under the Agency's Family Medical Leave Program may request to participate in the Telework Program consistent with Article 15 of this Agreement.

Section 12 – Protection of Employment and Benefits

A. Upon return from FMLA, the employee will be restored to the same position as occupied before the leave or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

B. When an employee requests leave under the Agency's Family Medical Leave program, the Agency will provide guidance concerning the employee's rights and obligations under the Program.

C. Under FMLA, an employee who meets the criteria for leave and has complied with the requirements under this section may not be denied leave, consistent with all applicable rules governing annual, sick leave, or LWOP as appropriate.

D. An employee enrolled in a health benefits plan, who is placed in a leave without pay status may continue his or her health benefits enrollment while in the LWOP status, but are responsible to arrange through the appropriate channels to pay the contributions into the Employees Health Benefits Fund. The Employer will continue to pay their portion of health and life insurance, if applicable, according to legal and regulatory requirements.

Section 13 – Employee Absences for Court or Court-Related Services

A. Except as otherwise modified by applicable law, government-wide regulations or other outside authority binding on the Agency, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of employee salary in the following instances:

1. For jury duty.
2. To appear as a witness on behalf of the Federal, District of Columbia, state, or local government.
3. To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records.
4. “Expense money” may be retained by the employee; “fees for services rendered” must be submitted to the appropriate financial office.
5. It is agreed that days off and/or schedules will not be changed to avoid granting absence for court or court-related services.

B. An employee who is granted court leave and is excused or released by the court for any day or substantial portion of a day is expected to return to the employee’s regular duties except when:

1. Only a small portion of the work day would be involved and thus no appreciable amount of service would be rendered.
2. The distance from the court to the place of duty is such that this would be an unreasonable requirement.
3. The regular tour of duty occurs at night.

Section 14 – Leave Without Pay (LWOP)

A. LWOP may be requested and considered for approval in the same manner and for the same purposes as annual leave and sick leave.

B. Employees may request LWOP for educational purposes.

C. LWOP is granted at the discretion of Management. Management does not have the discretion to deny leave in the following cases:

1. When a disabled veteran requests LWOP for medical treatment;
1. When requested by a reservist or National Guard member for military duties in accordance with appropriate military orders. Employees may request such leave after their military leave has been exhausted (38 USC, Section 4316(d));
2. When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of a claim for employee compensation by the Office of Workers' Compensation Program; or
3. When an employee makes a request under the Family and Medical Leave Act and meets the criteria for that program.

D. Upon written request from the appropriate Union office, an employee may be granted leave without pay to engage in Union activities on the national, district or local level, to work in programs sponsored by the Union or the AFL-CIO. Such requests will be referred to the appropriate Management official. Such employees shall continue to accrue benefits in accordance with applicable OPM regulations. LWOP for this purpose is limited to 1 year but may be extended or renewed upon proper application.

E. Upon return to duty after a period of LWOP, Management will restore the employee to a similar position at the same grade and pay.

Section 15 – Hazardous Weather/Emergency Conditions

The Parties agree to use the existing Agency and Local policy on the Hazardous Weather Condition and Closure Notifications. Any changes proposed by Agency and Local will be given to the Union prior to implementation for review and negotiation as appropriate.

Section 16 – Religious Compensatory Time

A. An employee whose personal religious beliefs require abstinence from work during certain periods of time may elect to engage in credit or compensatory time work to compensate for time lost for meeting those religious requirements.

B. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the agency's mission, the agency shall in each instance, afford the employee the opportunity to work compensatory time. The agency shall in each instance grant compensatory time off to an employee requesting such time off for a specific religious observances and when the employee's personal religious beliefs require that the employee abstain from work.

C. For the purpose stated in paragraph B of this section, the employee may work such compensatory time before or after the granting of compensatory time off. Advanced compensatory time off should be repaid with the appropriate amount of compensatory overtime work within a reasonable amount of time, not to exceed the end of the leave year. Compensatory time shall be credited on an hour-for-hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory time earned and used

D. If the employee is separated or transferred before using the time set aside for a religious observance any hours not used must be paid at the employee's rate of basic pay in effect when the extra hours of work were performed. Any religious compensatory time used and not repaid will be charged to the employee at the same rate.

Section 17- Military Leave

A. In accordance with law and regulations, full-time permanent and part-time permanent employees who are members of the National Guard or the Armed Forces Reserves are entitled to fifteen (15) calendar days of regular military leave in a fiscal year for active duty or active duty for training.

B. For part-time employees, military leave is prorated based on the number of hours in the employee's work week.

C. Employees who do not use the entire fifteen (15) days can carry any unused military leave (not to exceed fifteen (15) days) over to the next fiscal year. Military leave may never exceed thirty (30) days in any one calendar year.

D. Regular military leave is charged in increments of 1 hour. Non-workdays falling at the beginning or end of military leave are not included in the period of military leave.

E. Management will take into consideration the schedules of employees who work off-tours and will, when possible, arrange schedules to allow such employees to have scheduled days off immediately preceding and following the required military leave.

Section 18 – Voluntary Leave Transfer Program

A. The Agency will continue to use the Leave Transfer program as designated in the current Agency Directives and Policies and as authorized by 5 CFR, 630 Subpart I.

B. Employees are entitled to donate and receive leave for medical emergencies. By reference, the definitions, eligibility criteria and administrative provisions pertaining to a Voluntary Leave Transfer Program contained in 5 CFR 630 Subpart I are incorporated into this Agreement.

Section 19 – Leave for Bereavement

A. Upon request, subject to any documentation requirements, leave-approving officials shall approve sick leave, for employees to mourn the death of the following family members:

1. Spouse and parent's thereof;
2. Children, including adopted children, and spouses thereof;
3. Parents;
4. Brothers and sisters, and spouses thereof; and
5. Any individual related by blood or affinity (including domestic partners) whose close association with the employee is the equivalent of a family relationship.

B. Additional leave (annual, and/or LWOP) can be requested as family care and bereavement needs not covered by sick leave.

C. The supervisor has discretion to require documentation (e.g., obituary, death certificate) prior to final approval of bereavement leave. However, this documentation will normally be required only in unusual circumstances.

Section 20 – Administrative Leave

A. Administrative leave is absence from assigned duties without charge to leave or loss of pay. The parties agree that excused absence may be granted for activities which are in the Government's interest. The employee will be required to have supervisory approval prior to leaving or being absent from the work place.

B. Employees will be granted up to 4 hours of administrative leave to donate blood. Time spent donating blood and in necessary travel for such purposes shall also be administrative leave.

C. When a donor is paid for donating blood by the blood collecting organization, the employee is required to take some type of leave, (other than sick leave) for any period of absence resulting from the blood donation.

D. Upon request, subject to certification by a physician, leave-approving officials shall approve administrative leave for employees who serve as living donors for bone marrow, organ, and tissue donation and transplantation. The use of administrative leave can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Leave-approving officials shall approve:

1. Employees may use up to 7 days of paid leave each calendar year, in addition to annual and sick leave, to serve as a living bone marrow donor,
2. Employees may use up to thirty (30) days of paid leave each year, in addition to annual and sick leave, to serve as an organ donor.

E. The Parties agree that the above reasons for granting administrative leave are not all inclusive and that there may be other situations supporting a request for the granting of such leave. Such requests shall be considered based on the reasons presented at the time; the employer may require documentation as appropriate to support the reasons for and/or the duration of such administrative leave requests.

F. Work place closings not related to weather will be handled in accordance with the current policy on Hazardous Weather Conditions Closure Notifications. (Section 15)

G. Any changes in policy will be subject to notification to the Union and negotiations as required.

Article 16
POSITION DESCRIPTIONS (PD)

Section 1 – General

A. Each position covered by this Agreement that is established or changed must be accurately described in writing and classified to the proper occupational title, series, bargaining unit status code, and grade.

B. All position descriptions (PD) must clearly and concisely state the major and significant duties, responsibilities, and supervisory relationships of the position.

C. Employees will have access (e.g. e-OPF), to a current, accurate copy of their position description.

D. Position descriptions will be kept current and accurate, and positions will be classified properly. Management directed changes to a position description will be incorporated in the position description to assure that the position is correctly classified/graded to the proper title, series, and grade. Incidental changes may be made in the form of pen and ink notations on the position description. The Union will be provided copies of, or access to, updated or current position descriptions upon request.

E. In accordance with regulation, the Agency has the right to assign work that is not in the PD, however, the work needs to be related to the employee's current official position of record. If that work occurs on a regular and reoccurring basis, the PD must be revised to accurately reflect the job duties.

F. Employees dissatisfied with the classification of their positions should first discuss the problem with their supervisors. If a supervisor is unable to resolve the issue to the employee's satisfaction, the employee can discuss the matter with the local Human Resources staff member who will explain the basis for the classification/job grading.

G. The Union, upon request, will have access to, the evaluation report if available, organizational and functional charts, and other pertinent information directly related to the classification of the position. This informal classification review process should be completed in a reasonable period of time. If the employee is unsatisfied with the outcome of the informal review, the employee may ask the supervisor to forward a request for desk audit to the Agency.

H. If/when a desk audit is conducted; the desk audit will normally be completed in ninety (90) days from the employee's request. This time frame may be extended by mutual consent.

I. If the employee still believes there is an inequity, an appeal may be filed with the Agency, Department or Office of Personnel Management (OPM) as appropriate. An employee may file a classification/job grading appeal at any time through appropriate channels whether or not this informal classification review process was followed.

J. Vacant positions will not be posted until the appointing authority assures that they are authorized, properly described, evaluated, and classified according to series, title, and grade.

K. No position(s) will be downgraded without a thorough review. For a downgraded position, the employee's pay and grade will be maintained on an incumbent basis in accordance with law and regulations.

Section 2 – Classification Standards

A. The Agency will apply newly issued OPM classification and job grading standards within a reasonable period of time, or as prescribed by OPM. The Union will be provided with copies of new standards that are implemented at the local level. Current classification standards are available on the OPM website. Management will meet and confer with the Union on procedures pertaining to mandated systematic position classification and special maintenance reviews.

B. Upon request, the Agency will make available to the Union copies of any Agency guidance provided by OPM in connection with any classification standards.

Section 3 – Classification Appeals

A. Upon request, the Agency will make available information to employees and the Union regarding procedures for filing classification appeals through the Agency, Department or OPM channels upon request.

B. Employees or their Union representatives may submit their written classification/job grading appeals through the designated Human Resources staff. The HR office will forward the complete appeal to the Agency, Department or OPM as appropriate no later than fifteen (15) business days from receipt and will provide the Union with 2 copies of the employee's appeal request. However, this does not preclude an employee from filing a classification/job grading appeal directly to the Agency, Department or OPM as appropriate.

C. General Schedule and Federal Wage System employees who file written appeals with the Agency Department, or OPM concerning the title, series and grade, and/or coverage of their position will have their appeal decided within a reasonable period of time from the date the Appeals Office receives a completed application. Classification appeal decisions will be forwarded through the ARS Labor Relations Department to the Local.

Section 4 – Effective Date

The effective date of a personnel action taken as a result of an appeal should be in accordance with the directions provided by the Agency, Department, or OPM decision; normally not later than the beginning of the fourth pay period following the date of the decision.

Article 17
DETAILS, REASSIGNMENTS, AND TEMPORARY PROMOTIONS

Details

Section 1- General

A. A detail is the temporary assignment of an employee to a different position for a specified period of time with the employee returning to his/her regular duties at the end of the detail. Details are intended only for the needs of the Agency's work requirements when necessary services cannot be obtained by other desirable or practicable means, or to avoid negative impacts to employees due to budgetary concerns, or lack of workload.

B. Details of thirty (30) days or more shall be recorded and maintained in the electronic Official Personnel Folder (eOPF).

