

# Collective Bargaining Agreement

Between



Federal Emergency Management Agency (FEMA)

And

American Federation of Government Employees  
(AFGE)

Local 4060

Agreement Date: December 5, 2016

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## **ARTICLE 1: RECOGNITION AND COVERAGE**

### **SECTION 1. PREAMBLE**

This Agreement is entered into, by and between the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and American Federation of Government Employees (AFGE), AFL-CIO. Collectively, FEMA and AFGE shall hereafter be referred to as "the Parties." This Agreement constitutes a Collective Bargaining Agreement between the Agency and the Union.

### **SECTION 2. COOPERATIVE RELATIONSHIP**

The Agency and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the Agency's mission and to ensuring a quality work environment for employees. The parties further recognize that this relationship must be built on a solid foundation of trust, mutual respect, and shared responsibility for organizational success. The parties therefore agree to work together to identify problems and craft solutions, enhance productivity, and deliver the best quality of federal disaster assistance services and resources to the nation.

### **SECTION 3. EXCLUSIVE REPRESENTATION**

- A. The Federal Emergency Management Agency (hereafter referred to as the "Agency," or "FEMA" or "management") recognizes the American Federation of Government Employees, Local 4060, (hereafter referred to as the "Union" or "Local") as the exclusive representative of employees identified by the Federal Labor Relations Authority in Case No. WA-RP-13-0055. As the exclusive representative of the employees in the unit, the Union is entitled to act for and represent the interests of all employees in the unit.
- B. It is understood that the Union reserves the right to delegate authority to a Local representative to negotiate on behalf of the Union with the Agency. This includes negotiations on Regional or facility-specific issues.
- C. In the event the Union desires to address Regional or facility-specific issues, those issues must be brought forward by the Local President or Vice President and presented to the FEMA Labor Relations Officer (or designee). In the event the Agency desires to address Regional or facility-specific issues, those issues must be brought forward by the FEMA Labor Relations Officer (or designee) and presented to the Local President or Vice President.

### **SECTION 4. COVERAGE**

This Collective Bargaining Agreement covers bargaining unit employees described as "Included" in the nine geographic unit descriptions in FLRA Case No. WA-RP-13-0055. If the Union requests certification to include additional employees in the unit, and the FLRA decides to amend, clarify, or change the unit to include the additional employees, the additional employees will automatically be covered by this Agreement. The unit descriptions are as follows:

**Region II, New York, New York**

Included: All full-time and part-time permanent employees and all nonprofessional CORE employees employed by Region II, Federal Emergency Management Agency.

Excluded: All other temporary employees; employees in the position of Public Affairs Specialist, GS-1035-12/13; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

**Region III, Philadelphia, Pennsylvania**

Included: All non-professional permanent full-time and part-time employees of the Federal Emergency Management Agency, Region III, Philadelphia, Pennsylvania.

Excluded: All temporary employees, including all employees appointed under the Stafford Act, and all professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7).

**Region IV, Atlanta, Georgia**

Included: All professional and non-professional, full-time and part-time permanent employees employed by Region IV Atlanta, and located in Thomasville, Georgia and Atlanta, Georgia.

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

**Region V, Chicago, Illinois**

Included: All professional and non-professional employees of the Federal Emergency Management Agency, Region V, Chicago, Illinois.

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

**Region VII, Kansas City, Missouri**

Included: All professional and non-professional employees of the Federal Emergency Management Agency, Region VII, Kansas, City, Missouri.

Excluded: Disaster Assistance Employees (DAE); management officials; supervisors; and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

**Region IX, San Francisco, California**

Included: All professional and non-professional general schedule employees of the Federal Emergency Management Agency, Region 9.

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

**FEMA Headquarters**

Included: All professional and nonprofessional General Schedule and Wage Grade employees employed by Headquarters Federal Emergency Management

Agency, including employees stationed outside the Washington, D.C. Metropolitan Area who are assigned to Headquarters.

Excluded: All management officials, supervisors, part-time employees, temporary employees, management interns, professional general schedule employees of the software Design and Engineering Division, Operations and Support Directorate located in Charlottesville, Virginia, all other employees represented by any other labor organization, and employees described in Section 7112(b)(2), (3), (4), (6), and (7) of the Statute.

**Emmitsburg, Maryland**

Included: All professional and nonprofessional employees employed by the Department of Homeland Security, Federal Emergency Management Agency and whose duty station is at the National Emergency Training Center in Emmitsburg, Maryland.

Excluded: All management officials, supervisors, employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6), and (7), and temporary employees with less than 90 day appointments.

**Mt. Weather, Virginia**

Included: All nonsupervisory GS, WG, and WAE's non-professional employees employed by the Federal Emergency Management Agency located at the Special Facility; employees located at the four field offices under the Office of Operations Support, Systems Operations Division; employees of the Office of Operations Support, Computer Services Division and Systems Development Division located at Charlottesville, VA; and employees of the Office of Operations Support, Computer Model Division, Resource Data Base Branch and the Vulnerabilities Analysis Branch located at the Central Office, Federal Emergency Management Agency.

Excluded: Supervisors, management officials, temporary employees with no reasonable expectancy of continued employment, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

## **ARTICLE 2: GENERAL PROVISIONS**

### **SECTION 1. RELATIONSHIP TO LAWS AND GOVERNMENT-WIDE RULES AND REGULATIONS**

- A. In the administration of all matters covered by this Agreement, the Parties shall be governed by existing and future laws, Government wide rules and regulations in effect on the date this Agreement becomes effective, and by subsequently enacted government-wide rules and regulations implementing 5 U.S.C. § 2302. Should any conflict arise between this Agreement and any such laws or regulations, the provisions of such laws or regulations shall supersede conflicting provisions of this Agreement.
- B. Any DHS or FEMA directives or policies in effect as of the effective date of this Agreement govern the working conditions of the Parties, unless it conflicts with the terms of this Agreement.

### **SECTION 2. PAST PRACTICES**

- A. Past practices that conflict with law, government wide rule or regulation or this Agreement shall terminate upon the effective date of this Agreement.
- B. In order to change any past practices that are not in conflict with law, government wide rule or regulation or this Agreement, the Agency or Union shall provide notice and, upon request, bargain with the other party to the extent required under the Statute and in accordance with the mid-term bargaining provisions of this Agreement.

### **SECTION 3. OTHER AGREEMENTS**

All previously negotiated agreements and understandings (MOAs and MOUs) between the Parties which were in effect prior to this Agreement at any level shall automatically expire upon the effective date of this Agreement unless expressly identified and incorporated in this Agreement.

### **SECTION 4. SEVERABILITY**

Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any changes in law, government wide rules or regulations, or court order, such provision or provisions may be severed from the rest of this Agreement, which shall remain in full force and effect.

### **SECTION 5. FEMA INSTRUCTIONS, POLICIES, AND MANUALS**

- A. Copies of all FEMA Instructions, Policies, and Manuals will be accessible to employees on line via the [FEMA Intranet](#).
- B. Wherever a FEMA instruction, policy, or manual is referenced in this Agreement, it shall only apply to the bargaining unit members identified in the Applicability and Scope section of the cited instruction, policy, or manual.
- C. Before a change to any FEMA instruction, policy, or manual in effect on the effective date of this Agreement, or a new instruction, policy, or manual will be applicable to



bargaining unit members, the Agency shall provide notice and, upon request, bargain with the Union to the extent required by law and in accordance with the mid-term bargaining provisions of this Agreement. Any agreement reached between the Parties on the changed or new instruction, policy, or manual will be incorporated as a modified article or an Appendix to this Agreement or memorialized in a Memorandum of Agreement (MOA).

- D. The Agency will ensure that any electronic links in this Agreement are functional. If there is a problem with a link, please contact Enterprise Service Desk (ESD) at [FEMA-Enterprise-Service-Desk@fema.dhs.gov](mailto:FEMA-Enterprise-Service-Desk@fema.dhs.gov) and the FEMA Labor Relations Officer.

## **SECTION 6. DEFINITIONS**

“Days” means calendar days, unless otherwise specified.

“Employee” means bargaining unit employee, unless otherwise specified.

“Position” means bargaining unit position, unless otherwise specified.

## **ARTICLE 3: CADRE OF ON-CALL RESPONSE/RECOVERY EMPLOYEES**

### **SECTION 1. GENERAL**

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 252-11-1, Cadre of On-Call Response/Recovery Employee \(CORE\) Program](#), dated 8/25/2015, except as otherwise provided in this Agreement.
- B. FEMA's most valuable resource is its workforce; both permanent and temporary employees who are focused on and committed to prepare for, prevent, respond to, and recover from all-hazards incidents. FEMA relies upon its temporary personnel, in particular, to carry out its role in incident management and support operations and to augment FEMA's permanent workforce.

### **SECTION 2. APPOINTMENTS**

- A. COREs are hired under a Stafford Act appointment authority and their salaries and benefits are funded by the DRF, thus the scope of their duties must predominately carryout Stafford Act activities.
- B. Individuals appointed to CORE positions are normally given time-limited appointments for a period of not less than two years (unless otherwise justified for less than two years based on workload analyses) but not to exceed four years, unless the appointment is renewed for another term.
- C. A CORE appointment does not confer eligibility or priority consideration for a permanent appointment.
- D. COREs must be ready to deploy wherever FEMA needs their services and have 24 hours to respond to a deployment order and may be required to work long hours under stressful and unfavorable conditions.
- E. All CORE appointees are required to sign a Conditions of Employment (COE) statement upon appointment, and upon renewal of an appointment. COEs contain significant, but not all of, the DHS/FEMA and other rules and regulations that COREs must abide by.
- F. CORE employees will be given at least 30 days' notice in writing if their appointment will not be renewed.

### **SECTION 3. ELIGIBILITY FOR RECRUITMENT, RELOCATION, OR RETENTION INCENTIVES**

- A. In order to enhance the recruitment and retention of COREs, the following incentives may be provided to COREs at the discretion of management:
  - 1. Recruitment Incentive. A recruitment incentive is a one-time, lump-sum payment to a newly appointed CORE to a position that is determined to be critical to FEMA's mission and in the absence of the incentive, would be difficult

to fill.

2. Relocation Incentive. A relocation incentive is a one-time, lump-sum payment to a current CORE who agrees to relocate with no break in service to accept a FEMA position in a different geographic area if the position is likely to be difficult to fill in the absence of the incentive.
3. Retention Incentive. A retention incentive is paid to a current CORE if the CORE has unusually high or unique qualifications, or an Office or Directorate has a special need for the CORE's services that makes it essential to retain the CORE, and the CORE would likely leave the Federal service in the absence of a retention incentive.

B. The use of a recruitment, relocation, or retention incentive is not to be used as a substitute for traditional recruiting efforts that could yield a competent and qualified employee without the use of such an incentive.

#### **SECTION 4. MERIT-BASED INCREASES UNDER PAY BANDS**

- A. A CORE who is not already receiving the maximum basic pay for his or her position may receive a merit-based increase at the conclusion of the performance year.
- B. A CORE must receive at least a rating of record of "Achieved Expectations" or equivalent to be eligible for a merit-based increase.

#### **SECTION 5. STEP INCREASES UNDER GRADES AND STEP**

- A. A CORE who is not already at the highest step of his or her current grade may be advanced to the next higher step at the conclusion of the waiting period assigned to their current rate.
  1. While FEMA's Stafford Act authorities permit FEMA the authority to compensate without regard to Title 5, FEMA agrees to adopt the waiting periods for advancement to the next highest step established by 5 U.S.C. § 5335 and its implementing regulation at 5 C.F.R. § 531.405 as a matter of policy for all COREs paid via grades and steps.
  2. A CORE is not automatically entitled to receive a step increase at the conclusion of his or her waiting period. To receive the step increase, the CORE's supervisor of record must certify that the CORE:
    - a. Has completed the requisite waiting period;
    - b. Has not received an equivalent increase during the waiting period; and
    - c. His or her summary rating level for the most recent performance was at least "Achieved Expectations" or equivalent.
  3. If a supervisor determines that a CORE's performance is not at an acceptable level, the CORE will receive a notification stating that the CORE's next step increase is being withheld, the reason for the negative determination, and what the CORE must do to improve his or her performance to be granted the step increase. The notification will include a notice that bargaining unit employees can consult with a Union representative.
- B. Prior to the completion of the requisite waiting period, a supervisor may recommend one

additional step increase if warranted by the CORE's performance.

## **SECTION 6. BENEFITS AVAILABLE TO CORES**

- A. With certain exceptions that apply to individuals such as reemployed annuitants, COREs are eligible for the following benefits:
1. Federal Employees Health Benefits (FEHB),
  2. Federal Employees Dental/Vision Insurance Program (FEDVIP),
  3. Federal Employees Group Life Insurance (FEGLI),
  4. Federal Employees Retirement System (FERS),
  5. Flexible Spending Account (FSA),
  6. Federal Long Term Care Insurance (FLTCIP), and,
  7. The Thrift Savings Plan (TSP).
- B. COREs must review their benefit options and make selections within prescribed election periods. The Agency will provide timely information to COREs with regard to available benefit options, election periods, and technical direction regarding how to apply for these options.
- C. Employee Assistance Program -- COREs have access to confidential work life enhancement services through the EAP, free of charge. The EAP is a professional resource available to help COREs resolve life challenges. EAP information will be posted on the FEMA intranet site.
- D. Transit Subsidy -- Subject to the availability of funds, all COREs who are currently using public transportation to commute to work are eligible for transit subsidy benefits. COREs interested in receiving a transit subsidy must complete [FEMA Form 254-1-1, Public Transportation Benefit Program Application](#), and email it to the Transit Subsidy Program at [FEMA-Transit-Subsidy@fema.dhs.gov](mailto:FEMA-Transit-Subsidy@fema.dhs.gov).
- E. Awards & Recognition -- The Awards and Recognition program applicable to Title 5 employees and captured in FEMA Manual 255-4-1 is also applicable to COREs, with the exception of CORE-Is. Awards and recognition policy applicable to CORE-I IMATs is found in FD 010-7, Incident Management Assistance Team (IMAT) Program Directive.
- F. Absence & Leave -- FEMA administratively applies the FEMA Absence and Leave Policy to COREs, with the exception of CORE-Is, whose absence and leave policies are governed by FD 010-7, Incident Management Assistance Team (IMAT) Program Directive.