Section 2- Procedures

A. The following procedures shall apply when offering noncompetitive details to both classified and unclassified positions; exceptions to this protocol are noted in Paragraph C below;

1. Management will determine the qualifications of the positions of detail, as well as any task related qualifications of the work to be performed. Only objective and job related qualifications will be applied under these procedures.
2. Management will canvass the immediate work unit for qualified employees to determine if anyone wishes to be detailed.
3. If canvassing employees does not provide qualified employees, Management will determine the area of solicitation to post the detail. Postings will be done electronically.
4. If the same number of volunteers as vacancies exists, they shall all be selected for the assignment provided they are qualified.
5. Management will provide written documentation to the Union if an employee is not selected for a detail due to operational need.

6. If more employees volunteer than vacancies exist, the Agency will select from the qualified volunteers. Seniority will be the selection criteria:
 - a. If there are not enough volunteers, then the least senior qualified employee(s) will be selected.
 - b. Seniority shall be defined by the retirement service computation date (SCD) as recorded on the employee's SF50.

B. The Agency will notify the Union of all details of more than thirty (30) days.

C. The procedures in Paragraph A in this Section shall apply except in the following circumstances:

1. When management can demonstrate that the position to which an employee must be detailed requires unique skills and abilities that are not possessed by any other qualified employee,
2. When a documented medical or operational emergency requires or precludes the detail of a particular employee.

Section 3 – Temporary Promotions

A. Employees officially detailed to a higher grade position for a period of more than thirty (30) calendar days will be paid for the temporary promotion beginning the first day of the detail. The temporary promotion should be initiated at the earliest date it is known by management that the detail is expected to exceed thirty (30) calendar days. The thirty (30) calendar day provision will not be circumvented by rotating employees into a higher-grade position for less than thirty (30) calendar days in order to avoid the higher rate of pay.

B. Temporary promotions in excess of one hundred twenty (120) calendar days shall be filled through competitive procedures. Temporary promotions of less than one hundred twenty (120) calendar days shall be made in accordance with Section 2 among qualified employees.

C. Payment for temporary promotions will be dependent upon available and approved funding. If funding is not available or not approved, management agrees to provide notice to the Union prior to the start of the temporary promotion.

Section 4 – Restriction on Lower-Graded Duties

Should the requirements of management necessitate a detail to a lower-level position, this will in no way adversely affect the detailed employee's salary, classification, or position of record.

Section 5 – Representatives

The Union will be given written notice at least fifteen (15) workdays in advance of reassigning a Union Officer, or steward. Situations beyond local management control that create a shorter notification period will be discussed with the Local Union.

Section 6 – Voluntary Temporary Work Assignment Changes

Employees may voluntarily request changes in their work assignments. All such requests are subject to management's right to assign employees work, and to determine the personnel by which Agency operations shall be conducted. Such requests will be considered by the Agency and a good faith effort will be made to balance the needs of the employee with the Agency's program needs.

Section 7 – Voluntary Demotion/Downgrade

Prior to acting on an employee's request for a voluntary reduction in grade, the Agency will assure that the employee has been fully apprised in writing about the effects of such an action, and informed of other alternatives, if any, and be available to answer questions employees may have prior to the action becoming effective.

Section 8 – Directed Reassignments

A. Directed Reassignment means a change from one position to another, at the same grade level while the employee is serving continuously as a federal employee. Permanent reassignments will be documented in the employee's eOPF.

B. When an employee is reassigned to a different position, the employee will be given a reasonable period in which to become proficient. If he or she cannot attain satisfactory performance, consideration will be given to returning the employee to the previous position held or a different position at the same grade level.

C. The employee will provide the new supervisor with a list of all future leave previously requested and approved. The previously approved leave will be honored unless compelling work requirements cause the approval to be rescinded. The compelling reasons will be provided to the employee in writing. The new supervisor and employee will identify alternate dates of leave if the leave approval is rescinded.

D. Reassignments shall not be used as punishment, harassment, or reprisal.

Article 18
INVESTIGATIONS

Section 1 – General

A. An investigation may be conducted in the following manner, but not limited to, face to face meeting, Video Telephone Conferencing (VTC) or telephone, and preparation of statements or other written witness statements. The Parties agree that investigations should be initiated in a timely manner once the Agency is on notice of allegations of misconduct.

B. The Parties recognize that the length of time needed to initiate and complete investigations may vary given extenuating circumstances, such as case complexity, availability of witnesses etc.

C. Supervisors are encouraged to seek assistance from Agency Employee/Labor Relations professionals or other experts prior to initiating investigations to assure that proper protocols and investigative procedures are followed.

D. An employee is required to cooperate in the course of an administrative investigation. The right of employees not to incriminate themselves will apply in criminal investigations.

E. The employee will be informed of the process as applicable.

1. At minimum:

- a. If known, the subject of the investigation will be informed they are the subject of the investigation;
- b. Employees participating in the investigation will be informed of the allegation(s);
- c. The employee will be informed that facts will be gathered and evaluated;
- d. Any information exchanged during the course of the investigation will remain confidential until the investigation is closed.

2. The Union shall be given the opportunity to be present at any examination/fact finding of bargaining unit employee by a representative of the Agency in connection with an investigation if:
 - a. The employee reasonable believes that the meeting may result in disciplinary action against the employee; and
 - b. The employee requests representation.

F. The right to Union representation is not intended to interfere with the routine interaction between supervisors and employees in the normal course of the workday.

G. If the supervisor or an Agency official, in advance of or during the questioning of an employee, contemplates the likelihood of disciplinary action, the employee shall be informed of their right to Union representation prior to further questioning.

H. If a bargaining unit employee requests Union representation, the meeting will be delayed or rescheduled for when a Union representative can be present.

Section 2 – Investigations

A. The Agency will inform the Union in advance of an administrative investigation when a bargaining unit employee is the subject of the investigation/fact finding.

B. Investigations should consider all facts, circumstances, and human factors. An investigation should be conducted timely and efficiently.

C. Bargaining unit employees have the right to be represented by the Union while being questioned in an investigation.

D. If the employee is the subject of an investigation, the employee will be informed of the right to Union representation prior to being questioned. The employee will be informed of the nature of the allegation(s). Once an employee requests Union representation, except in very rare and unusual circumstances, no further questioning will occur until Union representation is present.

E. Supervisors, employees, and Union representatives will not, except as specifically authorized, disclose any information about an investigation. An employee may discuss the investigation with their authorized Union representative. A copy of the statement of the employee will be given to the employee and/or the employee's representative upon written request.

At the conclusion of investigation, the employee who was the subject of the investigation will receive notice of the final outcome, normally within 7 calendar days.

F. Upon written request, the subject of the investigation and the Union will be furnished a copy of the complete investigation and evidence file and all other relevant and pertinent information which would be provided under the Freedom of Information Act (FOIA) or 5 USC, 7114.

G. The statement of employee rights and obligations will be consistently applied. That statement will be consistent with this Agreement and include the following:

1. The employee's right to representation by the Union;
2. The right of an employee to a copy of their personal statement; and,
3. The right of an employee not to incriminate themselves.

H. An employee or the employee's Union representative, upon written request, shall receive a copy of all evidence used to support the Agency's action. This includes, but not limited to: copies of all recordings, testimony/transcripts, emails, report or findings, and photographs.

Section 3 – Kalkines

A. Kalkines warning grants employees "use immunity;" which means that any truthful statements made in response to the investigation are immune from subsequent use in criminal prosecution against them.

B. The parties agree to discuss the application of Kalkines on a case by case basis.

C. If the employee persists in remaining silent after receiving a Kalkines warning, the Agency may pursue removal for failure to cooperate in any investigation so long as it clearly notified the employee that the options are to either answer the questions with the immunity granted or refuse to answer and undergo proposed discipline up to and including removal.

Article 19

DISCIPLINE AND ADVERSE ACTIONS

Section 1 – General

A. The Agency and the Union recognize that the public interest requires the maintenance of high standards of conduct. The objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. Actions based solely upon unacceptable performance should be taken in accordance with Title 5, Chapter 43 and will be covered in Article 21, Performance Appraisal System.

B. The Parties agree to the concept of progressive discipline, when appropriate. Any level of discipline may be bypassed when the nature of the behavior /conduct makes a lesser form of discipline inappropriate.

C. Supervisors are encouraged to use coaching and/or counseling sessions prior to taking disciplinary action.

D. The parties agree to promote the concept of alternative discipline in appropriate circumstances.

Section 2 – Definitions

For purposes of this Article, the following general definitions are used:

1. A disciplinary action is defined as official written reprimands, or suspensions of fourteen (14) calendar days or less.
2. Adverse actions are defined as removals, suspensions of more than fourteen (14) calendar days, reduction in pay or grade or furloughs of thirty (30) calendar days or less.
3. Representative means “Union-designated representative” such as a steward or officer.

Section 3 - Fairness and Timeliness

Disciplinary actions must be consistent with applicable laws, regulations, policy, and accepted practice within the Agency. If the Agency believes that disciplinary or adverse action is necessary, such action will be initiated in a timely manner after the Agency has completed an investigation of the alleged misconduct. Discipline will be applied fairly and equitably and will not be used to harass employees.

Section 4 - Coaching and/or Counseling (Non-Disciplinary Tools)

A. Prior to taking disciplinary action, supervisors are encouraged to use any of the following as non-disciplinary actions to correct the misconduct:

1. Coaching and/or counseling sessions,
2. Letters of caution, and
3. Informational and instructional letters or their like.

B. These are not punitive nor are they disciplinary in nature. Rather, these are constructive instruments designed to correct behavior at the lowest possible level.

C. At the discretion of the supervisor, such letters, notations, or records may be maintained by the supervisor in accordance with the Official Records Article 29. Such records will be maintained to show that the employee was “on notice” of expected workplace behavior.

D. Coaching and/or counseling will be conducted privately and in such a manner as to avoid embarrassment to the employee, and to insure that there is no confusion as to the intent of the discussion/meeting.

Section 5 - Alternative Dispute Resolution (ADR)

A. The Parties recognize the shared interest in correcting behavior promptly and avoiding unnecessary or lengthy litigation. The employee or the Union may request the use of an ADR. However, the Agency retains the right to offer Last Chance Agreements (LCA's), and other forms of alternative resolution.

B. Alternative resolution options, including LCA's, are always voluntary in nature and require mutual agreement between the Agency and the employee prior to being executed.

Prior to offering an employee a form of ADR, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

Section 6 - Reprimands

A. Reprimands are effective upon date of issuance to the employee. The reprimand will state the specific reasons for the action. Management agrees that the employee shall be given a reasonable amount of time (up to, 2 hours), to review the information provided.

B. At the discretion of the Agency additional time may be granted on a case by case basis. Two (2) copies of the reprimand will be provided to the employee. The employee may provide a copy of the reprimand to the Union. One (1) copy of any document(s) related to the action, will be provided to the requesting party (employee and/or Union) upon request. The parties agree grievance timelines will be preserved until such time as the evidence file has been received.

C. The reprimand will identify the employee's grievance rights, to whom a grievance would be filed, and the time frames for filing the grievance in accordance with the Grievance Procedure, Article 12. The reprimand will also identify the period of time that it will remain in the employee's eOPF. At the conclusion of the retention period, the reprimand will be removed from the employee's eOPF.

Section 7 - Suspensions and Adverse Actions

A. An employee, for whom a suspension of fourteen (14) days or less or an adverse action is proposed, is entitled to a thirty (30) calendar day written notice, prior to the effective date of the action, except when the crime provision has been invoked.

B. An employee for whom a suspension or an adverse action is proposed is entitled to a response period of fifteen (15) business days.