## **SECTION 7. TELEWORK**

FM 123-9-1, Telework Manual, applies to all COREs. To establish a telework agreement a CORE must submit a copy of [FEMA Form 123-9-0-1, Telework Application and Agreement Form](#), and [FEMA Form 123-9-0-2, Employee Self-Certification Safety and Health Checklist](#), to his or her supervisor of record for approval.

## **SECTION 8. MISCONDUCT & POOR PERFORMANCE**

- A. COREs are non-Title 5 employees and therefore normally do not have appeal rights to the Merit Systems Protection Board.
- B. COREs included within the bargaining unit have the right to grieve reprimands, suspensions, and annual appraisal (rating of record) following the procedures outlined in the Grievance and Arbitration Articles of this Agreement.
- C. COREs are not placed on formal Performance Improvement Plans (PIPs).
- D. When deployed to a disaster for twenty days or more, a CORE qualified in a FQS position, and deployed to that position, will receive an evaluation of the CORE's deployment performance. This deployment evaluation may be considered by the CORE's supervisor of record when completing a CORE's progress review and annual appraisal (rating of record).

## **SECTION 9. ALLEGATIONS OF DISCRIMINATION**

If a CORE wishes to raise allegations of discrimination, he or she may contact the Office of Equal Rights for appropriate guidance on the EEO complaint process or file a grievance following the procedures outlined in the Grievance Article.

## **SECTION 10. RIGHTSIZING**

- A. Although COREs are not subject to any statutory or regulatory protection afforded by reduction-in-force provisions, COREs covered by this Agreement are covered by rightsizing protections of this Section.
- B. When FEMA requires reductions in staff levels in one or more functional areas due to a lack of work or funding, FEMA may conduct a rightsizing of its CORE workforce. A rightsizing may occur when the Agency anticipates needing fewer positions through the annual workload analysis and staffing plan process, or if an immediate need to reduce positions or workload is realized between annual workload analyses.
- C. Rightsizing results in termination of appointment prior to the expiration date of an appointment, unless the CORE is selected for or is reassigned to another vacant position in FEMA.
- D. FEMA will issue both general and specific notice of upcoming rightsizing efforts that will affect COREs.
  1. General Advance Notice. COREs will be given a 30 calendar day advance official notification concerning decisions which may result in their being affected by a rightsizing effort. This notification will be in writing and will include: the reasons for the rightsizing effort, such as lack of work or funds, reorganization, or a realignment of functions; and, whom to contact about assistance available for affected employees.
  2. Specific Notice. Specific written notice of separation will be issued to individual affected COREs prior to the proposed date of their release. FEMA's goal is to

provide notice no less than 30 calendar days from their date of release unless extenuating circumstances dictate a shorter notice period.

## **ARTICLE 4: 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 irrespective of the work performed or grade assigned. Employees will also be afforded proper regard for and protection of their privacy and constitutional rights. It is therefore agreed that the Agency will endeavor to establish working conditions that are conducive to enhancing and improving employee morale and efficiency.
- B. Recognizing that productivity is enhanced when morale is high, managers, supervisors, Union representatives, and employees shall endeavor to treat one another with respect and dignity.
- C. An employee who exercises any statutory or contractual right shall not be subjected to reprisal or retaliation, and shall be treated fairly and equitably.
- D. All Agency employees may give suggestions and ideas to make the Agency a better workplace and enable the Agency to better serve the public.

### **SECTION 2. PERSONAL RIGHTS**

Employees shall have the right to direct and fully pursue their private lives and exercise their constitutional rights and personal beliefs without interference, coercion, retaliation or discrimination by the Agency so long as such activities do not conflict with job responsibilities or applicable laws.

### **SECTION 3. RIGHTS TO UNION MEMBERSHIP AND REPRESENTATION**

Pursuant to 5 USC 7102, employees covered by this Agreement shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

### **SECTION 4. RIGHT TO DISCUSS REPRESENTATIONAL MATTERS**

- A. If an employee wishes to discuss a representational matter with a Union representative on duty time, the employee shall submit an advanced written request to his/her manager to be released from duty. The request must specify the time it will take to hold the discussion, identify the Union representative and location.
- B. If the discussion will take place away from the worksite, the employee shall identify the location where he/she can be contacted.
- C. The manager (his/her designee or second-line manager, in the event of the absence of the manager) will release the employee from duty unless the manager determines that the presence of the employee at the worksite is necessary to meet current or immediate work requirements.

## **SECTION 5. INVESTIGATORY EXAMINATIONS (WEINGARTEN)**

- A. In accordance with 5 U.S.C. § 7114(a)(2)(B), the Agency will provide the Union the opportunity to be represented at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:
1. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
  2. The employee requests representation.
- B. Not every management initiated discussion is an investigatory interview that triggers an employee's "*Weingarten*" rights. For example, a supervisor may:
1. Talk to an employee about the proper way to perform an assignment;
  2. Conduct a performance evaluation;
  3. Issue a verbal warning; or
  4. Deliver a decision already made.
- C. An employee may invoke "*Weingarten*" rights (i.e., request that a Union representative be present) when the employee reasonably believes that an investigatory interview is likely to result in disciplinary action. After the employee makes a request for Union representation, the manager can:
1. Grant the employee's request for a Union representative, and wait a reasonable amount of time for the Union representative to arrive;
  2. Deny the employee's request for a Union representative, and end the meeting immediately; or
  3. Give the employee the choice of either:
    - a. Ending the meeting or
    - b. Continuing the meeting without Union representation.
- D. The Agency will post an annual notice of "*Weingarten*" rights on its Intranet site.

## **SECTION 6. INFORMATION REQUESTS**

All requests for data or information pursuant to 5 USC 7114 must be submitted to the FEMA Labor Relations Officer (or designee) in writing from the Local President or Union representative previously designated by the Local. The Local may designate up to 2 Union representatives for this purpose. The Agency will provide the requested information within 30 days of receipt unless the Agency demonstrates a good faith basis for requiring more time, in which case the parties will mutually agree on a date by which the information will be provided.

## **SECTION 7. UNION REPRESENTATION AT FORMAL DISCUSSIONS**

The Union will be given the opportunity to be represented at all formal discussions as defined in 5 U.S.C. § 7114(a)(2)(A). The Agency will notify the Union as far in advance of the formal discussion as is reasonably possible under the circumstances. After notification, the Union will inform the Agency if a Union representative will attend and provide the name of the designated Union representative. Failure to designate a Union representative in advance does not preclude a Union representative from participating in the meeting. If a representative does attend, the Union representative will introduce themselves to the person(s) running the meeting prior to the



start of the meeting. If requested, the Union representative will be provided an opportunity to introduce themselves at the start of the formal discussion. The Union representative will be given an opportunity to participate in the meeting. When participating as a representative of the Union, the Union representative will announce that they are speaking on behalf of the Union. However, the Union representative will not interfere with or disrupt the meeting or its purpose. The Agency is under no obligation to delay the start of the meeting if the Union representative is not present.

### **SECTION 8. WHISTLEBLOWER PROTECTION**

In accordance with 5 U.S.C. § 2302(b)(8) and the Whistleblowers Enhancement Act of 2012, employees will be protected against reprisal for the disclosure of information which the employee reasonably believes evidences a violation of any law, rule, or regulation, or gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

### **SECTION 9. WARRANTS AND SUBPOENAS**

If an employee is served with a warrant or subpoena, it will be done in private to the extent the Agency has knowledge of and can exercise control over the service.

### **SECTION 10. UNLAWFUL ORDERS**

An employee has the right to refuse orders that would require the employee to violate an applicable law. 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. If the employee raises their concern in writing the Agency will provide a written response clarifying the order and an opinion regarding the legality of the order. If circumstances do not permit this request and response to be done prior to carrying out the order it may be done as soon as practical thereafter. Refusal to obey an unlawful order will not subject the employee to disciplinary or adverse action. Refusal to obey a lawful order may subject the employee to disciplinary or adverse action.

### **SECTION 11. COMPENSATION**

- A. All employees are entitled to timely receipt of all wages earned in accordance with government-wide regulations. Employees are responsible for reviewing their leave and earnings statements in WebTA or the Employee Personal Page (myEPP) and notifying their managers of any unexplained changes or irregularities.
- B. All employees are required to use direct deposit for salary payment unless the employee meets the requirements for waiver under 31 C.F.R. § 208.
- C. Employees who do not receive timely wages may request special salary pay. If appropriate, a special pay payment will be issued promptly after notification by the employee to the Agency's Human Resources Office at FEMA-HC-Payroll@fema.dhs.gov. Obtaining a special pay payment under false pretenses may serve as the basis for disciplinary action.

## **SECTION 12. PUBLIC SAFETY OFFICER BENEFIT PROGRAM**

The [Public Safety Officer Benefit Program](#) (administered by the Department of Justice) provides death and education benefits to survivors of fallen law enforcement officers, firefighters, and other first responders, as well as disability benefits to officers catastrophically injured in the line of duty. The Agency shall make available to all employees information describing the PSOB program and contact information.

## **SECTION 13. VOLUNTARY ACTIVITIES**

Employee participation in the Combined Federal Campaign, Blood Donor Drives, or other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to participate. Participation or nonparticipation will not advantage or disadvantage employees.

## **SECTION 14. RETIREMENT**

- A. An employee's decision to resign or retire will be made freely and in accordance with applicable law and Government-wide rule or regulation. The Agency agrees to provide retirement seminars, free of charge, to employees who are within five (5) years of retirement eligibility. Employees also will not be required to take leave to attend these Agency-sponsored seminars and are authorized to attend no more than one in a 12-month period.
- B. If an Agency on-site retirement seminar is not being offered in a given calendar year, or an employee for legitimate reasons is not able to attend an Agency offered on-site seminar in the calendar year, the employee may attend a local federally-sponsored retirement seminar without charge to leave. Any cost of that seminar will be at the expense of the employee. Managerial approval is required and will be based on workload exigencies.
- C. For planning purposes, employees who are eligible for retirement are encouraged to inform their managers as early as possible regarding their anticipated date of retirement; however, the parties understand that an employee's decisions regarding retirement are subject to change at the sole discretion of the employee.
- D. An employee may request to withdraw a retirement application at any time prior to its effective date. However, an employee may not withdraw a retirement application after the effective date.
- E. Badge and Credential upon Retirement for Police Officers
  1. A Mount Weather Police Officer separating from service as a qualified retired law enforcement officer, as defined in the Law Enforcement Officers Safety Act (LEOSA), may request a retirement police credential in accordance with LEOSA. All costs associated with the retirement badge are to be paid by the employee or other private funds and may not be charged to FEMA funds.
  2. The following criteria must be met by retiring officers in order to be considered in good standing:

- a. Officer is retiring after serving as a law enforcement officer for at least 10 years or for medical reasons (e.g. disability retirement) after completing any applicable probationary period;
  - b. Officer is eligible to receive retirement benefits upon retirement; and
  - c. Officer was not terminated.
3. Eligible retiring officers requesting a retirement badge must submit a written request through the chain of command to the Chief of Police along with funding, no later than 90 days prior to the officer's retirement date.

### **SECTION 15. SENIORITY**

Seniority will be defined as an employee's service computation date (SCD) as shown on their most recent USDA FORM AD-334 "Statement of Earnings and Leave." If the SCD's are the same, the higher numeral in the SSN will be used as a tiebreaker, starting with the first digit (if the first digits in two SSN's are 8 and 6, 8 gets preference).

### **SECTION 16. PROBATIONARY EMPLOYEES**

Employees hired under Title 5, who are in their probationary or trial period, are entitled to all rights contained in this Article, consistent with law and regulation, including but not limited to, the right to Union representation and the right to regular counseling and support from their supervisors.

### **SECTION 17. COUNSELINGS FOR MISCONDUCT/PERFORMANCE**

Misconduct and performance counseling will be conducted privately in such a way to avoid embarrassment to the employees. This principle will help guide the Agency determine who will attend the meetings.

### **SECTION 18: FIREFIGHTER LIVING QUARTERS**

- A. The Agency and the Union recognizes that living quarters in the Fire Stations represent space allocated for rest, recreation, and sleeping for unit employees and normally will not be used as public facilities or for public training.
- B. The Agency agrees to extend the same considerations to the living conditions in the Fire Stations as is extended to other living quarters when utilities and/or appliances break down or need replacing. Maintenance problems will be called to the attention of the on-duty officer who will insure that maintenance is notified. In cases of health and hygiene (e.g. toilet, sink, shower problems), management shall request that maintenance address the problem as an immediate priority.
- C. The Agency recognizes the necessity of providing and maintaining reasonably comfortable living spaces at each station for unit employees on duty, such as air conditioning and heating, and adequate furniture, drapes, or blinds as required. To this end, the Employer agrees to provide and replace as needed the following:
  1. Refrigeration for storage of employee's food;
  2. Cooking and eating utensils, including, but not limited to: a dishwasher, pots, can openers, coffee maker, toaster, microwave oven, broiler, glasses, plates, bowls, forks, spoons, and knives;

3. Adequate and suitable lounge furniture;
4. Modern multi-media equipment, as required for training and recreational purposes; and
5. Adequate living accommodations.

## **ARTICLE 5: OFFICIAL TIME**

### **SECTION 1. OFFICIAL TIME PURPOSE**

For purposes of this Article, “official time” means time granted by the Agency to employees designated in writing to act as Union representatives, without charge to leave, in accordance with 5 U.S.C. § 7131.

### **SECTION 2. USE OF OFFICIAL TIME.**

Union representatives may use official time to conduct representational functions where such is authorized pursuant to, and consistent with, applicable statutes, regulations, and executive orders relating to complaints, grievances, appeals and other matters involving dealings with Agency officials. The following list is not intended to be all inclusive, but instead is intended to provide examples of situations where official time may be authorized.

#### **A. Representational activities**

1. To prepare for and represent employees in grievances, arbitrations, statutory appeals, investigations, and misconduct and performance actions.
2. To attend formal discussion and investigatory meetings.
3. To prepare a reconsideration statement in connection with the denial of a within-grade increase.
4. To meet with an AFGE National staff representative who has been designated to represent the Union in a grievance, arbitration, or Unfair Labor Practice (ULP) charge and for which the agency is a party.
5. To participate in a Federal Labor Relations Authority investigation or hearing as a representative of the Union when the Agency is a party to the matter.

#### **B. Midterm Negotiation**

1. The meet with Agency officials to discuss changes to conditions of employment.

#### **C. Ongoing Labor Management Relations**

1. To serve on any Agency committees or teams on which there is Union representation.
2. To prepare and maintain records and reports required of the Union by the Agency or by other Federal oversight entity.
3. Engage in communication with the Agency related to the administration of this Agreement.
4. To attend training pursuant to Section 6.
5. To attend any other meeting which the Agency and the Union agree are mutually beneficial.

### **SECTION 3. UNION REPRESENTATIVES**

- A. The Union agrees to provide the Office of the Chief Component Human Capital (OCCHCO) Labor Relations Officer (LRO) with a written listing of its Union representative(s) along with their individual union titles no later than 30 days after the effective date of this Agreement. Changes will be submitted to the OCCHCO LRO not less than five (5) workdays prior to the assumption of representational responsibilities by

any new representative(s). Each list will include the name, Union title, local, duty location and telephone number of each designated union representative.

- B. Except where explicitly provided, this Agreement shall not be interpreted in any manner which interferes with the Union's right to designate representatives of its own choosing on any particular representational matter. If the Union utilizes the services of outside counsel or other representative as its representative in a grievance, arbitration, or other dispute, such counsel or other representative is bound by Agency policy, regulation, and this Agreement regarding access to operations, facilities, services and security. Once designated, such counsel shall be viewed by the Agency as having full authority to commit the Union to a course of action unless the Union specifically states otherwise in writing.

#### **SECTION 4. OFFICIAL TIME ALLOCATION**

- A. Union representatives may be authorized reasonable official time deducted from a bank of official time hours to perform functions outlined in this Agreement. A bank of 7,900 hours of official time per calendar year will be made available for all representational duties.
- B. The Local President (and anyone officially designated to act in the role of Local President if the Local President is on leave or otherwise not in a duty status) will be allocated no more than 2080 bank hours per calendar year. No other representative may use more than 1040 bank hours of official time per calendar year.
- C. Use of official time may be authorized provided sufficient representational activities exist, the amount of official time requested is reasonable, and the representative complies with the official time request procedures outlined in Section 5 and Section 6.

#### **SECTION 5. REQUIRED PROCEDURES**

- A. A Union representative planning to use official time will, in advance of such usage, request and receive approval from his or her manager to be released from duty to perform representational duties. Requests shall be submitted via email or electronic system to their immediate supervisor or appropriate management official.
- B. The request must contain:
  - 1. Amount of official time requested;
  - 2. The date and time official time will be used;
  - 3. Type of representational activity;
  - 4. Confirmation that the employee is listed on a bargaining unit list or confirmation from Labor Relations that the employee is a bargaining unit member.
  - 5. And confirmation that the represented employee's supervisor has been notified, if the meeting will take place during duty hours
- C. The supervisor will promptly consider the request and will grant the request unless the supervisor determines the representative's presence at his/her work site is necessary to meet Agency work requirements. The request will be approved or denied in writing. If

requests are approved, Union representatives will record their official time using WebTA (or successor system). If the supervisor determines the representative's presence is necessary to meet Agency work requirements, the supervisor will ensure that the representative will be granted enough time to find an alternate or identify an alternative mutually agreeable day and time for departure. Notwithstanding the provisions of this section the union representative may be recalled to duty if necessary.

- D. Employee's Supervisory Approval. The Union representative and/or employee involved shall obtain advanced approval of the represented employee's supervisor for any meeting during the employee's duty time.
- E. If there is an issue with advanced approval of official time, the Union or Supervisor may contact FEMA Labor Relations Officer for assistance/guidance.

### **SECTION 6. OFFICIAL TIME FOR TRAINING**

- A. Official time may be authorized for Union representatives to attend training approved by the Agency which is designed to advise representatives on matters within the scope of Civil Service Reform Act of 1978, which are of mutual interest to the Agency and the Union. Training under this section will generally cover such areas as contract administration, handling of statutory actions such as grievances, appeals, FLRA and other third party processes and information related to Federal personnel/labor relations laws, regulations, and procedures.
- B. The request for official time to attend Union sponsored training will be submitted in writing on behalf of the officers/stewards by the Union to the officer/steward's supervisor and the FEMA Labor Relations Officer. The request must be submitted at least 10 days before the date of the training. At a minimum, the request must contain:
  - 1. Representative's Name;
  - 2. Official title the employee holds in the Union;
  - 3. Purpose of the training;
  - 4. Copy of the agenda, course curriculum, or description of the training session;
  - 5. Number of hours requested; and
  - 6. Date(s) the employee is to attend the session.
- C. The request will be approved or denied in writing. If requests are approved, Union representatives will record their official time using WebTA (or successor system). If requests to use official time for union training are denied, union representatives may request to use leave to attend the training.

### **SECTION 7. RESTRICTION ON OFFICIAL TIME**

- A. This Article does not authorize official time during normal duty hours for the following activities:
  - 1. Internal Union Business. In accordance with 5 U.S.C. § 7131(b), no official time may be expended for any activities performed by employees relating to internal Union business (including the solicitation of membership, election of Union officials, and collection of dues).

2. Leave. Activities for which the employee would normally be required to charge his or her time to annual, sick or other appropriate leave if he or she were not a Union officer (e.g. annual leave for a vacation or sick leave for an illness).
- B. Overtime is not available to Union representatives related to the use of official time.

**SECTION 8. TRAVEL AND PER DIEM.**

- A. Any travel or per diem authorized for Union representatives under this Agreement will be paid in accordance with law, rule, and regulation.
- B. Travel and per diem expenses for Union representatives or bargaining unit members when performing representational activities or attending Union-sponsored training shall be borne by the Union or the employee engaged in such activity.
- C. Reasonable and necessary official time from the bank will be authorized for Union representatives for travel to and from any activities included in this Article.



## **ARTICLE 6: FACILITIES AND SERVICES**

### **SECTION 1. PURPOSE**

- A. The purpose of this Article is to provide those facilities and services that are necessary and reasonable for the Union to carry out its legitimate activities as the exclusive representative of the bargaining unit. The Parties recognize that providing such facilities and services furthers their joint interest in promoting effective labor-management relations.
- B. The Union's access to and use of the Agency's facilities and services will not interfere with the mission or operation of the Agency.
- C. Any and all Union communications using Agency communication resources or posted on Agency-provided bulletin boards will not violate the law, advocate violating the law, or contain items relating to partisan political matters and will not malign, disparage or harm the character of any individual or the Agency.
- D. Any and all Union communications using Agency communication resources must not relate to any non-representational matters (e.g., internal union business).

### **SECTION 2. UNION ACCESS TO AGENCY FACILITIES**

- A. When visiting a location other than their assigned area of responsibility, Union representatives shall notify Agency officials of the date and time of the visit sufficiently in advance, but no less than two business days. Union representatives shall not interfere with the work of employees during duty hours.
- B. Meeting Space. Upon reasonable advance request, but no less than two business days, by the Union, the Agency shall provide meeting space, if available, in areas occupied by the Agency. The Union will comply with all security, safety and housekeeping rules in effect at that time and place.
  - 1. During normal duty hours, confidential meeting space, if available, will be provided for representational duties (e.g. grievances, appeals, caucusing, and agreement administration).
  - 2. During non-duty hours, space, if available, will be provided for internal union business (e.g. organizing event, elections, solicitation of membership, and collection of dues). These activities will be conducted during break, lunch periods and non-duty hours and shall not interfere with the mission of the Agency.
  - 3. If the Agency cannot accommodate the visit for valid operational reasons the Agency will make alternative arrangements for the union representative.
- C. Video Teleconferencing (VTC): In addition to using communication programs available on Agency-issued computers, the Union may use the Agency's VTC upon reasonable advance request by the Union, but no less than two business days. The Agency shall provide access to VTC, if available, and no more than once a quarter. The Union will comply with all security and safety rules in effect at that time and place.

1. During normal business hours (Eastern Standard Time), VTC, if available, will be provided for representational duties (e.g. grievances, appeals, caucusing, and agreement administration).
2. Use of VTC will be limited to no more than one hour per use.
3. Use of VTC will be prohibited for internal union business (e.g. elections, solicitation of membership, and collection of dues).

### **SECTION 3. ACCESS TO EMPLOYEES**

- A. AFGE Union representatives shall have reasonable access to unit employees during duty hours as necessary to carry out collective bargaining or representation duties required by 5 U.S.C. § Chapter 71, this Agreement, or urgent circumstances. Prior to meeting with the bargaining unit employees, and no less than 2 business days before, both the Union representative and the employee shall obtain advanced written approval from the employee's supervisor. All meetings will take place at official work sites.
- B. Bargaining Unit List. Upon request, but no more than quarterly, the Agency will furnish to the Union, for its internal use only, an electronic spreadsheet which will contain the names of all employees in the bargaining unit. The Parties recognize that errors may occur from time-to-time in regard to input and coding of data, and that the listings will not be construed as action by the Agency to unilaterally deny bargaining unit status to any employee, or to confer it. The Union or an individual employees may inquire with Labor/Employee Relations regarding an employee's bargaining unit status. The Agency will take steps to correct the Bargaining Unit Status (BUS) codes of employees improperly coded.
- C. New Employee Orientation (NEO)
  1. Two weeks prior to each NEO, the Agency will provide the Union an electronic spreadsheet containing the names, grades, position titles, series and official duty station of all bargaining unit employees scheduled to attend NEO.
  2. The Union will provide each new employee with the name and contact information for a Union representative at their official duty station.
  3. At NEO, the Agency will inform employees of the existence of AFGE Local 4060 (Union) and be told that Union briefings will be conducted at the Local level.
  4. Local Union representatives may host a briefing of new employees to provide information about the Union. This briefing will be considered a continuation of NEO and supervisors will allow new employees to attend this briefing. Upon request, Management will identify a room that can be used for this briefing. The briefing will not exceed 30 minutes and no membership solicitation activities will occur.

### **SECTION 4. OFFICE SPACE & EQUIPMENT**

- A. The Agency will continue to provide the Union with one private office located at the FEMA Headquarters building. **For office space located outside of the FEMA Headquarters building**, the Agency will continue to provide the Union office space where it currently exists, unless due to transformation to an open workspace environment or facility relocation that directly affects the office space, office space will no longer be

available. If office space is not available, the Agency will notify the Union and both parties will meet and discuss options. If an office will not be provided, the Union will be provided a functional designated workspace. The designated workspace will consist of Union designated lockable file cabinet(s), a desk, chairs, and a telephone, for purpose of conducting representational activities for bargaining unit members.

- B. Union representatives will be allowed to make reasonable use of Agency printer, copier, scanner, fax machines and multi-functional devices for representational purposes (e.g. grievances, appeals, and agreement administration).
- C. Union representatives will be allowed to use their FEMA issued computer for Union representational purposes.

#### **SECTION 5. ELECTRONIC MAIL**

- A. The Agency will provide Internet access to the Union for representational purposes, consistent with the Agency's IT policies, at individual work stations. The Union representatives who are Agency employees may use the Agency e-mail system to communicate with employees, Agency officials, third party neutrals, and AFGE representatives. The Parties agree that internal Union business (e.g. elections, solicitation of membership, and collections of dues) is prohibited when using government-provided access to the Internet and the Agency e-mail system. Electronic mail messages on the Agency e-mail system are considered government records which may be accessed in accordance with applicable law and policies whenever a legitimate governmental purpose exists for doing so.
- B. The Union may each use the Agency's electronic mail system for up to five mass emails per month.
  - 1. Whenever the Union uses Agency e-mail to communicate with employees and Agency officials, the Union will note in the e-mail subject line that the subject of the communication involves "Union Communications."
  - 2. Attachments and links to external sources, are prohibited, but mass emails may contain links to posted internal SharePoint documents.
  - 3. Use of "reply-all" function is prohibited.
- C. Correspondence submitted through the e-mail system satisfies the official notice requirements under this Agreement.

#### **SECTION 6. MAIL**

The Agency will provide the Union use of the Agency's internal mail system to transmit or receive representational correspondence. The Union agrees that use of the Agency's internal mail systems will be limited solely to representational matters and will not be used for internal mass mailings or for any internal Union business activities (including the solicitation of membership, election of Union officials, and collection of dues) as set forth in 5 U.S.C. § 7131(b).

#### **SECTION 7. SHARE POINT**

- A. The Agency agrees to provide the Union with its own page on the Agency Intranet site for employee information on matters such as Union programs, benefits, and initiatives. The Union “home page” will be identified by an ICON or link on the main Agency Intranet menu/home page.
- B. The Union will have direct access to the Agency Intranet for purposes of uploading or updating information on the Union’s “home page.”
- C. The Union will at least annually provide the Agency the names of its representatives who may authorize and/or upload information to the Union’s home page and will update the list of names as needed.
- D. The information that the Union displays on its home page must comply with this Agreement and DHS and FEMA IT policies.
- E. The Union agrees to furnish a copy of any information scheduled to be posted on the Share Point page to the Agency’s labor relations officer at least 2 weeks in advance prior to posting.