C. Notices will state specific reasons for the proposed action. One (1) copy of any document(s) related to the action, will be provided to the requesting party (employee and/or Union) upon request.

D. Management agrees that the employee shall be given the opportunity to use a reasonable amount of time (up to 10 hours), to review the evidence on which the notice is based and that is being relied on to support the proposed action. At the discretion of the Agency, additional time may be granted on a case-by-case basis.

E. Two (2) copies of the decision letter will be provided to the employee. The employee may provide a copy of the decision letter to the Union.

F. The employee and/or representative may respond orally and/or in writing as soon as practical but no later than **fourteen (14)** calendar days from receipt of the proposed action notice. The response may include written statements of the persons having relevant information and/or other appropriate evidence. Extensions for replying to proposed adverse actions and suspensions may be granted when good cause is shown. Requests for extensions shall be submitted in writing.

G. In responding to a proposed disciplinary action, the employee will be entitled to Union representation and will be responsible to secure such representation and to notify the Deciding Official of their election to be represented.

H. The written decision shall include the reason for the disciplinary action and a statement of findings and conclusions as to each charge. The decision shall also include a statement informing the employee that suspensions become part of the permanent record. The letter will also provide the employee's appeal rights and/or grievance rights. The Decision Letter will include the time period for filing a grievance and to whom it must be filed.

Section 8 – Investigation of Disciplinary Actions

A. Management will investigate an incident or situation to determine whether or not discipline is warranted. Weingarten rights will be afforded employees engaged in investigatory interviews in accordance with Article 8.

B. Investigations will be conducted fairly and impartially. The Parties will remind employees of their responsibilities to answer all questions asked during an investigative interview fully and with candor.

Section 9 - Removal of Disciplinary Records

A. Reprimands will be removed from an employee's files after a 2 year period; unless such action has been extended in writing or a subsequent infraction that referenced the reprimand has occurred.

B. At the election of the issuing management official, reprimands may be removed from the files at any time after 1 year from the original effective date if the employee's behavior has improved and the discipline has served its purpose. The employee may request that the supervisor issuing the reprimand remove it after 1 year with the following provisions: a) the employee can demonstrate the behavior has been corrected, and b) only one request may be initiated by the employee.

C. Should the supervisor decide not to remove the reprimand after the employee makes the request for its removal it is understood that this decision is non-grieveable.

D. Suspensions become a permanent part of employee's official eOPF.

Section 10 - Administrative Reassignment

Administrative reassignments or demotions may be used when deemed to be the best corrective action. Appropriate procedures must be followed and appeal rights will be provided for decisions of reassignments or demotions made for reasons of misconduct.

Section 11 - Last Chance Agreements

A. Last Chance Agreements (LCA's) refer to situations in which the Agency agrees to hold in abeyance, an adverse action against an employee in exchange for the employee's agreeing to conform to specific conditions for a set period of time.

The understanding is that if the employee does not meet his or her obligation under the agreement, then the Agency is free to reinstate the adverse action under the terms of the agreement. The Parties recognize that LCA's are the employee's final choice between removal and adhering to the terms of the LCA.

B. The use of LCA's shall be offered at the Agency's discretion consistent with the facts of the case. The employee retains the right to accept or reject the offer of settlement. The Parties recognize that acceptance of the terms of an LCA are entered into voluntarily but are un-retractable upon signature.

C. Prior to offering an employee a LCA, the Union will be notified and given an opportunity to be present at any meeting in which the employee is offered such an agreement.

Section 12 - Self Incrimination

The right of employees not to incriminate themselves will apply in criminal investigations.

Article 20
SURVEILLANCE

Section 1 – General

A. The parties recognize that surveillance is conducted for safety and internal security reasons.

B. This article covers, but is not limited to: camera, video, microphone, access card swipes, telephonic, cell phone, computer, and other electronic devices.

C. If the Agency uses covert or hidden surveillance during an investigation; the following shall apply if a disciplinary or adverse action is proposed against an employee represented by the Union:

1. The Union will be given a copy of all relevant evidence collected;
2. The Union will be provided a copy of the pertinent video tapes or other electronic media; and
3. The only exception would be for issues of public safety or national security.
4. The Union will be allowed to represent affected employees in any subsequent discussions or proceedings involving them.

D. The Union is not precluded from any further negotiations on the impact and implementation of covert or hidden surveillance.

E. No electronic recordings may be made without mutual consent except for Inspector General Investigations (OIG), other law enforcement investigations, or EEO investigations.

Article 21
PERFORMANCE MANAGEMENT

Section 1 – Policy

It is the Agency's policy to operate a performance appraisal program in a manner which is consistent with applicable statutes, regulations, and this Agreement. A written performance plan will be provided to each employee covered by this Agreement at the beginning of each appraisal period (normally within thirty (30) days).

Section 2 – General

A. The official appraisal period for which a performance plan must be prepared and monitored, and for which a summary performance rating (rating of record) normally is October 1 through September 30 of each year.

B. The performance rating prepared at the end of an appraisal period is for performance of assigned duties over the entirety of the specified appraisal period.

C. The minimum performance appraisal period is ninety (90) days. If an employee is not on a performance plan for ninety (90) days, the employee cannot be rated.

D. A written performance plan will be provided to each employee within thirty (30) days of the new performance period. The performance plan will contain all of the written performance elements, critical and non-critical elements if used, and their performance standards.

E. The performance plan must be communicated to the employee before the employee may be held accountable. The employee will sign and date the plan to acknowledge they have received their performance plan.

F. Standards established for an employee's position shall be in writing and communicated to the employee when the employee enters a position or when a new standard is established for the employee's position. Evaluation of performance of standards will be consistent with written procedures.

G. Progress reviews by the supervisor will be conducted during the appraisal period. The supervisor should conduct an interim progress review at the midpoint of the appraisal period to ensure that performance elements and standards are appropriate and to advise the employee of current performance. Supervisors and employees are encouraged to communicate frequently during the appraisal period and discuss any performance concerns that may arise as soon as possible.

H. Normally the immediate supervisor will be responsible for establishing the employee's performance plan; normally will provide the mid-year progress review; and prepare the final performance appraisal rating (rating of record).

I. Normally the employee's second-level supervisor will review and approve the performance plan and the final performance appraisal rating (rating of record).

Section 3 - Employee Responsibilities

All employees are responsible for:

1. Participating in discussions with their supervisor concerning the development of performance elements, standards and measures (optional) and participating in their progress reviews and performance appraisals;
2. Ensuring they familiarize themselves with their position description and performance plan, requesting clarification of expectations if necessary, and requesting information to be able to work towards a rating beyond a fully successful from the supervisor;
3. Taking responsibility to improve their own performance and support team endeavors;
4. Identifying business improvement opportunities and collaborate with peers and supervisors to accomplish them;
5. Seeking performance feedback from their supervisor; and
6. Documenting their performance accomplishments, and being prepared to provide written specific examples of their accomplishments including feedback from internal and external customers, during the performance appraisal discussion.

Section 4 – Agency Responsibilities

Management is responsible for:

1. New supervisors will receive adequate training in performance management prior to conducting evaluations.
2. Communicating performance expectations clearly, monitoring performance during the appraisal period and providing performance feedback to employees, provide development opportunities as applicable for the employee's current scope of position, and taking appropriate actions to address performance not meeting expectations.

3. Supervisors will provide regular and reoccurring feedback on the quality of performance during the appraisal period, and preparing ratings. Supervisors will inform employees if their performance drops below the fully successful level.
4. Engaging the employee in the process of establishing and documenting the employee's performance plan.
5. Preparing performance ratings in a timely manner and ensuring equity and consistency in performance ratings.
6. For providing training when applicable (i.e. technical and/or safety training on equipment, new technologies and changes in procedures).

Section 5 - Rating Performance

Normally, a written final performance appraisal rating (record of rating) will be issued to each employee by October 30. If a performance cycle has been extended, the supervisor should rate employees within fifteen (15) days from the end of the extended cycle.

Section 6 - Unacceptable Performance

A. If at any time during the performance appraisal period an employee's performance is determined to be unacceptable in one or more critical elements, the supervisor must:

1. Notify the employee of the performance element(s) for which performance is unacceptable; and,
2. Inform the employee of the performance requirement(s) or standard(s) that must be attained to demonstrate acceptable performance. The supervisor must inform the employee that unless his/her performance in the critical element(s) improves to and is sustained at an acceptable level, the employee may be reassigned, reduced in grade or removed.

B. Performance Improvement Plans (PIP): The goal of a PIP is a mutual desire to return the employee to fully successful performance as soon as possible. For each critical performance element in which the employee's performance is unacceptable, the supervisor must afford the employee a reasonable opportunity to demonstrate acceptable performance commensurate with the duties and responsibilities of the employee's position and place the employee on a performance improvement plan. The performance improvement plan must include:

1. A minimum opportunity period of sixty (60) days to demonstrate acceptable performance; it is understood that the time frame may be extended if additional time is needed.
2. Identify and describe the performance deficiencies in the performance elements and standards for which the employee's performance is at the unacceptable level.
3. Provide clear goals which are appropriate for the responsibilities of the employee's position;
4. Frequent (at a minimum, every 2 weeks) interaction and feedback with supervisor regarding progress;
5. Required progress reports will be documented in writing and a copy provided to the employee.

C. If the employee demonstrates an acceptable level of performance during his/her opportunity period, then he/or she is required to maintain an acceptable level of performance for 1 year from the beginning of the opportunity period.

D. In accordance with 5 CFR 432.105 (a)(2), if the employee does not demonstrate an acceptable level of performance for a critical element during the opportunity period or for 1 year from the beginning of the opportunity period, the supervisor may initiate a reassignment, reduction in grade, or removal action.

Section 7 - Temporary Duty Assignments (Details) (TDY) and Temporary Promotions

A. Performance plans must be provided for details and temporary promotions of ninety (90) days or more. Performance plans will be provided in writing to the employee normally within fifteen (15) days of the start of the detail or temporary promotion.

B. The supervisor responsible for the detail or temporary promotion should document the employee's accomplishments at the end of the TDY assignment or detail and forward it to the employee's supervisor for appropriate consideration. The employee's supervisor will give the accomplishments the appropriate consideration, e.g., performance of elements and standards associated with the employee's normal duties versus duties not normally performed.

Section 8 - Individual Developmental Plan (IDP)

As a part of the performance planning process, each employee is encouraged to discuss short- and long-term learning and developmental goals with the supervisor and develop a plan. The plan may include elective training, education and developmental activities in which employees may engage to improve their knowledge, skills and abilities, and ultimately job performance.

Article 22
EMPLOYEE AWARDS AND RECOGNITION

Section 1 - Purpose

Recognition of employees through monetary and non-monetary awards reflects the parties' efforts to promote continuous improvement and achievement in Mission Accomplishments. The employee recognition program provides a positive indication of the parties' commitment to providing quality public service. The intent of this program is to promote a positive work environment and to link awards to employee contributions that enhance Department performance. The program will be administered in accordance with 5 USC, 2301 Merit Principles.

Section 2 - Types of Awards

A. The type of awards by which employees may be recognized, and the awards which employees may be eligible to receive include but are not limited to:

1. **MONETARY:** A cash award granted to an employee as an individual or member of a group, (i.e. Spot, Suggestion, Quality Step Increase (QSI), Performance, Time-off Award, Career Service Award, and Retirement Recognition).
2. **NON-MONETARY:** A letter of appreciation or other appropriate means to recognize contributions that do not meet the standard for cash award or in cases where the contributions do meet the standard but the supervisor chooses not to grant a monetary award, (i.e. Letter of Appreciation, Informal Keepsake Award).
3. **PERFORMANCE AWARDS**
 - a. A performance award is based solely on an employees' performance rating of record assigned at the end of the appraisal period. Monetary amounts associated with performance awards are subjected to budgetary constraints.
 - b. A bargaining unit employee alleging inconsistent application of performance standards and critical elements may pursue the complaint under the negotiated grievance procedure.

B. Award nominations will follow the justification, submission, and approval process as outlined in the Departmental regulation.

C. The parties agree that joint training will be conducted for all employees for the awards process. The training shall include but not be limited to, accomplishments reports, justifications, and submission process. Training will be conducted at mutually agreed date(s), locations, and time(s).

Article 23
BREAK ROOMS/BREAK AREAS

Section 1- General

Both parties recognize that the health and well being of employees are necessary to the successful accomplishment of the Agency's mission. Local management will provide break rooms, and/or break areas for employee use.

Section 2 - Location

Break rooms/areas shall be reasonably accessible to the employees' work areas subject to compliance with OSHA, biological containment, and safety regulations.

Section 3 – Size of Break Room(s)

The staff break room/area should be of sufficient size to accommodate the number of employees reasonably expected to use the space at any given time.

Section 4 – Changes to Break Room(s)

Should the Agency need to change access and/ or configuration of designated or existing break rooms/break areas, the Agency agrees to notify the Union and negotiate as required.

Section 5 – Community Food Preparation Areas

Community food preparation areas, refrigerator(s), and clean up stations are provided on each floor for employee use.

Article 24
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1 - Program Purpose

The purpose of the Employee Assistance Program (EAP) is the appropriate prevention, treatment and rehabilitation of employees with alcohol, drug abuse or other biopsychosocial problems that are adversely affecting the employee's job performance and/or conduct. Biopsychosocial problems may include physical, emotional, financial, marital, family, legal, or vocational issues. Employees who suspect they may have such a problem, even in the early stage, are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the individual(s) designated to provide such services. Supervisors are also encouraged to note when employees appear to be experiencing difficulties for which EAP may provide assistance, and to refer the employee to EAP for assistance. Early intervention may be helpful in returning the employee to full productivity.

Section 2 - Record of Participation

The Agency will assure that no employee will have job security or promotion opportunities jeopardized by a request for counseling or referral assistance. The Agency will ensure that the confidentiality of medical records of employees concerning treatment for problems related to alcohol, drugs, emotional concerns, or other personal issues will be preserved in accordance with current public laws and OPM regulations or successors.

Section 3 - Voluntary Participation and Employee Responsibility

The existence and functions of counseling and referral programs will be publicized to employees. No employee will be required to participate or be penalized for merely declining referral to counseling services or for participating in the services provided.

Section 4 - Confidentiality

A. The parties recognize that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules, and regulations.

B. Without an employee's specific written consent, the supervisor may not obtain information about the substance of the employee's involvement with a counseling program. Information obtained with the employee's authorization from such counseling programs may not serve as the basis for disciplinary or adverse actions.

Section 5 - Excused Absence

A. A supervisor and/or manager shall grant up to 1 hour of excused absence for each counseling session, up to a maximum of 6 sessions per calendar year, during the assessment/referral phase of rehabilitation.

B. Reasonable time to and from the scheduled appointment will be granted as an excused absence in accordance with individual circumstances. The employee will be required to notify their immediate supervisor as soon as practicable if the agreed upon circumstances were to change. If additional time is required, the employee will request leave as soon as practicable and the request will be approved in accordance with existing leave policies and this Collective Bargaining Agreement.

C. Supervisors will release employees for EAP visits as soon as practical and as soon as work requirements allow. The Parties will encourage employees to make appointments with the EAP professional.

D. The number of excused absences for EAP counseling services will be consistent with the current Departmental/Agency Regulation or successors.

Section 6 - Leave Associated with EAP

It is the policy of the Agency to grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for employees under the Employee Assistance Program as would be granted for employees with any other health problem.

Article 25
REQUIRED CLOTHING AND EQUIPMENT

The Agency will provide employees with all Protective Equipment (PE) requirements based upon applicable regulatory governing bodies and the employee's assigned duties at no cost to the employee. The clothing and equipment need to be fit for purpose. PE could include items such as gloves, lab coats, gowns, shoe covers, boots, respirators, face shields, safety glasses, goggles, etc.

Management will be required to inform/educate employees if there are changes that may impact their job duties regarding required protective clothing and/or PE.

The Agency will provide laundry service for required work uniforms, laboratory coats, and protective clothing at no cost to the employee.

All employees are responsible for following the most current regulation, Agency and local Standard Operating Procedure (SOP) on required usage and application of Agency supplied PE and clothing.

Article 26
SAFETY, HEALTH, and WELLNESS

Maintaining safe and healthful work environments, as a shared value by the Union and Agency, is necessary for the accomplishment of the Agency's mission and contributes to a high quality of life for employees. The Agency will provide and maintain conditions and places of employment that are free from recognized hazards and unhealthful working conditions, consistent with the applicable requirements of 29 USC, 668 *et seq.* (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 CFR, Part 1960, and guidance from other applicable safety and health standards including the Departmental Safety and Health Manual(s).

The parties agree that bargaining obligations will be fulfilled as necessary based on changes to applicable safety laws, rules, regulations, directives, guidelines, and manuals.

Section 1 - General

A. On a case-by-case basis, the parties may mutually agree to adopt more stringent safety and health standards to address specific concerns.

B. In circumstances where there is no legal/regulatory applicable safety or health standard, interim standards such as those found in nationally recognized sources of health and safety criteria will be utilized. These interim policies will be locally written and shared with the Union and where applicable, negotiated if the policies create a change in working conditions of more than a de minimis nature.

C. The Agency will continue to publicize safety awareness programs and update the provisions and procedures for elimination of safety and health hazards. The Parties will continue to provide training in various formats such as AgLearn, or its successor, face to face training, Video Tele Conference (VTC), or other training opportunities.

D. The Agency shall, perform continuing analysis of safety incidents and violations to determine causes and appropriate corrective actions concerning patterns of injuries and illnesses.

E. The results of the analysis will be used to revise existing protocols, and will be taken into consideration when developing new protocols. Training will be provided to employees when protocols are updated or new protocols are introduced.

F. At least quarterly, the local Safety and Health Committee (SHC) Chairperson and Union President will be provided (written) information on illnesses and injuries and accident trends for development of recommendations to go forward to the appropriate local management in accordance with the current Safety Committee Charter.

NOTE: The information will be redacted to preserve Personally Identifiable Information (PII) and Health Insurance Privacy and Portability Act (HIPPA) information accordingly.

G. There will be no restraint, interference, coercion, discrimination, or reprisal directed against any employee for filing a report of an unsafe or unhealthful working condition or for participating in Occupational Safety and Health Program activities or because of the exercise by an employee on behalf of him/herself or others of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, 29 CFR, Part 1960, or any provision of this Agreement.

Section 2 - National Centers for Animal Health (NCAH) Safety and Health Committee (SHC)

A. The NCAH SHC will continue under terms of the Charter. Membership, responsibilities, tasks, resources, duty time, protocols and training resources identified in the charter will be followed as agreed. Any changes to the charter may be initiated by either party and will be subject to negotiations as required.

The existing charter will be available on the shared drive.

B. Union officials serving as standing members of the Committee will be provided Official time in accordance with provisions outlined in Article 31 of this agreement.

C. Employees who serve on the SHC will be coded as “regular duty time” for duties specifically assigned to them as part of the committee and for meeting attendance and preparation.

D. The principal mission of the SHC will be to assist the development and implementation of the Agency’s Occupational Safety and Health Program. The duties of the Committee are outlined in the Charter.

E. The SHC will meet at the Agency’s facilities by mutual agreement depending on circumstances. The parties will agree, the Committee may meet by means of video conferencing or teleconferencing. Additional meetings, as well as alternate meeting sites, may also be arranged as needed.

F. Union Representatives may receive additional training deemed necessary to conduct their duties of the SHC and to participate in workplace safety and health inspections. The Union reps will identify the need for the training and work closely with their supervisor to identify the method of training, the location and expected outcome assuring the most economical methods are used. This mutually agreeable training will be provided by the Agency for Union appointed members of the Committee In accordance with 29 CFR 1960.59 (b).

G. All costs for travel and per diem for Union representatives for approved Safety and Health Training will be paid as allowed by applicable law, rule, regulation, and the provisions of this Agreement.

H. The Agency will provide - in a timely manner, the results of all documented occupational environmental testing health and safety testing conducted at the facility to the Union President. These results will be sanitized and redacted to protect sensitive PII information as applicable.

I. Union participation in Safety Committees is not to be construed as a waiver of the Union's right to collective bargaining.

Section 3 - Personal Protective Equipment

A. Personal Protective Equipment (PPE), as required by appropriate Federal and/or state government (or its subdivisions) standards to protect employees from hazardous conditions encountered during the performance of their official duties, will be provided at no cost to employees required to wear PPE.

B. The Agency agrees to provide cold weather gear as needed to be able to perform required job duties for work in adverse conditions. This may include polar boots, gloves or other non-personal protective gear.

C. Assessments to determine the need for PPE will be conducted by the Agency in each work (unit) place when: a) there is a substantive change in the protocols or work environment or b) a new protocol will be established.

D. Upon request, the Union President will be given copies of all risk assessments, including findings, conclusions, and decisions, and all documents, data, and materials used as a basis for the decision.

E. If the Union disagrees with the determination of PPE requirement, it may seek reconsideration by submitting information or by showing evidence of why PPE should or should not be provided or required, or why the proposed PPE should be modified from the original determination. The Agency will promptly respond to this request for reconsideration with its final determination and supporting reasoning.

F. The Agency will provide information and training on PPE provided to the employee(s).

Section 4 - Unsafe/Unhealthy Conditions

A. Any employee, group of employees, or Union representative of employees who believes that an unsafe or unhealthful working condition exists in any worksite, has the right to report such condition to any Agency supervisor, manager, executive, the Safety and Security Unit (SSU), SHC, and the Union. An inspection of potentially serious conditions will be made within the timeframe established by applicable regulations. Appropriate testing or sampling may be required as part of the inspection under 29 CFR, 1960.28 (d) (3)).

B. At the conclusion of a review, investigation or analysis of a potential or imminent safety concern, the reporting employee will be advised that the issue is being addressed, and if/how/when it has been resolved. This information will also be shared with the Union President or designee.

C. When the Agency or other appropriate authority determines that a dangerous or potentially dangerous condition exists at a worksite, employees at that worksite will be notified as soon as practicable so that precautionary steps can be taken.

D. The Agency shall post a notice of hazardous conditions discovered in worksites as required by applicable laws, rules, and regulations. The notice shall be posted, at or near the location of the hazard and shall remain posted until the cited condition has been corrected.

Such notices shall contain a warning and description of the unsafe or unhealthful condition and any required precautions to the full extent required by applicable laws, rules, and regulations. Along with the posting, the Agency shall provide notice to the Union President or designee.

E. The Agency shall promptly abate any known unsafe and unhealthful working condition. Toward this end, any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe will be removed from service, locked-out, and/or tagged-out or rendered inoperative, as appropriate.

F. If there is an emergency situation in a worksite, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Agency shall take precautions to protect the safety and health of employees. Employees ordinarily will not be readmitted to an evacuated area until it is determined that there is no longer danger to the evacuated personnel.

G. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days. Such plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions and provided to the Union President or designee.

H. The Union President or designee will be notified as soon as practicable and consulted regarding the development and implementation of abatement plans and all personnel subject to the hazard shall be advised of interim measures in effect and shall be kept informed of subsequent progress on the abatement plan.

I. If conditions cannot be immediately corrected, the Agency will make efforts to utilize work at home agreements, or reassignments or other available measures.