#### **SECTION 8. UNION COMMUNICATION**

- A. Where Union bulletin boards are currently provided they will continue to be provided for Union use.
- B. At any facility that does not currently have a Union bulletin board, Union may distribute paper (i.e., hard copy or leaflet) material in Agency facilities in worker accessible non-work areas, such as employee lunch rooms, subject to internal security requirements. All such material will be properly identified as official Union material.
- C. The Union agrees to furnish a copy of any information posted on the bulletin boards or distributed to the Agency labor relations officer at least 1 work day in advance prior to posting.

#### **SECTION 9. CONTRACT AVAILABILITY**

- A. The Agency will place the Agreement on the Agency’s Intranet home page and provide the Local President and Regional Vice-Presidents with a copy of the Agreement in the currently acceptable electronic format.
- B. The Agency will make appropriate arrangements to accommodate visually-impaired employees.
- C. Employees may print copies of the agreement as needed.

## **ARTICLE 7: MANAGEMENT RIGHTS**

### **SECTION 1. GENERAL**

Nothing in this agreement shall affect the authority of management officials as specified in 5 U.S.C. 7106(a):

- A. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency;
- B. To hire, assign, detail, direct, lay off, and retain employees in the Agency; or suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees, in accordance with applicable laws;
- C. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Agency operations shall be conducted;
- D. With respect to the filling of positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source; and
- E. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

### **SECTION 2. EMERGENCIES**

The Union recognizes and fully supports the Agency's mission. The Union further recognizes that to accomplish the mission it may be necessary to waive the controlling nature of this Collective Bargaining Agreement during the immediate preparation for, response to, or recovery from a Presidentially declared Major Disaster or Emergency. In the event that a bargaining unit employee is deployed to or affected by a Presidentially declared Major Disaster or Emergency, Management may unilaterally suspend the binding nature of this agreement for a period of time. To effectuate the suspension Management must provide the Union with notice and an estimate of time which the agreement will be suspended.

## **ARTICLE 8: LABOR-MANAGEMENT COOPERATION**

### **SECTION 1. PURPOSE AND SCOPE**

- A. The Parties recognize the importance of working closely together for the purpose of promoting and improving a cooperative relationship by developing meaningful solutions to workplace issues. Consultation is an opportunity for the Union to review, discuss, consider, and make recommendations to the Agency on matters relating to or affecting working conditions, employee morale, and efficiency of the Agency's operations. Therefore, the Agency may provide the Union with briefings and the opportunity to ask questions about matters of interest and concern at the local levels upon Union request.
- B. The parties agree that cooperation and communication should be a major goal of labor-management relations. The desire and intent in this Article therefor is to describe and encourage effective labor-management cooperation. The Agency and the Union are committed to working together at all levels to improve service to the public, ensure a quality work environment for employees, and effect a more efficient administration of FEMA programs.
- C. The Agency shall allow employees and their Union representatives to have pre-decisional involvement in all workplace matters to the fullest extent practicable, without regard to whether those matters are negotiable subjects of bargaining under 5 USC 7106. The Agency shall provide adequate information on such matters expeditiously to Union representatives where not prohibited by law. The Parties shall make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment.

### **SECTION 2. RESOLVING UNFAIR LABOR PRACTICES**

- A. The Parties recognize the mutual benefit of attempting to resolve disputes prior to filing a formal Unfair Labor Practice (ULP) charge. In order to achieve this objective, the Parties agree that prior to filing with the FLRA, they will work in partnership to address unfair labor practice allegations by bringing the matter to the attention of the other Party and setting a mutually agreed on timeframe to meet, investigate, and address the issue.
- B. If the Union is the Charging Party, the Local President or designee will bring the matter to the attention of the FEMA Labor Relations Officer. If the Charging Party is the Agency, the FEMA Labor Relations Officer will bring the matter to the attention of the Local President or designee.
- C. Nothing in this Section shall replace the statutory right of either party to file a ULP unfair with the Federal Labor Relations Authority.

### **SECTION 3. LABOR MANAGEMENT PARTNERSHIP COUNCIL**

The Parties agree to have a Labor Management Partnership Council governed by the Charter developed by the Parties.

### **SECTION 4. LOCAL PARTNERSHIP MEETINGS**

The parties encourage local partnership meetings for the purpose of promoting and facilitating constructive understanding and cooperative relations at the local level. These meetings are intended to provide an opportunity to consult on personnel policies and practices, other working conditions and mutual concerns, and to engage in joint labor-management training. Agendas will be submitted by the Parties at least 15 days prior to the meetings. Meeting dates and times will be mutually agreed upon. The Union and the Agency will meet in like numbers.

#### **SECTION 5. JOINT LABOR – MANAGEMENT RELATIONS TRAINING**

- A. The parties agree that joint Labor-Management Relations (LMR) training is of mutual benefit when it covers appropriate areas (examples are: contract administration, grievance handling and information relating to federal personnel/labor relations laws, regulations, and procedures). Scheduling arrangements for joint training will be determined locally. Agency personnel will be given adequate notice, to include specific agendas, of scheduled LMR training for maximum attendance and work schedules will be adjusted as needed.
  
- B. The parties will jointly provide Collective Bargaining Agreement training; however, this does not preclude additional training by each party. Any training documents will be prepared jointly.

#### **SECTION 6. USE OF TIME**

Use of official time for LMPC and joint training activities will be in accordance with the agreed upon Official Time Article.

#### **SECTION 7. EXPENSES**

When the Parties mutually agree that travel is necessary and funding is available, travel in support of LMPC and joint training activities shall be paid by the Agency.

## **ARTICLE 9: IMPACT BARGAINING AND MIDTERM BARGAINING**

### **SECTION 1. PROPOSED CHANGES**

The Parties recognize that from time-to-time during the life of the Agreement, the need will arise for either party to propose changes to Agency personnel policies, practices, and/or working conditions, in accordance with 5 U.S.C. 7106(b)(2-3). This covers proposed changes that might affect all FEMA employees or only employees at a particular Region, location or facility.

### **SECTION 2. NOTICE OF PROPOSED CHANGES**

The Proposing Party shall serve its notice of the proposed change upon the receiving Party at least 14 (fourteen) calendar days in advance of the proposed implementation date. The written notice of the proposed change shall include a brief description of the change and the proposed implementation date. All notices provided for under this Article shall be served upon the AFGE FEMA Local President (or designee) or FEMA Labor Relations Officer (or designee).

### **SECTION 3. DEMAND TO BARGAIN**

If the Receiving Party desires to negotiate the change, it must submit a request to bargain within 7 (seven) calendar days after the notice of the proposed change is served. The demand to bargain must include a request for a briefing and an information request if a briefing or additional information is desired. If the Union submits an information request, the Agency agrees to provide the Union with requested data as required by 5 U.S.C. 7114(b)(4). If the Agency submits an information request, the Union agrees to provide the Agency with information that is relevant and necessary for the Agency to understand the Union's proposed change.

### **SECTION 4. PROPOSALS**

The Receiving Party must submit written bargaining proposals 14 (fourteen) calendar days after its demand to bargain, receiving a briefing, or receiving additional information, whichever is later. The Receiving Party's written bargaining proposals shall designate the Chief Negotiator.

### **SECTION 5. NEGOTIATIONS**

If the Parties are unable to reach immediate agreement on the proposed change, they shall commence negotiations on a mutually agreeable date and site. Absent mutual agreement on a date and site for bargaining, such negotiations shall commence at the FEMA Headquarters Office in Washington, D.C. at 9:00 a.m. on the fourteenth (14<sup>th</sup>) calendar date following the date the Proposing Party received the Receiving Party's proposals. Once negotiations have commenced, the Parties recognize the obligation exists to bargain in good faith and will therefore avoid unnecessary delays. If a break in negotiations is necessary the Parties will agree on a time and date to resume bargaining prior to any recess, whenever practicable. Where there is mutual agreement that the proposed change is a National-level issue, travel and per diem will be paid by the Agency if the proposed change is an Agency- initiated change. The Parties may engage in remote bargaining by mutual agreement.

### **SECTION 6. TIME LIMITS**

All time limits stated above may be extended by mutual consent of the parties involved. Failure to make a timely demand to bargain, timely provide written proposals, or timely meet for



negotiations shall be deemed to constitute acceptance of the changes by the Receiving Party and the Proposing Party may proceed to implement the proposed change.

#### **SECTION 7. POST IMPLEMENTATION BARGAINING**

The Parties agree that effective management of the Agency and its resources is a mutual concern. The Parties also agree that on certain occasions, there may be a need for expedited implementation of new policies or practices affecting conditions of employment. Nothing in this Article precludes management and the Union from engaging in post implementation bargaining.

#### **SECTION 8. GROUND RULES FOR MIDTERM IMPACT, POST IMPLEMENTATION OR OTHER TYPE OF BARGAINING.**

In addition to the requirements of 5 U.S.C. § 7114(b)(1-3), the following ground rules apply to all bargaining entered into as a result of changes initiated by either Party and any corresponding obligation to bargain over such changes under 5 U.S.C. Chapter 71. These ground rules are intended to supplement the procedure set forth in the Agreement, and may only be changed by mutual consent.

- A. Arrangements. Subject to Section 5 of this Article, Negotiations will be held in a suitable meeting room provided by management. In the event either Party desires to caucus, management will caucus in a different room and will leave the negotiating room to accommodate caucuses by the Union.
- B. Subject to Section 5, the starting date and the daily schedule for negotiations will be established by the Chief Negotiators.
- C. During negotiations, the Chief Negotiator for each Party will signify agreement on each section by initialing the agreed-upon section. The Chief Negotiator for each Party will retain his/her copies and will initial the other Party's copy. This will not preclude the Parties from reconsidering or revising any agreed-upon section by mutual consent.
- D. Either team may request a caucus. There is no limit on the number of caucuses which may be held; but either Party shall not caucus more than 4 (four) hours on any given day of negotiations.
- E. Each Party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective Party.
- F. The Union will be authorized the same number of Union representatives, but not less than two (2), as Agency has representatives at the negotiations table. The designated Union negotiators will be on official time in accordance with Article 5, Official Time, for all time spent during the actual negotiations, including attendance at impasse proceedings, and for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals.
- G. If any proposal is claimed to be non-negotiable by either Party and subsequently determined to be negotiable, or the declaring Party withdraws its allegations of non-

negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within 7 (seven) calendar days from when the proposal is declared to be negotiable or the claim that the proposal is non-negotiable is withdrawn.

- H. This procedure does not preclude the Parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations.
- I. All time frames in these ground rules may be modified by mutual consent.
- J. Absent mutual agreement, the alternate work schedules and telework schedules of the Parties' representatives will be converted to regular tours of duty (i.e., Monday through Friday) and work hours adjusted according to the agreed upon hours of negotiations.
- K. No official transcript or electronic recordings will be made during the negotiations; however, each Party may be designated a note taker to keep notes and records during the sessions.
- L. Observers and Subject Matter Experts (SME) shall be permitted in negotiating sessions only by the mutual consent of the Parties. SMEs who are federal employees will be on duty time.
- M. During any bargaining, when either Party has determined that an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of; the Parties shall once more attempt to resolve any existing impasse items. If such consideration does not resolve impasses, the assistance of the Federal Mediation Conciliation Service may be requested by either party.
- N. Upon reaching an agreement, the parties will execute a Memorandum of Agreement (MOA). The MOA shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner compliant with 5 U.S.C. Chapter 71 and implementing regulations. This will not serve as a bar to the Parties concluding by mutual consent a general agreement on those items which have been or remain to be negotiated.

## ARTICLE 10: MERIT PROMOTION

### SECTION 1. GENERAL

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 253-11-1, Merit Promotion and Internal Placement](#), dated June 23, 2015, except as otherwise provided in this Agreement.
- B. The purpose of this Article is to ensure promotions and other actions, either competitive or noncompetitive, are made on the basis of merit, and are based on systematic and equitable procedures. FEMA Manual 253-11-1 and this Article covers all permanent bargaining unit GS positions in the competitive service, and their Federal Wage System equivalents.
- C. This Article shall be interpreted in accordance with OPM regulations. Nothing in this Article shall in any way abridge the rights of the individual employee under such regulations, specifically, the employee's right to file a complaint.

### SECTION 2. EXCEPTIONS

The following actions are exceptions to competitive procedures:

- A. A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to the issuance of a new classification standard or the correction of an initial classification error.
- B. A position change permitted by reduction-in-force procedures.
- C. A promotion without current competition of an employee who was appointed in the competitive service from a civil service register, by direct hire, by noncompetitive appointment or noncompetitive conversion, or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled. (This is a career ladder promotion, the intent of which must be made a matter of record and documented in the promotion plan, and which requires the employee's current rating of record be "proficient" or higher.)
- D. A promotion resulting from an employee's position being classified at a higher grade based on accretion of duties and responsibilities.
- E. A temporary promotion, or detail to a higher graded position or to a position with known promotion potential of 120 days or less.
- F. Promotion to a grade previously held on a permanent basis in the competitive service from which the employee was separated or demoted for reasons other than performance or conduct.
- G. 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 and did not lose because of performance or conduct reasons.

- H. Consideration of a candidate not given proper consideration in a competitive promotion action.
- I. Appointments of career Senior Executive Service appointees with competitive service reinstatement eligibility to any position for which they qualify in the competitive service at any grade or salary level, including Senior-Level positions established under 5 C.F.R., Part 319.

### **SECTION 3. AREA OF CONSIDERATION**

The area of consideration should be sufficiently broad to ensure a reasonable number of highly qualified candidates for the position to be filled. Area of consideration determinations must be made prior to announcing the position(s), documented in the merit promotion file, and clearly specified in the vacancy announcement.