J. No employee shall be allowed to work in confined or enclosed spaces without either mechanical or natural ventilation without having someone posted outside equipped with necessary protective equipment to affect a safe rescue.

K. If an employee has safety concerns about their work environment their concerns should be immediately reported to their supervisor. The supervisor will make an assessment as soon as practicable; the employee has the liberty to elevate their concerns to the next level supervisor and /or SSU in the event the immediate supervisor has failed to respond to the employee's concern.

L. An employee may notify the Union of their safety concern(s). The Union may request additional information as well as information regarding resolution of the safety concern(s).

M. Employees who are directed by the Agency to operate a government vehicle over public roads, highways, or interstate throughways shall not be required or be voluntarily permitted to:

1. Physically operating a vehicle without relief, in excess of any period of 10 consecutive hours when doing so is a violation of applicable law, rule, or regulation, except as a practical matter to reach a safe stopping point and in emergencies that pose a threat to human life or property; or
2. Operate overweight, over-length, or over-wide vehicles without proper certification, when doing so is a violation of applicable law, rule, or regulation, except in emergencies that pose a threat to human life or property; or
3. Operate overweight, over-length, or over-wide vehicles without prescribed escort vehicles as required by applicable law, rule or regulation when doing so is a violation of applicable law, rule, or regulation, except in emergencies that pose a threat to human life or property.

M. The Agency shall provide relief or assistance to employees required to lift heavy items, or to operate machinery or equipment requiring exertion beyond safe limits specified in applicable laws, rules, or regulations (20 CFR 416.967 Physical Exertion requirements).

N. Eye hazard areas, equipment, and occupations will be designated by the Agency. Industrial safety glasses, plain or prescription, will be issued at no cost if an individual is working in a designated eye hazardous area or operation.

O. Prescriptions will be provided by the employee from their own eye doctor. Prescriptions must be less than 1 year old. The Agency will provide the employee with the prescription safety glasses for use at work only.

A risk assessment will be completed to evaluate the need for prescription industrial safety glasses.

P. The Agency has the responsibility to provide adequate protections and take measures to reduce the risk and prevent heat-related illnesses and deaths. The Agency will ensure that adequate supplies of potable water are available to employees required to work out of doors in high heat conditions.

Q. There will be limited application of carpet glue, HVAC cleaning agents, paint, or other like construction or maintenance chemicals during work hours, when possible, in enclosed spaces occupied by employees.

R. Employees may request a change of duty location during the work process if they reasonably believe that their health or well-being may be affected by the work operations being conducted.

S. The Parties agree that a smoke-free work environment is essential to the health of all BUE's. Management shall continue to provide smoking areas that are currently designated for this purpose. The Union will be notified of any changes to these designated areas.

Section 5 - Imminent Danger Situations

A. The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures.

B. An employee may decline his or her assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is an insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

C. Employees will report imminently dangerous situations by the most expeditious means available to any supervisor or manager or safety officer who is immediately available.

D. The Union will be notified immediately by the Agency of all reports of imminent danger situations so that it may provide representation and assistance to employees making reports and given an opportunity to be present during any inspection. Employees and the Union will be told when the imminent danger situation will be inspected. Inspections of imminent danger situations will occur within the timeframe established by applicable regulations.

E. All Agency determinations and actions on imminent danger reports will be put in writing to the reporting employee and the Union explaining the basis for the findings and actions within the timeframe established by applicable regulations (currently with fifteen (15) business days from the date the report was made to the Agency if no inspection is to be done or within fifteen (15) business days after the completion of an inspection under 29 CFR, 1960.29(d) (4)).

F. If the conditions cannot be immediately corrected, employees will be assigned to work in a safe area.

G. If the supervisor or manager believes the condition or corrected condition does pose an immediate danger, the supervisor or manager shall request an inspection by safety specialists. The Union President or designee shall also be contacted and afforded the opportunity to be present at the time the inspection is made.

H. When the Agency has determined that the imminent danger has been resolved and employees may return to work, supervisors may verbally instruct employees to return to their work area. This will be promptly followed by the supervisor or other management official sending an e-mail or other written document notifying the employee and Union that the situation is now deemed to be corrected and the area is safe. Employees are advised that failure to follow supervisors' instructions may result in disciplinary action.

Section 6 - Environmental Differentials/Hazardous Duties

A. Environmental Differential

In accordance with 5 CFR, Part 532, Subpart E, Appendix A, the appropriate environmental differential will be paid to an employee who is exposed to an unusually severe hazard, physical hardship, or a working condition meeting the standards described under the categories stated therein.

B. Hazardous Duty Pay

1. Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provisions of OPM regulations (5 CFR, Part 550, Sub-part I).
2. The parties agree that any physical hardship or hazardous duties must be considered as part of position classification in accordance with OPM classification standards and/or regulation(s). Upon request, the Agency shall inform the employee or Union whether or not such duties were taken into account in establishing the grade of the position and how the duties affected the grade established including whether, absent those duties, the grade would have been lower.

Section 7 - Personal Security

General:

The Parties recognize that personal/property security and protection are mutual responsibilities of the employer, Union and employee and each has a role in maintaining a safe/secure working environment. The Agency's internal security practices will be focused on protecting employees' safety and the Federal Government's facilities and property.

A. The Agency shall provide to all bargaining unit employees a secure location for storing personal property. Employees are advised that for compelling reasons the Agency may access these locked storage areas. This may include but not limited to; mission requirements, security requirements safety needs and facility maintenance requirements.

B. When a secured locker/drawer is accessed when an employee is not present, the employee will be advised that their locker was opened. Normally, when a secure locker or drawer is accessed there will be two (2) individuals present.

C. The Agency shall notify all employees of incidents such as but not limited to: bomb threats, severe weather, suspicious persons/packages, active shooter, etc., received at or about any facility housing employees as soon as practicable.

D. Employees who report physically threatening situations will receive appropriate assistance from the Agency.

E. When the Agency becomes aware that an employee in the work place, has been subjected to threats, harassment, or other conduct leading to a reasonable fear on the part of the employee for the safety of the employee the Agency shall promptly discuss the matter with the employee and take appropriate action within the scope of applicable regulations and rules.

F. Employees will be provided with emergency numbers during new employee orientation and any emergency response related training. Emergency numbers will be posted prominently throughout the facility.

Section 8 - Workplace Violence

A. Violence constitutes a health and safety hazard in the workplace. Exposure to violence can result in both physical and emotional harm to employees. Although it is the employer's obligation to provide a safe and secure working environment, the Agency and Union agree to work together to prevent workplace violence and to minimize the occurrence and effects of violence in the workplace should it occur

B. All employees who report harm resulting from an incident of workplace violence shall:

1. Have access to immediate first aid and transportation to the nearest medical facility, as appropriate;
2. Have access to emotional support, including but not limited to traumatic stress debriefing and counseling under the employee assistance program(s); and
3. Be referred to the appropriate Human Resources staff member for information on filing a workers' compensation claim.

Section 9 - Emergency Preparedness Plans

A. Each post of duty for Agency employees shall have access to the (Incident Response Plan (IRP)) emergency preparedness plan that establishes procedures for safeguarding lives in the event of incidents such as: fire, earthquake, bomb threat, tornado, flood or similar natural or man-made emergency.

B. Employees may request specific information on Emergency Plans from the SSU.

NOTE: The IRP contains required elements of an occupant emergency plan available on the shared drive.

C. Supervisors shall provide annual refresher training to employees in their immediate work area to keep them current on the requirements of the IRP as it pertains to the employee's work area.

D. It is expected employees will participate in drills unless otherwise excused by their supervisor.

E. Worksite evacuation plans will be posted and available on an intranet site.

F. The Agency shall ensure that there is an emergency notification system at the worksite that allows immediate notification of employees of emergency situations.

Section 10 - Hazardous Materials

A. The Agency will maintain a current list of all hazardous materials in each location, Safety Data Sheets (SDS) are made available to employees by a fax on demand service or its successor.

B. In areas where hazardous chemicals are used, a placard will be posted indicating the fax number and a phone number.

C. Employees will be provided initial training on the safe handling and disposal of each hazardous chemical and material used in the worksite. Further training would occur if a change to the initial training has been implemented, or upon request. The Agency may include this requirement as part of the employees' performance standards.

Section 11 - Ergonomic Review of Work Area

A. Employees may request an ergonomic review of their work area and duties at any time.

B. Once the ergonomic review has been completed supervisors will review the report with the employee to determine the necessary outcomes. Ergonomic adjustments to the work area and/or equipment may be acquired if deemed necessary.

Section 12 - Indoor Air Quality

A. Employees are entitled to work in an environment containing safe and healthful indoor air quality. The Agency shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by Federal regulatory agencies such as OSHA, EPA, and GSA.

B. On-site investigations/inspections will be conducted when a problem concerning indoor air quality or building related illness is formally brought to the agency's attention. These investigations/inspections shall meet the criteria of established government wide rule or regulations including OSHA protocols.

C. The Agency will make reasonable efforts to maintain comfortable indoor work temperatures. Employees who are uncomfortable with those temperatures may suggest and request temporary provisions to assist them in maintaining a comfortable working environment.

Section 13 - Wellness Program

Employee wellness and the investment in programs to maintain employee health, contribute directly to sustained productivity and reduction of lost employee time due to illness. Therefore, the Agency will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries, health screenings, and exercise.

Article 27
TRAINING

Section 1 - General Provisions

A. The Agency and the Union agree that the training and development of employees is of critical importance in carrying out the mission of the Agency. Therefore the Agency will make available to employees the training necessary for the basic performance of the employees' assigned duties.

B. Nothing in this section is intended to interfere with applicable merit promotion or career advancement procedures.

Section 2 – Reimbursement of Training Costs

A. The Agency will pay all approved expenses, including tuition and travel, in connection with training required by the Agency to perform the duties of an employee's current position or a position to which an employee has been assigned. The Agency will reimburse employees all approved travel costs and expenses incurred for taking training required by the Agency, consistent with applicable law, rules and regulations.

B. When an employee requests elective training, the Agency, upon approval of such training, will reimburse authorized expenses for such training, at a facility the Agency has approved, when the following conditions have been met:

1. The training has been applied for on an SF-182 (or designated form) and approved in advance;
2. Such training is related to the employee's current position, training that will improve the employee's ability to perform his/her current job or a job the employee has been selected to fill through merit promotion
3. Existing training programs within the Agency will not adequately meet the training need;
4. Establishing a new training program in house to meet the need effectively, is not feasible;
5. Reasonable inquiry has failed to disclose the availability of a suitable and adequate program elsewhere in the government; and
6. The approval of such training is in the best interest of the employee and the Agency.

Section 3 - Selection for Training

When there are Agency approved training opportunities the selection for the training will be made, first consistent with the needs of the mission, in a fair, equitable, and impartial manner.

Section 4 - Reassignments and New Assignments

When employees are reassigned to new positions or assigned new duties in connection with their current positions, the Agency will provide the training necessary to enable employees to perform all required duties.

Section 5 - Scheduling Training

When training requests are approved by management, employees normally will be granted absences from work to attend approved training. Schedule adjustments will be made to accommodate an employee's training or educational program. Training will be completed on duty time.

Section 6 - Training Information

The Agency shall inform employees about required training. This notification shall include training that is required to maintain certifications outlined in the employee's position description that are required to maintain employment.

Section 7 – Notification

- A. Employees will be notified of approval or disapproval of training requests prior to the starting date of the training. If the employee is not selected the reason for disapproval will be provided upon request.
- B. When an employee's request for training is disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. The Agency will give consideration to resubmitted requests, but may disapprove due to higher training priorities.

Article 28
MERIT PROMOTION

Section 1 - Purpose

The parties agree that merit promotion principles are applied in a consistent manner, with equity to all employees, and without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, age, or sexual orientation and shall be based solely on job-related criteria.

Section 2 - Actions Covered By Competitive Procedures

In accordance with 5 CFR, 335.103, competitive procedures will apply to the following types of personnel actions subject to the exceptions explained in Section 3:

1. Promotions,
2. Temporary promotions for more than one hundred twenty (120) calendar days,
3. Details over one hundred twenty (120) calendar days to higher graded positions or to positions with known promotion potential,
4. Selection for training which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for a promotion as specified in 5 CFR, 410.302.
5. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in competitive service. Exceptions are actions permitted by reduction-in-force regulations,
6. Transfer to a higher-grade position or with more promotion potential than a position previously held on a permanent basis in the competitive service,
7. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a previously held on a permanent basis in competitive service.

Section 3 - Actions not Covered by Competitive Procedures

In accordance with 5 CFR, 335.104, competitive procedures will not apply to the following personnel actions which are exceptions to Section 2 above:

1. Career Ladder Promotions: Career ladder promotions are permitted when an employee is appointed or assigned to any grade level below the established full performance level of the position (i.e., the position has a documented career ladder and promotion potential). These promotions may be made non-competitively for any employee who entered the career ladder by:

- a. Competitive procedures;
- b. Competitive appointment from a certificate of eligibles (through OPM or delegated examining authority);
- c. Non-competitive appointment under special authority; such as conversion of Pathways Program or similar program(s), appointment of former ACTION Volunteers or Peace Corps volunteers, conversion of a Veterans Recruitment Authority (VRA) appointee and Presidential Management Fellows.

2. Promotion Based on Reclassification when:

- a. No significant change occurs in the duties or responsibilities of the position and the position is upgraded due to issuance of a new classification standard, or the correction of a classification error; or
- b. The position is upgraded due to accretion of additional duties and responsibilities and the following provisions are met:
 - i. The duties of the former position are absorbed into the new position
 - ii. The new position has no promotion potential;
 - iii. The additional duties and responsibilities assigned or accrued by the incumbent do not adversely affect or impact other positions in the organizational unit;
 - iv. The new position is not a reclassification from nonsupervisory to supervisory status; and
 - v. The accretion is supported by a written analysis of the position which may involve a position review including written, face-to-face, and/or telephonic reviews with the employee and/or the employee's supervisor, or other fact gathering method.

3. Permanent Promotion: to a position held under a temporary promotion when:
 - a. The assignment was originally made under competitive procedures;
 - b. It was known to all competitors at the time of original appointment that the assignment may lead to a permanent position.
4. Temporary Promotion:
 - a. Of an employee for less than one hundred twenty (120) calendar days;
 - b. promotion for more than one hundred twenty (120) calendar days to a grade level previously held on a permanent basis, unless the employee was demoted for reason related to performance or misconduct.
5. Placement as a Result of Priority Consideration: when the referral is a remedy for candidates not given proper consideration in a competitive promotion action.
6. Reduction in Force Placements: which result in an employee receiving a position with higher promotion potential will not occur unless an employee currently holds or previously held the higher grade on a permanent basis in the competitive service.
7. Promotion to a Grade Previously Held: on a permanent basis in the competitive service, from which the employee was separated or demoted for other than performance or conduct reasons and not at the employee's request.
8. Promotion, Reassignment, Demotion, Transfer, Reinstatement, or Detail to a Position Having Promotion Potential: no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement approved under 5 CFR, 6.7 and did not lose because of performance or conduct reasons.
9. Promotion as a Legal Remedy: as ordered and agreed upon in a legal or administrative proceeding.
10. Details: for one hundred twenty (120) calendar days or less to a higher graded position or to a position with known promotion potential.

Section 4 - Temporary Promotions

A. Bargaining unit employees will not be detailed and/or temporarily promoted to higher graded positions or positions with known promotion potential for more than a cumulative total of one hundred twenty (120) calendar days during any twelve (12) month period without the use of competitive procedures.

B. Temporary promotions for qualified and eligible bargaining unit employees will take effect the date requested on the SF 52, or as soon as possible thereafter. Employees must be doing the full scope and performance of the position and be eligible to meet OPM qualifications for temporary promotions. Short term “acting” positions are not considered for temporary promotions.

C. Details to higher grades will not be interrupted for the purpose of avoiding temporary promotions.

D. Temporary promotions for more than one hundred twenty (120) calendar days will be advertised and competed in accordance with OPM regulations.

Section 5 - Priority Consideration

A. An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive placement action, must be given priority consideration for the next vacancy that the agency elects to fill, in the same series, grade(s), promotion potential, and location as the one for which consideration was lost. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures. If selected on the basis of priority consideration, the employee is promoted or reassigned noncompetitively. If the employee refuses priority consideration, the employee forfeits his/her entitlement to the priority consideration.

B. The selecting official will exercise priority consideration for specific and identified eligible employee(s) prior to selection from a competitive certificate as directed. (If applicable, an employee will have received written notification by the authorized Agency official indicating their eligibility of priority consideration.) If the eligible employee is not selected, the employee will be given, (in writing or by e-mail), the reason for non-selection. Copies of the notice will also be provided to the Union and Human Resources Office.

Section 6 - Involuntarily Demoted Employees

A. Employees who are involuntarily demoted in the Agency without personal cause due to the following events are entitled to consideration for re-promotion before using competitive procedures:

1. An error in the prior classification of a position;
2. A change in classification standards without a change in duties and responsibilities;
3. A change in duties and responsibilities caused by a gradual erosion or by management action; or
4. The application of reduction in force procedures.

B. Grade retention entitlement lasts for a period of 2 years and applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

Section 7 - Scope of Competition

A. Area of consideration for the vacancy will be determined by the agency and will be broad enough to reach a high quality applicant pool while meeting its obligations under the Agency's Outreach and Diversity objectives.

B. The Agency may consider the use of an area of consideration limited to the local commuting area prior to opening a separate case examining announcement open to all U.S. citizens.

Section 8 - Vacancy Announcements

A. Publication of vacancies will be made through the Government-wide electronic recruitment site; currently www.usajobs.gov (or its successor). In addition, the local Human Resources staff will continue to provide notification of ARS/NADC vacancies to employees through the e-mail system.

B. Notification of amendments, cancellations, or other changes to the vacancy announcement will be accomplished through the government electronic recruitment site.

C. Announcements for Bargaining Unit vacancies will be posted for a minimum of fourteen (14) calendar days prior to closing date. By mutual agreement the posting period can be adjusted.

D. Vacancy announcements will include:

1. Statement of nondiscrimination;
2. Announcement number and posting and closing dates;
3. Title(s) title(s), series and grade(s);
4. Anticipated number of (i.e. multiple) vacancies to be filled;
5. Area of Consideration;
6. Type of test(s) to be used, if any;
7. Description of promotion potential, if any;
8. When using an automated recruitment system, each factor/question used to determine the basic eligibility and/or best-qualified candidates will be included on each announcement

9. Geographic and organizational location;
10. If relocation expenses will or will not be authorized;
11. Summary of the duties of the position;
12. Summary of eligibility and qualification requirements;
13. Permanent or temporary nature, and, if temporary, the duration and if the promotion may be made permanent;
14. Contact information of the Human Resources staff member relating to the announcement;
15. Special working conditions, such as tour of duty, travel requirements, expected overtime, physical requirements, background investigations, etc.;
16. The different levels at which the position may be filled if it is a multiple-level announcement;
17. Additional specific information relevant to the evaluation of the candidates, such as writing samples, portfolios;

Section 9 - Open and Continuous Announcements

- A. Open continuous announcements may be used.
- B. An employee may file at any time as outlined on the vacancy announcement for open continuous announcements.

Section 10 - Application Process

- A. Employees will follow the requirements for filing an application as outlined in the vacancy announcement.
- B. The Parties agree to encourage Bargaining Unit employees to take the initiative to become familiar with the current electronic application process/technology identified at the link above and the associated tools available therein. This will help them set up their profiles, apply for vacancies and to become aware of what they can expect once the application process is initiated.
- C. Employees may contact the local HR staff for assistance.
- D. Periodically, training will be provided with regard to the electronic application process. Times and dates will be mutually agreed upon.

E. It is the employees' responsibility to be aware of open vacancy announcements and to meet application requirements for each announcement.

F. Employee who are away from their normal duty station for extended periods of time, but are interested in vacancies that may occur are encouraged to:

1. Check their usajobs@opm.gov site for vacancy information,
2. Contact the local HR staff and inquire about any vacancies,
3. Call the OPM job line at 202-606-2700.

Section 11 - Interviewing

If interviews are used, they must be job-related, reasonably consistent, and fair to all candidates. Also, if interviews are used, candidates will be interviewed if reasonably available, in person or by telephone where circumstances warrant.

Section 12 - Selection

A. The selecting official has the right to select or not select any candidates referred. However, the selecting official will give consideration to the candidates' fitness and qualifications, without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, sexual orientation, or age. The selection shall be based solely on job-related criteria.

B. Upon request, documents relied upon for the selection process will be provided to the Union. Request must be made no later than thirty (30) calendar days from the date of notification of selection/non-selection.

Section 13 - Release and Notification of Applicants

A. Human Resources will work with program officials to establish mutually agreeable release dates based on mission and program requirements. Normally, a promotion will be effective not more than thirty (30) days from the date of selection.

B. Employees may be required to provide support to the losing work unit for up to thirty (30) days from date of selection and/or as mutually agreed to between program officials. When local workforce and program conditions permit, an employee will be released no later than 2 complete pay periods for reassignments, following the selection.

C. When an employee is nearing the end of a waiting period for a within-grade increase, the employee may request the agency consider delay in the processing of the promotion action to obtain maximum benefit of the promotion. Actions will not be delayed for more than thirty (30) days.

Section 14 - Career-Ladder Promotions:

A. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they have:

1. Met the time-in-grade requirements, AND
2. Have successfully met the requirements of the current and the next higher grade in the areas in which they have been provided an opportunity and the work is available to perform.

B. If a supervisor's review leads to the conclusion that the employee's performance does not warrant a promotion or that other factors exist that may delay a promotion, the supervisor will provide notice to the employee during the mid-year performance discussion and annual performance discussion. The discussion will explain where the employee's performance is lacking and advise what the employee must do to qualify for the promotion.

Section 15 - Compensation

An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

Section 16 - Promotion Records for Unit Positions

In accordance with 5 CFR, 335.103, a file sufficient to allow for reconstruction of the competitive action will be kept for 2 years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be kept pending final decision of the grievance or complaint.

Article 29 OFFICIAL RECORDS

Section 1 - Official Records and Files

No personnel records may be collected, maintained, or retained except in accordance with law, government wide regulations, Agency regulations, and this Agreement. All personnel records are confidential and shall be known or viewed by officials only with a legitimate need to know for the performance of their duties; they must be maintained in a secure location.

Section 2 - Access to Records

A. During normal duty hours, employees and/or their representative(s) designated in writing, shall have the right to examine records personally identified to the employee (i.e. eOPF, EEO, evidence files, appeal and grievance records), position descriptions, and performance standards. Employees, or their representative(s) designated in writing, may receive copies of personally identified records or documentation. Employees will need to gain supervisory approval prior to leaving the work area to examine their records.

B. The employee shall have the right to prepare and enter a concise statement of disagreement with any document filed in their eOPF. Nothing in this section shall negate an employee's right to grieve any matter.

C. Employees may contact the local Human Resources department for needed assistance in gaining access to their eOPF.

Section 3 - Outdated Records

A. All official personnel records shall be purged and information disposed of in accordance with appropriate records control schedules.