### **SECTION 4. VACANCY ANNOUNCEMENTS**

- A. Vacancy announcements will be open for a minimum of five calendar days and posted on [www.USAJOBS.gov](http://www.USAJOBS.gov).
- B. At a minimum, each vacancy announcement must include the following:
  - 1. Agency name and the announcement number;
  - 2. Opening and closing dates, including any cut-off dates, if applicable;
  - 3. Position title, series, grade, bargaining unit status, and salary range;
  - 4. Duty location and number of vacancies;
  - 5. Promotion potential, if any;
  - 6. Principal job duties;
  - 7. Qualification requirements including any selective factors (if applicable);
  - 8. Basis for rating, including knowledge, skills, abilities, and/or competencies;
  - 9. An explanation of how to apply, including a point of contact with a telephone number and email address;
  - 10. Required application materials (*e.g.*, resume, SF-50, DD-214);
  - 11. FEMA's definition of "well-qualified," for CTAP and ICTAP;
  - 12. Equal Employment Opportunity statement;
  - 13. Reasonable Accommodation Statement;
  - 14. Privacy Act Notice;
  - 15. Emergency Assignment Statement that reads as follows: Every FEMA employee has regular and recurring emergency management responsibilities, though not every position requires routine deployment to disaster sites. All positions are subject to recall around the clock for emergency management operations, which may require irregular work hours, work at locations other than the official duty station, and may include duties other than those specified in the employee's official position description. Travel requirements in support of emergency operations may be extensive in nature (weeks to months), with little advance

- notice, and may require employees to relocate to emergency sites with physically austere and operationally challenging conditions; and
16. Other essential information, such as tour of duty, telework eligibility, hazardous conditions, travel required, need for a security clearance, Financial Disclosure Statement requirement, moving expenses being paid/not paid, and managerial/supervisory probationary period requirement.

## **SECTION 5. EVALUATION AND REFERRAL OF CANDIDATES**

A certificate will be issued for each grade level for which the position was advertised and qualified candidates exist.

- A. Merit Promotion Certificate. Up to 15 candidates, with a rating of 85.00 or above and who are solely eligible under competitive procedures, will be referred on a Merit Promotion certificate for any one vacant position. Two additional candidates will be referred for each additional vacancy. Candidates will be referred in alphabetical order by last name.
- B. Non-Competitive Certificate. All qualified candidates that are eligible under special hiring authorities (*e.g.*, Veterans Recruitment Authority, 30 percent or more disabled veterans, Schedule A—appointment of individuals with disabilities, Peace Corps volunteers, etc.) or for non-competitive reinstatement, reassignment, or transfer will be separately referred on a Non-Competitive certificate. Non-competitive eligibles will be referred in alphabetical order by last name.

## **SECTION 6. SELECTION AND NOTIFICATION TO CANDIDATES**

- A. The Agency will notify all candidates of receipt of their application, eligibility and qualifications determination, certification referral, and final status of their application.
- B. Review and Explanation
  1. If a vacancy cannot be filled once a list of candidates has been certified for the vacancy, the Agency will give an employee who has made inquiry under this Section the reason why the position was not filled.
  2. A vacancy announcement shall not be canceled for the purpose of avoiding conformance with the merit promotion plan or this Agreement.

## **SECTION 7. CAREER LADDER PROMOTION**

- A. Career Ladder promotion is the promotion of an employee without further competition when the competition was held at an earlier stage. Career Ladder promotions are not subject to merit promotion.
- B. When the performance plan is prepared and discussed with the employee at the beginning of the appraisal period, the supervisor will discuss the type of grade-building assignments that may be assigned to the employee during the appraisal year, as well as what the supervisor expects concerning the employee's performance in order to be promoted to the next grade level.

## **SECTION 8. UNION REVIEW OF COMPETITIVE ACTIONS**

- A. An employee who wishes to challenge a competitive action may seek the assistance of the Union in filing a grievance or requesting information on the competitive action. The Union may request information regarding the competitive selection packages pursuant to Article 4, Section 6 Information Requests.
  
- B. For the purposes of this Article, competitive selection packages include the following (with redactions in accordance with the Privacy Act):
  - 1. SF-50 of Selectee (copy)
  - 2. Referral List (signed and dated by the Selecting Official citing action taken)
  - 3. Employees' Applications
  - 4. Priority Consideration Clearance Report (if applicable)
  - 5. Job Analysis (signed and dated by Selecting Official)(weights redacted)
  - 6. Vacancy Announcement
  - 7. Position Description
  - 8. Request for Personnel Recruit Action

### **SECTION 9. CAREER PATH TOOL**

Upward mobility is geared toward helping employees find opportunities for advancement and make use of resources that can help them on their career path. The Agency will create a web-based tool to enable employees to create personalized career plans that highlight the competencies needed for professional growth, and identify beneficial developmental opportunities. The Agency will update the Union on the development and implementation of the Career Path Tool.

## **ARTICLE 11: POSITION DESCRIPTIONS & CLASSIFICATION**

### **SECTION 1. GENERAL**

The Parties agree to follow the policies and procedures set forth in [FEMA Manual 252-2-1, Positions Management and Classification](#), dated June 19, 2014, except as otherwise provided in this Agreement.

### **SECTION 2. POSITION DESCRIPTIONS**

- A. The Agency shall provide each employee with a current position description which accurately reflects the duties and functions performed by the employee.
- B. A position description does not list every duty an employee may be assigned; but reflects those duties which are series and grade controlling.
- C. Employees who believe that they are performing major duties outside the scope of their position description or that the position description is inaccurate shall raise the discrepancies with their immediate supervisor. If the employee and supervisor cannot resolve the issue, the employee may file a grievance. Upon conclusion of the grievance process, if the employee still believes his or her position description is inaccurate, he or she may submit a written request to OCCHCO that the position be reviewed/audited. Response to request(s) to review/audit the position shall be made in writing to the employee, the employee's supervisor and the organization's administrator.

### **SECTION 3. EMPLOYEE CLASSIFICATION CONCERNS**

- A. Employees who believe their position description accurately represents the work they perform, but believe the title, series and/or grade is incorrect should discuss this with their supervisor.
- B. After discussing the issue with their immediate supervisor, employees may submit a written request to OCCHCO that the position be reviewed/audited. OCCHCO shall provide an initial disposition within 15 calendar days of receiving the requested information from the employee and supervisor and a status report every 30 days thereafter. A response to request(s) to review/audit the position shall be made in writing to the employee, the employee's supervisor, and the organization's administrator.

### **SECTION 4. NOTIFICATION TO EMPLOYEES**

- A. Where classification audits are to be performed, advance notice of three (3) working days shall be provided to employees who are to be interviewed.
- B. The employee's supervisor will provide the employee with a copy of the determination of finding memorandum upon request.
- C. The employee will be counseled by the supervisor and/or OCCHCO of the impact of the determination of finding.

**SECTION 5. IMPLEMENTATION**

In the event a classification audit would result in a downgrade of any Title V position, the provisions of 5 C.F.R. Part 536, Grade and Pay Retention, will apply.



## **ARTICLE 12: OFFICIAL RECORDS**

### **SECTION 1. OFFICIAL RECORDS AND FILES**

- A. No personnel record 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 will only be accessed by individuals with an official need to know for the performance of their duties. Official Records must be retained in a secure location.
  
- B. An employee may request, through their servicing Human Resources Specialist, that a record contained in his/her eOPF be corrected or amended in accordance with 5 U.S.C. § 552a(d)(2) and (3). Such requests must be accompanied with supporting documentation.

### **SECTION 2. ACCESS TO RECORDS**

- A. An employee may access his or her Official Personnel Folder (OPF) through the electronic OPF system (eOPF). The eOPF system is a secure web-based application that is accessible from remote locations. Employees shall have access to their eOPF from their workstations or any other internet connected device. Employees, or their representative(s) designated in writing, may request to receive at no cost copies of personnel records which are not in the eOPF.
  
- B. Employees will, upon request, be provided access to their own medical records maintained by the Agency. Employees' access to their own medical records maintained by the Agency may be refused only if, in the sole judgment of a health care professional, their disclosure would be harmful to the mental or physical health of the individual. In such cases, the medical record(s) may be released only to an employee's representative designated in writing. There may be instances where the Agency health care official may encourage the release of medical information to another health care professional. Documents containing health information maintained in the Agency's personnel or employment records are not protected by Health Insurance Portability and Accountability Act (HIPAA).
  
- C. The employee shall have the right to prepare and enter a concise statement of disagreement with any document filed on the left (temporary) side of the eOPF. When the document for which the employee files a statement of disagreement is removed from the eOPF, the statement of disagreement will also be removed. Nothing in this section shall negate an employee's right to grieve any matter.

### **SECTION 3. OUTDATED RECORDS**

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

### **SECTION 4. SUPERVISORY NOTES**

- A. Supervisory notes and files that are kept on employees and not placed in official files are for the sole use of that supervisor. They are intended only to serve as memory joggers.

- B. If supervisors make a personal decision to keep notes on employees, the notes or files:
  - 1. May not be shared with anyone unless there is an official need to know for the performance of their duties or is being used as part of an official action; and,
  - 2. Must be maintained in secure fashion in order to prevent inappropriate disclosure.
  
- C. Supervisory notes may only be used to support a disciplinary or adverse action if the notes are made available to the employee or designated representative.

## **ARTICLE 13: TRAINING & CAREER DEVELOPMENT**

### **SECTION 1. GENERAL PROVISIONS**

- A. The Agency and the Union agree that the training and development of employees is of critical importance to carrying out the mission of the Agency and in assisting the Agency to attract and retain a qualified and highly proficient workforce.
- B. The Parties encourage employees to recognize and carry out their individual responsibilities to keep abreast of changes occurring in their fields, crafts, trades, or occupations and to participate in developmental activities in order to perform more effectively in both current and future assignments.
- C. The Agency agrees that when new missions are assigned, new equipment is placed into service, or new procedures are implemented, appropriate training, as determined by the Agency, may be provided to affected employees.
- D. An employee may submit a request for training to their supervisor at any time.

### **SECTION 2. FEMA TRAINING COUNCIL**

- A. The parties agree that the Union may participate with the FEMA Training Council for the purpose of making recommendations regarding training and career development programs. The Union representative will have full participation in all aspects of the FEMA Training Council.
- B. Training issues addressed by the Council may include but will not be limited to the following examples:
  - 1. Orientation sessions for new employees;
  - 2. Collective Bargaining Agreement training;
  - 3. In-service or on-the-job training to improve the employees' capability to perform their current jobs;
  - 4. Training for career enhancement.

### **SECTION 3. INDIVIDUAL DEVELOPMENT PLANS (IDPS)**

The Agency will encourage career development by providing individual employees the opportunity to develop an IDP for career advancement and job related training. The Agency will assist employees in preparing IDPs, including guidance on the relation of organizational needs to individual career goals. Any employee who wishes to participate in job-related training may be required to develop an IDP.

### **SECTION 4. TRAINING COSTS**

- A. The Agency will pay all 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.

- B. Depending upon the availability of funds and training priorities, the Agency will also pay appropriate expenses as needed to increase an employee's knowledge or skills in connection with career growth or advancement opportunities.
- C. When resources for training are limited, approval for training funds will be based on the needs of the Agency and fair criteria that are equitably applied.

#### **SECTION 5. REQUIRED TRAINING**

Training required by the Agency will generally be conducted during an employee's regularly scheduled work hours. Employees will be required to attend training to which she/he is assigned. Failure to attend may result in disciplinary action and/or reimbursement of the training funds.

#### **SECTION 6. TRAINING INFORMATION**

The Agency will ensure that training opportunities are appropriately communicated via posting to the FEMA intranet site. Upon request, the Agency will advise individual employees of training opportunities that meet identified educational or career objectives.

#### **SECTION 7. NOTIFICATION REGARDING TRAINING REQUESTS**

Employees will be notified of approval or disapproval of training requests as soon as possible but in every case prior to the starting date of the training. Should an employee's request for training be disapproved solely for lack of funds, the employee may resubmit a request for training as funds become available. If not selected for training, the employee will be notified in writing of the reasons.

#### **SECTION 8. TUITION ASSISTANCE PROGRAM**

The Agency and the Union will work together to explore the possibility of establishing a Tuition Assistance Program to encourage and support the continuing education and training of employees. The Parties will consider budget and staffing implications, and the programs impact on employee recruitment, retention, and overall morale concerns.

#### **SECTION 9. STUDENT LOAN REPAYMENT PROGRAM**

The Agency and the Union will work together to explore the possibility of establishing a Student Loan Repayment Program to help FEMA employees repay all or part of outstanding federally insured student loans. The Parties will consider budget and staffing implications, and the programs impact on employee recruitment, retention, and overall morale concerns.

## ARTICLE 14: PERFORMANCE MANAGEMENT

### SECTION 1. GENERAL

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 255-1-1, FEMA Employee Performance Management Program \(EPMP\)](#), dated February 21, 2013, and [FEMA Manual 3700.2, Employee Performance System](#), dated May 15, 1984, except as otherwise provided in this Agreement.
- B. Information will be posted on the FEMA intranet site explaining key aspects of the performance management process.
- C. A goal of the performance management program is to develop highly skilled employees and a professionally trained workforce, promote and sustain a high-performance culture, and achieve organizational and individual excellence.
- D. The performance management program assists the Agency in:
  1. Communicating and clarifying organizational goals;
  2. Identifying and addressing developmental needs for individual employees;
  3. Assessing and improving individual, team and organizational performance;
  4. Developing measures to be used as a basis for recognizing and rewarding accomplishments; and
  5. Documenting performance as a basis for appropriate personnel actions.