B. Each facility will maintain a system of follow-up to assure that any disciplinary or similar action with a time limit, is removed from the employee's eOPF on the proper date.

C. If any outdated or unauthorized material is accidentally left in a file, it may not be used to support any personnel action detrimental to the employee.

Section 4 - Supervisory Notes

A. Individual files on each employee, not approved by the Agency as an official system of record, will not be kept by management officials at any level.

B. Subject to Paragraph C, if supervisors make a personal decision to keep notes on employees, the notes or files:

1. must be absolutely uncirculated, will be viewed only in accordance with official agency business and/or a need to know basis, and
2. must be maintained in secure fashion in order to prevent disclosure.

C. Supervisory notes may only be used to support any action detrimental to an employee if such note(s) have been shown and provided a copy to the employee at the earliest available time after cited incident or event involving the employee. Note(s) can be provided to an appropriate management official with a legitimate need to know for the performance of their duties.

D. The time frames for retaining supervisory notes will be up to 1 year, unless used in a personnel action.

E. The employee shall have the right to prepare and enter a concise statement of disagreement with any supervisory note provided to the employee.

Article 30
DUES WITHHOLDING

Section 1 - Eligibility - Bargaining Unit Employees

Any bargaining unit employee may have dues deducted through payroll deductions. Such deductions will be discontinued only when the employee leaves the unit of recognition, ceases to be a member in good standing of AFGE, or submits a timely revocation form under the procedures of this article.

Section 2 - Union Responsibilities for Bargaining Unit Employees

A. The Union agrees to inform the Agency, in writing, of the following:

1. The dues amount(s) or changes in the dues amount(s),
2. The names of the Union officials responsible for certifying each employee's authorization form, the amount of dues to be withheld, and changes in allotments, and
3. The name and address of the payee to whom the remittance should be made.
4. The Union agrees to notify dues paying members of any increases in dues and to advise them of the reasons for the change.

B. The Union agrees to promptly forward completed and certified form(s) to the appropriate administrative office.

Section 3 - Agency Responsibilities for Bargaining Unit Employees

A. It is the responsibility of the Agency to:

1. Process voluntary allotments of dues in accordance with this article and in amounts certified by the Union,
2. Withhold employee dues on a bi-weekly basis, and
3. Transmit remittance to the local allottee designated by the Union in accordance with this article, as expeditiously as possible at the end of each pay period, together with two copies of a listing containing the following information:
 - a. Identification of active employees for whom allotments have been temporarily stopped and identification of those which are a final deduction because of termination or transfer.

B. The Agency will process the changes and make them effective no later than 3 pay periods from notification of the change.

C. Electronic transfer of funds is authorized for the transmittal of Union dues.

D. The Agency agrees to withhold Union dues from a back pay award granted to an employee who was terminated and was on dues withholding at the time of a termination. The amount withheld from the back pay award will be calculated from the date of termination until the employee's date of reinstatement. The employee will be made whole and continue in the status quo bargaining unit and dues paying status they were in at date of termination upon their return to duty.

E. The Agency agrees to withhold Union dues from a back pay award to an employee who was on dues withholding at the time of a suspension.

Section 4 - Procedures for Withholding for Bargaining Unit Employees

Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF-1187 (Request for Payroll Deductions for Labor Organization Dues) to the Union designated officials. These officials will certify the form and include the amount of dues to be withheld. The certified SF-1187 will be forwarded to the appropriate administrative office for processing. The deduction will become effective at the beginning of the first pay period that begins three or more workdays after the SF-1187 was submitted to the appropriate administrative office.

Section 5 - Cancelling Dues Withholding

A. The Union or the local servicing personnel office will provide the appropriate designated form to employees upon request. An employee may cancel dues withholding once per year, by submitting the appropriate designated form, timely, to the Union.

B. The Union official will determine the anniversary date of the allotment by referring to the original form. The ending date of the pay period in which the first anniversary date occurs will be entered on the form.

C. Employees may discontinue dues withholding after the 1 year statutory requirement for dues withholding has been met.

D. Employees may rejoin the Union by resubmitting a new form. A new 1 year statutory period for dues withholding will then be established based on the new sign up date.

Section 6 - Continuation of Dues for Bargaining Unit Employees

A. When an employee is detailed or temporarily promoted out of the bargaining unit, Union dues withholding will restart automatically when the employee returns to the bargaining unit.

B. When an employee is detailed or by other personnel action placed in a bargaining unit position, the employee shall have all the rights of the bargaining unit, including the right of dues withholding.

C. Any time Agency officials request the appropriate administrative office in writing to discontinue an employee's dues withholdings because the employee has left the unit of recognition (e.g., promotion or reassignment), a copy of such request shall be provided to the Union. Where a dispute arises over whether or not the person has left the unit, the procedures outlined in Section 7 will be used.

Section 7 - Position Determination

A. When there is a dispute regarding whether a bargaining Unit position is "covered by" a bargaining unit or not, the employee's dues paying status will continue status quo until the issue is resolved.

B. The parties will discuss the issue until a decision is reached, either through mutual agreement or the formal clarification of unit petition process.

Section 8 - Costs

All payroll deductions and transmittals will be made at no cost to the Union.

Article 31 OFFICIAL TIME

Section 1 - Purpose

The parties recognize that good communications are vital to positive and constructive relationships between the Union and Management. These communications should facilitate and encourage the amicable settlement of disputes between employees and Management involving conditions of employment and should contribute to the effective and efficient conduct of public business. They further recognize that this unit is large and complex and requires Union coordination of its representational activities at several levels. Thus, official time shall be granted in amounts specified by this Agreement or otherwise negotiated for the purpose of:

1. Handling grievances and other complaints,
2. Handling other representational functions; or
3. Engaging in appropriate lobbying functions.

Section 2 - Duty-Time Activities

For the following matters, Union representatives will be on duty time:

1. All activities relating to Partnership/Labor Management Forum (LMF),
2. For cases in which a Union representative is designated as the employee's representative, preparing or presenting appeals to the Merit System Protection Board (MSPB).

NOTE: If a Union representative is chosen by an employee to be a personal representative handling discrimination claims under EEOC procedures the personal representative is entitled to official time (29 CFR, 1614 605 (b)). Union official time is not permitted in this capacity.

Section 3 - Performance Evaluation

The use of official time, in accordance with this Agreement, will not adversely affect an employee's performance evaluation.

Section 4 - Allegations of Abuse

Alleged abuses of official time shall be brought to the attention of an appropriate Management official on a timely basis by supervisors and Management officials. The Management official will then discuss the matter with the Local president or District 8 National Vice President representative as appropriate.

Section 5 - Official Time

A. The Union will receive an allotment of hours equal to 4 hours per pay period calendar year for each bargaining unit employee represented by the local Union.

B. The Union President will assign and monitor the utilization of official time.

C. The Union representative will receive prior approval from their immediate supervisor or designee to perform representational duties before leaving the work area.

Article 32 CONTRACTING OUT

Section 1 – General

A. The provisions of this Article concern contracting out of work currently performed by Bargaining Unit employees.

B. The intent of this Article is not to impede the day to day private sector contracts for work that are currently or likely to be determined to be necessary for limited time periods or for specific work projects; including but not limited to; lack of personnel, lack of specialized skills or equipment, etc.

Section 2 - Periodic Briefings

If a decision is made to contract out Bargaining Unit positions, periodic briefings will be held with the Union to provide information concerning any decisions that may impact unit employees in implementing OMB Circular A-76.

Section 3 - Site Visits

The Agency will notify the Union if a site visit is going to be conducted for potential bidders seeking contracts for work performed by unit employees. A Union representative may attend such a site visit. The Union will be free to participate in the process but will not disrupt the site visit.

Section 4 - Union Notification

When the Agency determines that unit positions will be contracted out, the Agency will notify the Union to provide them an opportunity to request to negotiate as appropriate.

Section 5 - Employee Placement

When permanent employees are adversely affected by a decision to contract out, the Agency will make maximum effort to find available positions for employees.

This effort will include:

1. Giving priority consideration for available positions within the Agency,
2. Utilize Interagency Career Transition Assistance Program (ICTAP), Career Transition Assistance Program (CTAP),
3. Establishing an employment priority list and a placement program, and

4. Paying reasonable costs for training and relocation that contribute to placement in accordance with Agency regulations.

Section 6 - Inventory of Contracted Activities

The Agency will notify the Union of Bargaining Unit positions subject to contracting out. Upon request, a summary copy and/or a completed cost comparison will be made available to the Union.

Article 33
REDUCTIONS IN FORCE

Section 1 - Purpose

A. The Agency and the Union recognizes that unit employees may be seriously and adversely affected by a Reduction in Force (RIF), reorganization, or transfer of function action. The Agency, and the Office of Personnel Management, (OPM) recognizes that attrition, reassignment, furlough, hiring freeze, and early retirements are among the alternatives to RIFs that may be available. This article describes the exclusive procedures the Agency will take in the event of a RIF, reorganization, or transfer of function as defined in this article. It is also intended to protect the interests of employees while allowing the Agency to exercise its rights and duties in carrying out the mission of the Agency.

B. Recognizing the potential disruptive impact that a RIF may generate; the Parties agree to use RIF after careful consideration, and utilization when possible, of less invasive tools such as those described above.

Section 2 - Definition

For the purpose of this article, the following terms are defined in law and regulations and are included for informational purposes:

A. Reduction-In-Force (RIF)

When the Agency releases a competing employee from his/her competitive level by furlough for more than thirty (30) calendar days, or of more than twenty-two (22) discontinuous workdays, separation, demotion, or reassignment requiring displacement when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, or reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after the Agency has formally announced a RIF in the employee's competitive area and when the RIF will take effect within one hundred eighty (180) days.

B. Transfer of Function

A transfer of function occurs when a function ceases in one competitive area and moves to one or more competitive areas which do not perform the function at the time of the transfer. Also included, the movement of an entire work operation to another commuting area.

C. Reorganization

Reorganization is the planned elimination, addition, or redistribution of functions or duties of an organization or work unit.

D. Competitive Area

An area in which employees compete for retention is known as a Competitive Area. A competitive area must be defined solely in terms of the Agency's organizational units and geographical location; and it must include all employees within the competitive area as defined.

E. Competitive Level

The Parties agree that OPM regulations fully define competitive level. Employees are assigned to competitive levels based on their position of record. Positions in a competitive area that are in the same grade (or occupational level) and classification series, and which are similar enough in duties, qualification requirements, pay schedules, and working conditions. The incumbent of one position can successfully perform the critical elements of any other position upon entry, without any loss of productivity beyond what is normally expected in the orientation of any new but fully qualified employee. (The terms competitive level and retention register generally have the same meaning.)

F. Retention Register

The retention register is the ranking of employees in the competitive level after the Agency applies the 4 retention factors. The 4 retention factors are: tenure of employment, military preference (subject to section 5 CFR, 3501 (a) (3)), length of service, and performance rating. (The terms competitive level and retention register generally have the same meaning.)

G. Bump and Retreating

Bumping means the displacing an employee on a different competitive level who is in a lower tenure group, or in a lower subgroup with the released employee's own tenure group.

Retreating means the displacing of an employee on a different competitive level with less service within the released employee's own tenure group and subgroup.

H. Identification Method One and Identification Method Two

Under Identification Method One procedure, the losing competitive area identifies an employee with a transferring function if: the employee performs the function during at least half of the employee's work time; or regardless of the amount of time that the employee performs the function, the function includes the duties controlling the employee's grade or rate of pay.

Under Identification Method Two procedure, the losing competitive area identifies for transfer the number of employees it needs to perform the functions. The losing competitive area uses Identification Method Two only to identify positions and employees not covered by Identification Method One.

Section 3 - Applicable Laws and Regulations

For purposes of Title 5 employees, the policy, procedures, and terminology described in this article are to be interpreted in conformance with 5 USC, 3501-3504, 5 CFR Part 351, and other applicable government-wide laws and regulations. Any changes or revisions to the published procedures will be subject to normal notification and negotiation protocols.

Section 4 - Application

The Agency agrees to fairly and equitably apply this article and any laws or regulations relating to any matter in this article.

Section 5 - Union Notification

Management officials of the National Animal Disease Center (NADC) at Ames shall be responsible for properly notifying the Union President or designee in conjunction with any of the actions described in this article.

A. For actions covered by this article, the Agency agrees to notify the Union as described below.

1. Management will notify the Union at the earliest possible date, but no later than ninety (90) calendar days prior to the effective date.
2. All notices to the Union will be given in writing prior to any notice to affected unit employees.

B. The notice to the Union under this section shall consist, at a minimum, of the following information:

1. The reason for the action;
2. The approximate number, types, and geographic location of position(s) initially affected; and
3. The approximate date of the action.

Section 6 - Freezing of Vacancies

The Agency will freeze all relevant vacant positions within NADC at Ames IA, sixty (60) days prior to the effective date of a RIF. The Agency may elect to fill vacancies after the conclusion of the RIF actions initiated during the life of the RIF. When the Agency decides to fill a vacant position after the effective date of the RIF, whether previously frozen by virtue of RIF or in the creation of new vacancies, employees who have been demoted through the application of RIF procedures will be offered the vacancy provided the employee is qualified or has been given a waiver of qualifications for the intended position. Employee entitlement to this special consideration shall be determined in accordance with the Merit Promotion Article 28, of this Collective Bargaining Agreement.

Section 7 - Employee Notification

An individual employee who is adversely affected by actions stated in this article shall be given a specific written notice not less than sixty (60) calendar days prior to the effective date of the action. All such notices shall contain the information required by the OPM regulations in addition to the information required by this article.

Section 8 - Content of Employee Notices

The content of the specific notice shall include the following information:

1. The specific action to be taken;
2. The reason for the action;
3. The effective date of action;
4. The employee's competitive area, competitive level, subgroup and service date, and the 3 most recent ratings of record received during the last 4 years;
5. The place where the employee may inspect the regulations and records pertinent to his/her case;
6. Information on reemployment rights (except as permitted by 5 CFR, 351.803 (a)); and
7. The employee's grievance or appeal rights.

Section 9 - Employee Information

The Agency shall provide information and assistance to impacted employees by:

1. Informing all employees of the extent of the affected competitive area, the regulations governing such action, and the kinds of assistance provided to affected employees;
2. Notifying employees of all regular competitive vacancies the Agency wishes to fill by advertising on USAJobs.gov or its successor.
3. Conducting a placement program within the Agency, in accordance with applicable government wide rules/regulations. The placement program will include counseling for employees by qualified personnel on opportunities and alternatives available to affected employee(s).

Section 10 - Personnel Files

At the written request of an employee, the Union may review any bargaining unit employee's eOPF if the employee believes that the information used to place him/her on the retention register is inaccurate, incomplete, or not in accordance with laws, rules, regulations, and provisions of this article.

Section 11 - Records

- A. The Agency will maintain all lists, records, and information pertaining to actions taken under this article for at least 1 year in accordance with applicable rules and regulations after the date it issues a specific reduction in force notice.
- B. A copy of the retention register will be made available to the Union at the earliest possible time. In addition, the Union is entitled to see employee requested Agency records that detail their bump and retreat records.
- C. An employee who has not received a specific reduction in force notice has no right to review the Agency's retention registers and related records.

Section 12 - Employee Use of Authorized Time and Agency Facilities

A. Employees who are identified for transfer of function or separation as a result of RIF under this article shall be entitled to reasonable amount of duty time, (at least forty (40) hours) for:

1. Preparing, revising and reproducing job resumes and/or job application forms;
2. Participating in employment interviews;
3. Using the telephone to locate suitable employment; and
4. Reviewing job bulletins, announcement, etc.

B. Such employees will also be entitled to reasonable use of the following facilities and/or services for the purpose of locating suitable employment: telephone, reproduction equipment, interagency messenger mail, email, and counseling (employee assistance program(s)).

Section 13 - Performance Appraisals

Annual performance appraisals for purpose of retention standing will be frozen thirty (30) days prior to the issuance of the notice of action. The 3 latest annual appraisals of record during the 4 year period prior to the cut-off date for accepting performance ratings will be used to determine eligibility for additional credit toward an employee's service computation date. To be credited under this section, an appraisal must have been issued to the employee with all appropriate reviews and signatures and must be on record.

Section 14 - Career Transition Assistance Program and Inter-Agency Career Transition Assistance Program

A. The Agency will notify employees of the services available under its Career Transition Assistance Program (CTAP) and Inter-Agency Career Transition Assistance Program (ICTAP) and how to obtain them.

B. The Agency will notify eligible employees of their selection priority consideration in USDA and other Federal agencies under the Agency CTAP and ICTAP if they apply and are found to be well qualified.

Section 15 - Employee Response to Specific Notice

Upon receipt of specific notice notifying the employee that he/she is offered a reassignment or change to lower grade or will be released from his/her competitive level, the employee shall have 7 calendar days in which to accept or reject the offer made. If a position with a higher representative rate or grade (but not higher than the rate or grade of the employee's current position) becomes available on or before the effective date of the RIF, the Agency will make the better offer to the employee. However, making the better offer will not extend the sixty (60) day notice period.

Section 16 - Displaced Employees

The Agency shall provide any employee to be separated by RIF or transfer of function with the appropriate contact information regarding unemployment benefits available to them.

Section 17 - Details

Employees on detail will not be released during a RIF from the position to which they are detailed but, rather, from the affected employee's permanent position of record.

Section 18 - Transfer of Function

This section only applies when a transfer of function is used.

A. When a transfer of function occurs, the Agency will first solicit qualified volunteers for transfer from among those employees in positions that have been identified for transfer only if no competing employee who is identified under Identification Method One or Identification Method Two will be separated or demoted solely because a volunteer transferred to the gaining competitive area. If there are not enough qualified volunteers from among these affected employees, the Agency will solicit qualified volunteers from the competitive area.

B. If the total number of employees who volunteer for transfer exceeds the total number of employees required to perform the function in the competitive area that is gaining the function, the losing competitive area may give preference to the volunteers with the highest retention standing, or make selections based on other appropriate criteria. In the event there are not enough volunteers for the transfer, the agency will identify employees for transfer according to Identification Method One and/or Identification Method Two.

C. Whenever possible, affected employees who do not volunteer to be transferred shall be reassigned to vacant positions within the competitive area for which the employee is qualified and which the Agency has determined to fill.

Section 19 - Re-promotion Rights of Affected Employees

For a period of 2 years from the date of demotion, affected employees demoted by an action covered by this article will be re-promoted to vacancies as they occur according to the following criteria:

1. The Agency determines to fill the vacancy;
2. The employee has the requisite skills and abilities for the position without undue interruption; and,
3. Another qualified employee does not have a higher retention standing.

Section 20 - Re-employment Priority Rights of Affected Employees

A. The Agency will inform employees of their right and responsibility to complete a re-employment application. The Agency will provide the employee with a point of contact for personal assistance with the re-employment application.

B. Career and career-conditional employees, who have received a specific RIF separation notice or a Certificate of Expected Separation and submit a complete Re-employment Priority List (RPL) application to Human Resources, will be entered on the USDA RPL for the commuting area in which they are qualified and available. Agency components must use the RPL in filling vacancies before offering employment to an individual from inside or outside the agency, unless it meets one of the exceptions in 5 CFR, 330.211. Employees may remain on the list for 2 years from the date of RIF separation unless removed earlier based on the occurrence of one of the events in 5 CFR, 330.208

Article 34
MID-TERM BARGAINING

Section 1- Purpose

A. This Article shall be administered in accordance with 5 USC, Chapter 71, and this Agreement. The purpose of this Article is to prescribe the criteria and procedures by which the Parties shall engage in negotiations during the term of the Agreement.

B. Matters appropriate for mid-term bargaining shall include those issues within the scope of bargaining, as proposed by either Party which are either newly formulated, or substantive changes which affect working conditions.

Section 2- Procedures for Negotiating During the Term of the Agreement

A. Either Party may propose changes in conditions of employment during the life of the Agreement which is not already covered specifically by the Agreement. The initiating Party will provide the other Party with reasonable advance written notice, not less than 10 business days prior to the proposed implementation date, of any change affecting conditions of employment.

B. The notice will, at a minimum, contain the following information:

1. A detailed description of the change;
2. An explanation of the initiating Party's plans for implementing the change, and a description why the change is necessary, (if known); and
3. The proposed implementation date.

C. Employer notices of change(s) will be sent to the Local President or designee and any request to bargain and/or written proposals from the Union will be sent to the Center Director, or their designee, and Labor Relations Officer or designee.

D. Either party may request to be briefed on the proposed change(s) prior to the demand to bargain notice is submitted.

1. The receiving Party will review the proposal and may respond to the initiating party in the following ways:
 - a. If the receiving Party wishes additional information or an explanation of the proposal, that Party may, within 5 business days of receipt of the notice, make a written request for a briefing (informal discussion) by the initiating Party, and/or for additional information, in order to clarify or determine the impact of the proposed change; or

- b. If the receiving Party wishes to negotiate over any aspect of the proposed change, it shall notify the other Party by submitting a demand to bargain within 10 business days of receipt of the notice. Proposals will follow within 10 business days after the demand to bargain is submitted. If the initiating party is unable to meet within the prescribed time frames the timelines can be extended.
- c. Upon request by the receiving Party, the Parties will meet (the preferred meeting will be face to face but teleconference or other technologies may be utilized by negotiators outside of Ames, IA) and negotiate in good faith through appropriate representatives for the purpose of collective bargaining as required by law and this Agreement.
- d. Following this request to negotiate, the Parties will schedule a meeting to begin negotiations as soon as possible, normally no later than fifteen (15) business days from the receipt of the receiving Party's proposal. Implementation shall be postponed to allow for the completion of bargaining, up to and including negotiability disputes and/or impasse proceedings, except as required by law.
- e. An emergency is an unforeseen combination of circumstances or the resulting state that calls for immediate action. In the case of an emergency, management will notify the exclusive representative prior to meeting with employees, and will meet their bargaining obligation. The Union understands that, under rare and extraordinary circumstances, delayed notification and post implementation bargaining may be necessary.

E. The parties agree to establish written ground rules for the above proceedings.

F. Agreements reached between parties will be in writing and submitted for Agency Head review. If no conflict with law, rule or regulation is found upon Agency Head review of the Agreement, the Branch Chief, Labor Relations or designee, will notify the Union and the agreement will take effect upon notification.

Article 35
DURATION OF AGREEMENT

Section 1 – Duration of Agreement

A. The effective date of this Agreement shall be the date of approval by the Director, Office of Human Resources Management (OHRM), Office of the Secretary of Agriculture, or on the 31st day after execution of the agreement, if the Director or designee has neither approved nor disapproved the Agreement.

B. It shall expire 3 years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing on the anniversary date of the original effective date unless either party serves written notice of its desire to terminate or modify this Agreement. Written notice will be served no less than sixty (60) calendar days prior to the expiration date and not more than one hundred twenty (120) calendar days.

C. Pursuant to section B. of this Article, the parties shall meet within ninety (90) calendar days of the receipt of notice to terminate or modify the Agreement. Upon notification the parties agree the Agreement will be extended until the effective date of the modified Agreement.

1. The current agreement shall remain in effect until the new agreement is executed.
2. The parties agree to establish written ground rules for the negotiation process.