### SECTION 2. PERFORMANCE MANAGEMENT FOR GENERAL SCHEDULE (GS) AND CORE EMPLOYEES

- A. Definitions
  1. **Critical Element** – Work assignments or responsibilities of such importance that unacceptable performance on the element would result in a determination that an employee’s overall performance is unacceptable.
  2. **Minimum Period:** The 90 day period of time during which an employee must perform under an approved performance plan before receiving a rating of record or an interim evaluation.
  3. **Performance** – An employee’s accomplishment of assigned work or responsibilities.
  4. **Performance Cycle:** The 12-month time period for reviewing employee performance (also known as an appraisal cycle or rating cycle). The performance cycle begins January 1 and ends December 31.
  5. **Performance Plan** – A written plan that describes the performance expectations (i.e. performance goals, core competencies, and associated performance standard(s)) that are to be met during the performance cycle.
  6. **Performance Standard** – The management-approved expression of the performance threshold(s), requirement(s), or expectation(s) that must be met to be appraised at a particular level of performance. A performance standard may focus on, for example, factors such as quality, quantity, timeliness, and manner of performance. Performance standards under the Program are described at the “Achieved Expectations” and “Achieved Excellence” levels.

7. **Progress Review** – A documented discussion, typically conducted on a quarterly basis, between an employee and the employee’ rating official about the employee’s actual performance as compared to the performance expectations set forth in the employee’ performance plan.
8. **Rating Official** – The official, generally the first-level supervisor, who prepares the employee’s performance plan with input from the employee, conducts progress reviews, and prepares any interim evaluations and the final rating of record.
9. **Rating of Record** – A written performance appraisal that is prepared at the end of the performance cycle, covering an employee’s performance of assigned duties against performance expectations over the entire performance cycle and includes the assignment of a summary rating level.
10. **Summary Rating** – Combining the written appraisals of each critical element (on which there has been an opportunity to perform for the minimum period, i.e., 90 calendars days) in order to assign a summary rating level. The rating official derives the summary rating from appraising the employee’s performance during the appraisal period on each element.

#### B. Planning and Communicating Performance

1. At the beginning of the performance cycle, a temporary promotion that is expected to last more than 90-days, and upon entry into a new position, a written performance plan shall be developed identifying the specific performance expectations for which the employee will be held accountable.
2. The rating official and the employee will discuss the Agency's desired program and management outcomes as well as the individual performance objectives toward which the employee should be focusing his/her efforts. The employee will be held accountable for his/her performance during the upcoming appraisal period. The discussion should also focus on the development of performance metrics that are quantifiable and results-based for each individual performance objective.

#### C. Employee Performance Plan

1. The EPMP endeavors to balance the demonstration of core competencies and achievement of individual performance goals.
  - a. *Core Competencies* – The measurable or observable knowledge, skills, abilities, behaviors, and other characteristics required by a position that have been validated and which apply broadly to all or many jobs within the Department. Each core competency is a critical element.
  - b. *Individual Performance Goals* – Specific goals assigned to an employee by the supervisor that describe detailed results that are to be achieved and which are described in the employee’s performance plan. A minimum of one goal must be assigned to an individual; however, three to five goals may be appropriate given the complexity and grade of the position. Each individual performance goal is a critical element unless defined as a developmental or team goal by the rating official in the goal title.

2. While rating officials should involve employees in the development of their performance standards to the extent practicable, rating officials retain sole discretion to determine the standards associated with each goal (e.g., quality, quantity, timeliness, manner of performance) at the “Achieved Expectations” and the “Achieved Excellence” levels. Performance objectives should clearly define expectations and differentiate within performance levels.

#### D. Monitoring Performance

1. Progress Reviews. There should be continuous feedback between the employee and his/her rating official. Progress reviews may take place at any time during the performance cycle; however are required quarterly. Ratings are not assigned for progress reviews.
2. Annual Rating of Record. An annual rating of record will be completed after the end of the performance cycle, in accordance with FEMA Manual 255-1-1. Employees are encouraged to provide input about their performance and a self-assessment prior to completion of the rating.
3. Dealing with Poor Performance. At any time during the performance cycle, if a Rating Official determines that an employee is performing poorly in one or more critical elements, appropriate action will be taken to address the performance deficiencies as soon as possible.

### SECTION 3. PERFORMANCE MANAGEMENT FOR WAGE GRADE EMPLOYEES

#### A. Definitions

1. **Employee Performance Plan:** A set of written expectations of work accomplishment and skills development. The Employee Performance Plan defines the performance expected of any employee in terms of performance criteria.
2. **Performance Criteria:** A component of the performance plan that defines employee performance responsibilities and expectations.
3. **Rating of Record:** The overall rating for the performance cycle. This rating is the final rating for the performance cycle and represents the official evaluation of the employee’s performance based on the combined final ratings for each performance criterion.
4. **Unacceptable:** A rating where the employee has failed to perform at a proficient level in one or more of the critical performance criteria.
5. **Proficient:** Performance in which the employee consistently performs in an acceptable manner, as described in the Employee Performance Plan.
6. **Superior:** Performance in which the employee consistently demonstrates unusual initiative in performing job responsibilities and consistently performs in a manner which is significantly beyond what is expected by the supervisor. The rating represents a level of performance of such unusually high quality, that it would normally occur only among a small percentage of employees performing under similar conditions.

#### B. Employee Performance Plan

1. The standard performance plan for all employees includes 10 performance criteria: Job Knowledge, Completing Tasks, Quality of Work, Customer Service, Problem Solving, Communication, Improving Work Processes, Coordination, Team Work, and Professional Development.
  2. Performance plans will be issued within 30 days of an employee's entrance on duty, reassignment or detail to new duties reasonably expected to last more than 90 days, or the beginning of a new performance cycle.
- C. Performance Cycle. The performance cycle is one year and coincides with the fiscal year. The starting date of the performance cycle is October 1. The performance cycle ends the following September 30.
- D. Monitoring Performance.
1. Quarterly Performance Reviews: First-level supervisors and employees will meet quarterly to discuss work performance and the employee's ability to meet his/her requirements.
    - a. Performance relative to each criterion will be judged by the supervisor to be either On Target (OT) or Less Than Expected (LTE):
      - i. "OT" indicates that performance in this criterion is at least acceptable and the employee's progress over the previous quarter is on target.
      - ii. "LTE" notifies the employee that his/her performance in this area is less than expected by the supervisor.
  2. Annual Rating of Record. Ratings of record shall be given in accordance with FEMA Manual 3700.2. The final rating will be either Unacceptable, Proficient, or Superior.
  3. Dealing with Poor Performance. If attempts to remedy LTE performance in any one of the critical criteria have not been successful, and if performance is continuing in such a way as to indicate that the employee's final rating is going to be Unacceptable unless it improves significantly, a Performance Improvement Plan shall be issued.

#### **SECTION 4. PERFORMANCE IMPROVEMENT PLAN (PIP)**

- A. Before a performance based action is taken against an employee, the employee will be given an opportunity to demonstrate acceptable performance through the issuance of a written PIP. (5 USC 4302(B)(1)).
- B. The PIP will include the following:
  1. Identify Problems. Identification and articulation of each critical element being performed at an unacceptable level.
  2. Explain Standards. An explanation of what the employee must do to bring his or her performance in the critical elements so identified up to an acceptable level.
  3. Allow Improvement. A reasonable period of time commensurate with the employee's duties and responsibilities in which to improve performance, but not less than sixty (60) days.
  4. Provide Assistance. Where appropriate, the types of assistance that will be provided to the employee in improving his or her performance.



- C. **MONITORING AND FEEDBACK:** The supervisor will monitor the PIP and provide feedback to the employee.
- D. Upon request, the employee will be given a reasonable amount of time to meet with a union representative to discuss the PIP.
- E. **RIGHT TO REVIEW DOCUMENTS:** When a PIP is issued, the employee or his or her representative will be provided, upon written request, with a copy of the documents on which the PIP is based. The Agency will also supply the employee or his or her representative, upon written request, with a copy of any documents demonstrating instances of acceptable performance on the critical element(s) at issue in the PIP.

#### **SECTION 5. RECORDKEEPING**

The retention, maintenance, accessibility, and disposal of performance records, as well as rating officials' copies, will be in accordance with Office of Personnel Management regulations.

## **ARTICLE 15: AWARDS AND RECOGNITION**

### **SECTION 1. GENERAL**

- A. The Parties agree to follow the policies, procedures, and authorities set forth in [FEMA Manual 255-4-1, Employee Awards and Recognition](#), dated September 26, 2013, except as otherwise provided in this Agreement.
- B. FEMA is committed to maintaining a highly skilled workforce to achieve the organizational excellence necessary to guarantee quality service to the public. The Awards Program is designed to create an environment where employees actively and continually seek better ways to do their jobs and improve organizational performance, and take great pride in their achievements. The Awards Program recognizes employees based on the merits of their accomplishment, contributions and innovations in support of the Agency's vision, mission, core values, and strategic goals.

### **SECTION 2. FUNDING**

The employer retains the right to determine how much of its budget will be allocated for monetary recognition for bargaining unit employees.

### **SECTION 3. AWARD CATEGORIES**

- A. Administrator's Awards: The Administrator's Awards are honorary awards given by the Administrator to individuals and groups that have clearly demonstrated extraordinary performance in support of the Agency's Strategic Plan.
- B. Length of Service Awards: Length of Service is an honorary award recognizing years of service in the Federal Government, including active duty military service.
- C. Recognition Items: Recognition items are honorary awards such as a letter, certificate, pin, plaque with citation, or other recognition items of nominal value including gift cards or gift certificates.
- D. On-the-Spot Awards: On-the-Spot (OTS) awards provide recognition for a specific act or service that is in the public interest and has exceeded normal job requirements.
- E. Performance-Based Awards: Performance-based awards are lump sum cash awards or time-off awards designed to recognize employees for the accomplishment of duties based on merit at the end of the performance cycle.
- F. Quality Step Increases: A Quality Step Increase (QSI) provides an incentive to the employee and recognizes unusually high quality performance by granting an earlier than normal step increase.
- G. Special Act Awards: Special Act Awards are one-time, lump sum cash awards granted in recognition of a meritorious personal effort, act, service, scientific, or other achievement accomplished within or outside assigned job responsibilities related to official employment with FEMA.

H. Time-Off Awards: A Time-Off Award (TOA) is an excused absence granted to an employee to be used without charge to leave or loss of pay in recognition of individual or group contributions or accomplishments.

#### **SECTION 4. NOMINATIONS**

Employees may nominate other employees for awards by submitting [nomination forms](#) to the employee's supervisor.

#### **SECTION 5. ANNUAL DATA**

In order to generate understanding, openness, and confidence, the Union will be provided annual statistical data consisting of the dollar amount budgeted per Program Office and a listing of employees who received an award including title, series, and grade. A meeting may be requested by the Union to discuss any concerns or issues it may have regarding the data.

## ARTICLE 16: UNIFORMS

### SECTION 1. GENERAL

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Directive 123-18-REV, Standard FEMA-Distinctive Clothing](#), dated July 25, 2011, except as otherwise provided in this Agreement.
- B. This article applies to bargaining unit employees who are required to wear specific clothing items to perform their duties.
- C. Uniform refers to a specified article or articles of clothing that may include, but is not limited to, such items as shoes, boots, hats, shirts, slacks, skirts, or outerwear an employee is required by an agency to wear to provide a distinctive and easily identifiable appearance in performing his or her job. A “uniform” does not include protective equipment required for the employee's safety under 5 USC 7903 or normal business or work attire purchased at the discretion of the employee.
- D. If the uniform logos, patches, and or designs are changed or altered, employees will have six months from the date of implementation to be in full compliance. Employees not in proper uniform may be prohibited from performing daily work. Employees will not be prohibited from performing daily work and will not be denied available overtime opportunities if the Agency does not provide uniform items or equipment in a timely manner, provided the employee did not substantively contribute to the delay.
- E. Employees are responsible for adhering to uniform requirements and guidelines outlined in this Article. Failure to adhere to uniform requirements may result in disciplinary action.

### SECTION 2. INITIAL UNIFORM ISSUE

- A. When a new employee is hired and brought on board, FEMA will provide the employee with an initial uniform allotment consisting of all required uniform items and accessories.
- B. If a current employee is promoted, he or she will get issued an initial uniform upgrade of items that have changed.

### SECTION 3. UNIFORM REPLACEMENT

- A. The Agency will replace uniform items as needed due to job-related damage or wear.
- B. Employees requesting a replacement must submit their replacement requirement to their supervisor so the uniform item can be ordered, if needed. Once the replacement item is received or available, the employee will be notified. After notification, the damaged or worn items must be turned in to their supervisor or designated point of contact and the employee will receive the new uniform item.

### SECTION 4. MATERNITY UNIFORMS

Upon notification to the Agency by the employee of the pregnancy, maternity uniforms will be

issued to the employee as needed as long as the employee performs work assignments normally assigned to uniformed employees.

#### **SECTION 5. PROFESSIONAL APPEARANCE OF UNIFORM**

- A. When wearing the uniform, employees will, at all times, present a neat appearance—clothes cleaned, pressed, and in an acceptable state of repair.
- B. The wearing of jewelry or other accessories may not interfere with the ability to wear personal protective equipment.
- C. Unit employees may elect to wear pins with AFGE Union insignia on their uniform while on duty. Any AFGE Union pin must be reviewed and approved by the Agency in advance.

#### **SECTION 6. PROPER USE OF UNIFORMS**

- A. Employees may wear their FEMA uniform during the normal work commute, on breaks, during meal periods, or during time periods between split shifts. Employees may also wear their uniform during brief stops that are part of the normal work commute. Examples of stops that may be part of the normal work commute include, but are not limited to, dropping off and picking up children from day care or school, and briefly stopping to buy a cup of coffee.
- B. The public will view an employee in uniform as representing FEMA, even if the employee is off duty. Therefore, any wearing of a FEMA distinctive uniform off-duty, except as provided in Section 6.A, is prohibited. In particular, employees may not wear a FEMA distinctive uniform in inappropriate establishments, or participate in activities that could compromise the credibility of FEMA. Examples of activities not permitted while in uniform include, but are not limited to, gambling, consuming alcoholic beverages, or participating in public events (including volunteer activities) not explicitly approved or sponsored by FEMA/DHS. If employees have questions about a specific activity, they should discuss it with their supervisors.
- C. Employees may wear their uniforms at solemn occasions, such as funerals or memorials, with Agency approval.

#### **SECTION 7. CHANGES**

In the event the Agency exercises its right to change, modify, amend or alter its uniform program in a manner that affects bargaining unit employees, the Agency will follow the procedures in Article 9, Impact Bargaining and Midterm Bargaining.

## ARTICLE 17: WORK SCHEDULES

### SECTION 1. GENERAL

- A. Scheduling of Work Policy. The Parties agree to follow the policies, procedures, and authorities set forth in [FEMA Manual 106-1-1, Scheduling of Work](#), dated March 5, 2014, except as otherwise provided in this Agreement.
- B. Premium Pay Policy. The Parties agree to follow the policies, procedures, and authorities set forth in [FEMA Manual 253-2-1, Premium Pay](#), dated February 11, 2014 except as otherwise provided in this Agreement.

### SECTION 2. WORK SCHEDULES

- A. Traditional Work Schedule. Unless an employee has requested and been approved for alternate work schedule, the employee will work a traditional work schedule.
  - 1. TWS workdays consist of:
    - a. For full-time employees, eight hours per day, 40 hours per week; and
    - b. For part-time employees, between 16 and 32 hours per week and, eight or fewer hours per day on five or fewer days per week.
- B. Alternative Work Schedule. All employees will be afforded the opportunity to participate in an alternative work schedule unless prohibited by the specific nature of their position.
  - 1. Flexible Work Schedule: A work schedule established with approval by the employee's supervisor that:
    - a. In the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by FEMA's business and core hours.
    - b. In the case of a part-time employee, has a biweekly basic work requirement of 64 hours or less that allows an employee to determine his or her own schedule within the limits set by FEMA's business and core hours.
  - 2. Compressed Work Schedule: A work schedule established with approval by the employee's supervisor that:
    - a. For a full-time employee, has an 80-hour biweekly basic work requirement scheduled for fewer than 10 workdays.
    - b. For a part-time employee, has a biweekly basic work requirement of 64 hours or less scheduled for fewer than 10 workdays.
  - 3. Requesting an AWS
    - a. Employees may request to participate in an AWS by preparing a FEMA Form 106-0-1-1 and forwarding it to their supervisor for approval.
    - b. Supervisors must approve or deny an employee's request prior to the pay period in which the schedule would take effect. A supervisor must state the reasons for denying an employee's request on FEMA Form 106-0-1-1.
  - 4. All types of Alternative Work Schedules may be combined with telework.
- C. Court/Administrative Hearing Appearances. An employee called to testify in an official

capacity is in official duty status and his/her appearance is considered hours of work. An employee's work schedule may be adjusted to facilitate the employee's appearance in an official capacity during duty hours. An employee required to extend his/her duty day or appear on a non-duty day will be compensated in accordance with applicable law and regulation.

- D. Fire Department Work Schedule. Full-time crew chiefs, firefighters and paramedics will work a rotating schedule consisting of 6, 24-hour shifts equaling 144 hours within a pay period. Fire inspectors will work shifts equaling either 112 or 120 hours within a pay period. When considering a change to the firefighter schedule, the Agency will engage in pre-decisional discussions with the Union.
- E. Compensatory Time Off for Religious Observances. An employee whose personal religious beliefs require absence from work during certain periods of time may elect to work overtime, with supervisory approval, to offset the time absent in meeting that religious obligation.
  - 1. An employee who is approved for such overtime work will be granted equal compensatory time off in lieu of overtime pay.
  - 2. The overtime work must be performed within 3 weeks preceding or following the period of religious observance.
  - 3. If the employee does not perform the overtime work within this timeframe, the hours will be charged to annual leave or LWOP.
- F. Lunch or Meal Period. Work schedules of employees (except firefighters and police officers) required to work more than five hours per workday will include a 30-minute unpaid lunch or meal period, unless modified to meet operational needs. This unpaid lunch or meal break period may be extended to a maximum of one hour provided the workday is correspondingly extended. Lunch or meal periods may not be scheduled at the beginning or end of the workday. Because employees receive no compensation for lunch or meal periods, they must be entirely free of the duties of their positions during this period. An employee may not work through the lunch or meal period in order to extend paid time or to otherwise modify his or her established schedule.
- G. Break Periods. Workload permitting, an employee will be given a 15 minute break which normally would occur in the middle of each four (4) hour work period. This break may not be combined with the lunch or meal period. Additional break time may be provided at the discretion of supervisors in extenuating personal circumstances and workload permitting. If additional break time is granted, the employee's daily schedule will be extended by the additional period of time the employee is given.

### **SECTION 3. OVERTIME**

- A. Overtime Work. The parties recognize the right of management to direct and approve overtime as afforded in 5 USC 7106 (a)(2)(a) and (b).
- B. Compensation. All overtime work will be compensated in accordance with applicable law and regulation.

- C. Assignment of Overtime Work. Overtime work will be assigned in an equitable manner among qualified employees. When management decides to use overtime, qualified volunteers will be used before non-volunteers. Agency shall determine the numbers, job categories, skills, and experience required to meet its overtime assignments and the employees who meet these requirements. Overtime shall not be distributed or withheld as a reward or punishment.
- D. Scheduled Overtime.
1. Some work units have work schedules that include scheduled overtime in the work schedule (e.g. pre-shift or post-shift activities, 24/7 coverage requiring a shift change briefing).
  2. Canine Handlers are required to be responsible for the care, control, grooming, training, and exercise of the assigned police dog 24 hours per day, including the officer's non-duty days. Canine Handlers are authorized one hour of overtime per day for this at-home care, as well as the maintenance of the assigned K-9 vehicle. If the care for the canine (or an additional canine) and/or K-9 vehicle will require more than the one hour authorized, the Canine Handler shall notify his/her supervisor and seek advanced approval to work additional time. On days the Canine Handler is not in possession of an assigned police dog or is not able to perform the at-home care duties, the Canine Handler is not entitled to scheduled overtime.
- E. Hardships. Upon request and a reasonable showing that a requirement to work overtime shall be a hardship on the employee, management may excuse employees from overtime, provided that management can meet requirements by utilizing the services of other employees.
- F. Call-Back Overtime
1. Call-back overtime work is irregular or occasional overtime work performed by an employee called back to work from an off-duty status or called back to work on a day on which no work was scheduled. Call back of employees shall be made at the discretion of the Agency when employees are needed to help mitigate or control an incident.
  2. Procedures
    - a. In situation where there is less than 12 hours available to identify an employee to perform overtime due to an absence or other short notice reason, management may assign an employee to cover the shift. Supervisors shall attempt to distribute overtime work in such instances equitably among qualified employees.
    - b. In situations where there is more than 12 hours to identify an employee to perform overtime, call-back procedures will be used to meet staffing requirements.
      - i. For work units that currently have call-back procedures, they may continue to use the call-back procedures as long as they meet the requirements below.



- ii. For work units that do not have a call-back procedure, any newly established call-back procedure must:
    - a) Allow for the identification and utilization of volunteers and a way for employees to temporarily indicate their unavailability (volunteer list),
    - b) Utilize a fair method of contacting volunteers, based on seniority or some other agreed upon objective standard,
    - c) Utilize a single mandatory overtime list, created as appropriate within each work unit or job function, based on seniority or some other agreed upon objective standard,
    - d) Take into consideration the skillset required for the overtime work, approved leave, and safety considerations (number of hours consecutively worked).
3. Employees are not authorized to report for duty unless requested by the Agency.
4. An employee who is called back to work, at a time outside of and unconnected with the employee's scheduled hours of work, will receive a minimum of two hours call-back pay. Employees are not generally compensated for their commute time, except when a Canine Officer is called out or dispatched after duty hours to respond to an emergency situation in support of federal, state, or local agency for explosive detection canine duties. For these instances, a Canine Officer's call-back time commences when the Canine Officer signs into service and concludes when the canine is secured at the officer's residence.

#### H. Standby Time

1. Time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes.
2. Procedures: The employee must be officially notified by his or her supervisor in order to be on standby duty. The notice must include the post of duty to which the employee is restricted and the date and beginning and ending times for the period of standby duty.

#### I. On-Call Time.

1. Both FLSA exempt and nonexempt employees are considered off duty and time spent in an on-call status is not considered hours of work if:
  - a. The employee is allowed to leave a telephone number or carry an electronic device upon which he or she may be contacted, even though the employee is required to remain within a reasonable call-back radius; or
  - b. The employee is allowed to make arrangements for another employee to perform any work that arises.
2. Procedures:
  - a. The employee must be officially notified by his or her supervisor in order to be on call. The notice must include the date and beginning and ending times for the period of on call status.

- b. During the on call period an employee must remain available by phone at all times and report to work within two hours after being called.
- c. Employees failing to report to work within two hours after being called without a legitimate, justifiable excuse may be subject to disciplinary action.

## **SECTION 6. SHIFT WORK**

The following provisions apply to employees who are regularly scheduled for shift assignments. Shifts assignments may be used in work units requiring coverage 24 hours a day, seven (7) days a week or requiring regular coverage outside normal work hours.

### **A. Requesting Temporary Shift Changes**

1. Employees may request to trade a shift with another employee when:
  - a. The trade is between employees who are in a similar position, similarly graded, and are qualified to perform the same duties
  - b. The trade does not create an entitlement to premium pay
  - c. The trade is for at least one full shift
  - d. The shift or shifts being traded do not extend beyond one pay period
2. The requests for temporary shift changes must be made in writing and submitted to the employee's immediate supervisor seven days in advance.
3. Shift trades must be approved at the supervisory level which has authority over the employees involved. Shift change requests will be approved at least three days in advance.

### **B. Requesting Permanent Shift Changes**

1. The requests for permanent shift changes must be made in writing and submitted to the employee's immediate supervisor 30 days in advance.
2. If there are multiple individuals requesting to be transferred to the same shift, assignment will be made on the basis of seniority, except when there are reasonable accommodation needs.
3. Permanent shift change requests are approved at the discretion of the supervisor. When approved, approval will be at least seven days in advance.
4. An employee's voluntary request to change shifts may cause his/her previously approved leave to be cancelled.

### **C. Involuntary Shift Change**

1. Employees may be involuntarily transferred to another shift to address personnel shortages. However, the Agency will first seek volunteers to change to another shift by announcing the shift change opportunity and identifying the job categories, skills, or experience required.
2. If there are not enough volunteers, the Agency will identify the employees with the job categories, skills, or experience required. Selections from among these qualified employees will be done on the basis of inverse seniority.
3. The Agency will notify affected employees and the Union at least 15 days in advance of a change.
4. Once the personnel shortage has been resolved, the employee may request to return to the shift from which they were transferred. Management will make a

reasonable effort to accommodate the request.

## ARTICLE 18: ABSENCE AND LEAVE

### SECTION 1. GENERAL

- A. The parties agree to follow the policies and procedures set forth in [FEMA Manual 123-10-1, Absence and Leave](#), dated December 29, 2015, except as otherwise provided in this Agreement.
- B. **Accrual and Use of Leave.** Employees earn annual and sick leave in accordance with their tenure and type of appointment in the federal service and applicable leave regulations. The minimum charge for leave will be one-quarter hour.

### SECTION 2. SCHEDULING OF WORK AND LEAVE

- A. **Reporting for Duty Mission Ready.** Employees must report to work mission ready. Employees who are issued FEMA equipment that is necessary to perform their duties, must report to their designated worksite with such equipment according to their authorized duty schedule. If an employee must leave his/her duty station to retrieve any necessary equipment, the employee shall use accrued annual leave, credit hours, or compensatory time to retrieve the equipment. In lieu of using paid leave, supervisors may approve LWOP if the employee does not have accrued leave. In all cases, employees shall not be granted administrative leave with pay to retrieve missing equipment.
- B. **Requests for Leave or Approved Absence.** An employee who wishes to take leave must submit his/her leave request using WebTA or successor system. The request must include the day(s), the type of leave, the number of hours, and the specific hours (from-to) of the absence being requested by the employee. Employees should provide their supervisors with as much advanced notice as possible for leave requests. When the need for leave arises in unforeseeable circumstances that prevent the employee from reporting to duty on a timely basis, the employee will contact the immediate supervisor or designated Agency official(s) to provide notice and request leave before the beginning of his or her reporting time or as soon as possible thereafter.
- C. **Timely Responses to Requests.** Consistent with the needs of the Agency and the Employee, leave requests will be decided in a timely manner. If requested by the employee in writing, a written explanation for a denial will be provided to the employee within 10 working days of the request for explanation.
- D. **Cancellation of Leave.** An employee may cancel previously approved leave. The Agency must be informed of this decision in a timely manner, e.g., as far in advance of returning to work as possible.

### SECTION 3. ANNUAL LEAVE

- A. An employee may use annual leave for vacation, rest, relaxation, personal business or emergencies. An employee has a right to take annual leave, subject to the right of the supervisor to schedule time at which time annual leave can be taken.

- B. Approval. When multiple requests for annual leave for the same period cannot be granted, the supervisor will attempt to resolve the conflict between the employees. A supervisor may consider any of the following factors when weighing competing leave requests:
1. Accrued Leave. The employee's accrued leave balance (e.g., the request of an employee who has "use or lose" leave could be given preference over one who has a lower leave balance).
  2. Previous Request. Whether the requesting employee was denied leave at the desired time during a previous leave year.
  3. Seniority. The requesting employee's seniority, with the same meaning and usage as elsewhere in this Agreement.
- C. Mount Weather Fire Department Procedure for Scheduling Annual Leave. Procedures for scheduling annual leave for vacation periods are as follows:
1. On December 1<sup>st</sup>, the most senior individual based on comp service date, will be presented the Fire Department Leave Book and the Personnel Rotation List.
  2. The individual will place their initials in the dates of up to 14 consecutive days they are requesting for a vacation period. Only one vacation period per individual will be scheduled per rotation.
  3. The employee will be given up to twenty four (24) hours to schedule their vacation period for each rotation.
  4. Employees on extended leave or regular break will be notified by phone and will have twenty four (24) hours to schedule their vacation period or forfeit that rotation. In the interest of time, personnel can leave a sealed proxy list of requested vacation times with the Assistant Chiefs who can act on their behalf.
  5. A wish list will be attached to the Fire Department Work Schedule Calendar for individuals to submit for vacations times that are already taken when the rotation comes to them. After the submittal period the Wish List will be maintained with the Fire Department Leave Book.
  6. After initialing a Vacation Period, the Fire Department Leave Book and the Personnel List will be forwarded to the next person on the list. A rotation will continue until the list reaches the least senior person on the list.
  7. This procedure will continue to rotate for employees to schedule six (6) vacation periods.
  8. Notification of the scheduled vacation periods will be approved / disapproved and posted in the Fire Department Leave Book by February 5<sup>th</sup>. Vacation leave will be marked in the book in RED ink.
  9. Cancellation
    - a. An employee may cancel scheduled vacation at any time before the start of the vacation period. In doing so the employee will lose the right to reschedule an additional vacation period, except on a first come, first serve basis. This vacation period will be filled off the Wish List, if no one has submitted this timeframe on the Wish List, this period is open on a first come, first serve basis.
    - b. An employee may not cancel the middle of a vacation period. Vacation periods are to be consecutive days / shifts selected during the

vacation open period. Cancellation of any shifts shall cause a forfeit either the beginning or the end of the vacation period.

10. Annual Leave requests may be submitted any time after the posting of the Vacation Schedule for the remainder of the year. This will be done on a first come, first serve basis. This leave will be marked in the Fire Department Leave Book in BLUE ink.

#### **SECTION 4. SICK LEAVE**

A. Sick leave should be granted to an employee when an employee:

1. Schedules medical, dental, or optical examinations;
2. Is receiving medical, dental, or optical treatment;
3. Is incapacitated from the performance of position duties by physical or mental illness, injury, pregnancy, or childbirth;
4. Would, because of communicable disease, jeopardize the health of other employees and/or the general public by being on the job (when there is uncertainty as to whether a particular ailment meets the definition of a "communicable disease" and it is not addressed by local health regulations, the employee should be asked to provide a statement from the patient's physician that the ailment is contagious. This statement should contain the period of time for which the patient must be confined or isolated); or
5. Must be absent from work for adoption-related activities (e.g., appointments with adoption agencies, social workers and attorneys, court proceedings, required travel, periods of time adoptive parents are required by court or agency to care for the adopted child).
6. In addition, employees may take sick leave to (1) provide care for a family member as a result of physical or mental illness, injury, or medical, dental, or optical examination or treatment; or (2) make arrangements necessitated by the death of a family member or attend the funeral of a family member.

B. Medical Certificates. Employees are required to provide "administratively acceptable" evidence to their supervisor when requesting sick leave. Normally, the only thing needed to satisfy this requirement is an employee's certification on WebTA as to the reason for the absence. However, for an absence in excess of three workdays (or for shorter absences where there are reasonable questions about the circumstances of the leave or where it is unclear whether the employee is totally incapacitated for duty), supervisors may require an employee who misses work to submit a doctor's certification of the medical reason for the leave or other satisfactory evidence as to the reason for the absence. If a supervisor has a reasonable basis to suspect an employee is abusing sick leave, the employee may be required to support all incidences of sick leave with a medical certificate regardless of duration. The employee must provide the required certification within a reasonable amount of time. Unapproved sick leave may be charged to annual leave or as AWOL.

C. Advancing Sick Leave.

1. An employee may, at the supervisor's discretion, be granted sick leave in advance of accrual in the event of serious disability or ailment, defined as one which

usually lasts for at least 3 consecutive work days and is supported by a medical certificate.

2. A supervisor should not advance sick leave to an employee when it is known (or reasonably expected) that the employee will not return to duty (e.g., when the employee has applied for disability retirement).
3. Maximum Advance. The amount advanced to a full-time employee may not exceed 240 hours. Part-time employees, working under a regular tour of duty, may be advanced sick leave on a pro rata basis.

### **SECTION 5. LEAVE ABUSE**

If reasonable grounds exist for questioning an employee's use of leave, the Agency may place an employee on a Leave Restriction. A Leave Restriction requires the employee to seek approval for any Annual Leave in advance or speak directly to the employee's supervisor and provide proof of an emergency preventing the employee from reporting to work. A Leave Restriction requires the employee to provide acceptable medical documentation for any Sick Leave request. The Leave Restriction will describe the circumstances which led to its issuance and will specify the termination date of the restriction. At the end of the stated period (not to exceed six (6) months), the Agency will review the employee's situation and if the circumstances that led to the leave restriction have improved, will notify the employee in writing if the leave restriction is no longer in effect. If the employee situation has not improved the Agency will notify the employee in writing if the Leave Restriction will be extended, and reviewed within six (6) months.

### **SECTION 6. FAMILY MEDICAL LEAVE ACT**

- A. An employee is entitled to a total of 12 administrative workweeks of unpaid leave during any 12 month period for one of the following purposes:
  1. The birth of a son or daughter of the employee and the care of such son or daughter;
  2. The placement of a son or daughter with the employee for adoption or foster care;
  3. The care of a spouse, son, daughter, or parent of the employee with a serious health condition;
  4. In response to a serious health condition of the employee who is unable to perform any one or more of the essential functions of his or her position; or
  5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has received notice to be called to active duty) in the Armed Forces (see 5 C.F.R. § 630.1204 for more information).
- B. An employee (or an employee's representative) must invoke his or her right to take leave under FMLA before taking leave. An employee cannot retroactively invoke his or her right to take leave under FMLA, unless the employee is mentally or physically incapable of providing notice of his or her intent to take FMLA leave during the entire time the employee is absent from duty. In such cases, the employee may be required to provide documentation explaining the employee's and/or representative's inability to notify FEMA of the employee's absence. A supervisor may ask an employee if it is his or her intent to invoke his or her FMLA protection when he or she is requesting qualifying leave.

## **SECTION 7. COURT LEAVE**

- A. Court leave is not charged to leave and will not result in a loss of pay to employees who serve as a juror or witness in accordance with FEMA Manual 123-10-1.
- B. If the employee is a party to a suit with only private parties, the employee cannot use court leave, but must use annual leave, credit or compensatory leave, or LWOP.
- C. Court leave must be requested in advance, and a copy of the summons or subpoena must be included in the request. Employees may be required to provide proof of attendance as a juror or witness.
- D. There is no limit on the amount of court leave that may be granted to an employee.

## **SECTION 8. MILITARY LEAVE**

- A. Military leave will be administered in compliance with applicable laws and regulations.
- B. Eligibility.
  - 1. Full-time permanent employees or non-permanent employees with appointments of one year or more are eligible for military leave.
  - 2. Part-time employees with a scheduled tour of duty between 16 and 32 hours per week are eligible for prorated military leave.

## **SECTION 9. EXCUSED ABSENCE**

Employees may be excused from performing their regular duties for certain activities which are considered to be in the interest of the Government. Absences may also be granted in certain other special circumstances, such as hazardous weather conditions (subject to Article 19, Telework), voting, job-related medical examinations, and blood donations (up to 4 hours in accordance with FEMA Manual 123-10-1, Section 10-15).

## **SECTION 10. LEAVE WITHOUT PAY**

- A. Leave without pay (LWOP) is a temporary non-pay status and absence from duty that may be granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion and granting LWOP should be done sparingly.
- B. Employees are entitled to LWOP under the following circumstances:
  - 1. The Family and Medical Leave Act of 1993 (FMLA), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs (see Chapters XX and XX and 5 C.F.R. Part 630, Subpart L).
  - 2. The Uniformed Services Employment and Reemployment Rights Act of 1994, provides employees with an entitlement to LWOP when employment with FEMA is interrupted by a period of service in the uniformed service (see 5 C.F.R. § 353.106).
  - 3. Executive Order 5396, dated July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.



4. Employees receiving workers' compensation payments from the Department of Labor must be placed in an LWOP status.
- C. LWOP must be requested and approved in advance before taking LWOP. Failure to do so will result in an unauthorized absence.

#### **SECTION 11. VOLUNTARY LEAVE TRANSFER PROGRAM**

- A. The Voluntary Leave Transfer Program (VLTP) allows eligible employees to donate annual leave or receive donated annual leave from other Federal employees in response to a medical emergency.
- B. A medical emergency is defined as a medical condition of an employee or a family member of an employee that may require an employee's absence from duty for a prolonged period and result in a substantial loss of income to the employee because of the unavailability of paid leave. You must have exhausted all of your annual (AL) and sick leave (SL) prior to using any donated leave.
- C. The Agency will post the Voluntary Leave Transfer Program (VLTP) application and donating procedures for the VLTP on the Intranet.
- D. On a quarterly basis, the Agency will provide information to all employees on the VLTP and a link to the list of names of employees approved for the VLTP.

#### **SECTION 11. BRIEF ABSENCES OR TARDINESS**

In cases of occasional brief periods of absence or tardiness of less than one (1) hour due to circumstances beyond his or her control; e.g., inclement weather, traffic, transportation issues, etc., an employee may request leave, the supervisor may grant an excused absence, or the employee and supervisor can agree to adjust the work schedule for that shift.

## ARTICLE 19: TELEWORK

### SECTION 1. GENERAL

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 123-9-1, Telework](#), dated January 9, 2013, except as otherwise provided in this Agreement.
- B. The purpose of telework is to complete the duties, responsibilities and other authorized activities (such as online training) of an employee's official position from an alternative worksite, other than at the location an employee normally works. FEMA promotes telework (also known as flexiplace, telecommuting, or work-from-home) as a workplace flexibility for recruiting top talent; retaining current employees; accommodating employees with disabilities; reducing the cost of office space, absenteeism, and use of workers compensation; and to ensure continuity of essential governmental functions in the event of an emergency.

### SECTION 2. DEFINITIONS

- A. Emergency: Includes national and local security situations, extended emergencies, or other unique situations when the Agency is closed or access to an employee's official duty station or other agency facilities is limited.
- B. Regular Telework (Core): Work that is performed on an established work schedule at an approved AWL on a regular, recurring, and ongoing basis. Telework arrangements may be determined by the Supervisor to be full-time or part-time based on eligible telework duties and portable work needs (full-time arrangements must consider Section 3-3, Official Duty Station). Employees with Regular Telework agreements may also apply for Situational Telework in order to work on specific projects and/or in response to an emergency.
- C. Situational Telework (Episodic): Telework that occurs on an occasional, non-routine basis and/or during COOP/pandemic health crisis or other emergency situations. Supervisors have discretion to establish timeframes for Situational Telework (Episodic) based on work-related factors such as work priority, deadlines, etc. When making an approval for a situational telework agreement for a medical reason, special project, or accommodation request, the agreement must be reviewed and reapproved every 30 days. Telework arrangements may be determined by the Supervisor to be full-time or part-time based on eligible telework duties and portable work needs (full-time arrangements must consider Section 3-3, Official Duty Station). The definition of situational telework includes "unscheduled telework" as defined separately. Situational telework may be used:
  - 1. To allow an employee to perform work on a specific organizational project or a discrete portion of a project;
  - 2. To permit an employee to perform work at an AWL during inclement weather;
  - 3. To allow an employee to perform work when his/her official worksite is not accessible (e.g., building damage/emergency, or because of traffic disruption due to street closures, conventions, demonstrations, etc.);

4. To enable an employee to perform work at an AWL during an agency closure or early dismissal (see Section 3-9, Emergency Situations for further detail); or
  5. For an employee who is recovering from illness or an injury and is temporarily unable to physically report to the traditional office, as supported by documentation from the employee's physician.
- D. Telework: A flexible work arrangement under which employees perform the duties and responsibilities of their positions from an approved worksite other than the location from which the employee would otherwise work.
- E. Telework Application and Agreement: A written agreement of the terms and conditions of the telework arrangement that is completed and signed by the participating employee and the supervisor or designee(s).
- F. Unscheduled Telework: A term applied in the context of OPM's Washington, DC, Area Dismissal and Closure Procedures, in reference to telework that occurs on day(s) that a telework approved employee was not scheduled in advance to telework. This is considered a type of situational telework and applies to all FEMA locations.

### **SECTION 3. PROCEDURES**

- A. Employees requesting to telework shall:
1. Complete the telework awareness training
  2. Prepare a telework documentation package ([FEMA Telework Program Application and Agreement Form](#) and [FEMA Telework Health and Safety Checklist](#)) in accordance with FEMA Manual 123-9-1
  3. Submit telework documentation package to supervisor for approval
  4. Submit approved telework documentation package to the Telework Coordinator
  5. Update Transit Subsidy application, if required.
- B. If a telework request is disapproved, the employee will be provided with justification for the disapproval.
- C. The telework arrangement may be terminated in writing by either management or by the employee with reasonable advance notice, generally fourteen calendar days, but not less than seven calendar days. When an arrangement is terminated by management, the supervisor must provide the employee with a brief, written explanation as to why.
- D. Management reserves the right, normally with one day notice, to require employees to return to the official duty location on scheduled telework days, based on operational requirements. Exceptions for a lesser notification may be appropriate in certain unforeseen situations.
- E. With supervisory approval, an employee may report to the office on any regularly scheduled telework day.

- F. Employees may request to have additional alternate work location approved following the procedure in paragraph A above.

#### **SECTION 4. TERMS AND CONDITIONS**

- A. Employees who telework must be available to their coworkers, supervisor, and customers in the same manner as if they were in their duty location. Specific communication expectations (e.g. use of Microsoft Lync) shall be addressed in the telework agreement, if necessary.
- B. Employee performance for teleworkers and non-teleworkers will be evaluated using the same performance management program and standards that cover workers at traditional office/duty locations. This includes providing all employees the same opportunities and treatment with regards to work assignments, periodic appraisal of job performance, awards, recognition, training and developmental opportunities, promotions, and retention incentives.
- C. While in a telework status, employees will not be treated differently nor will their administrative or reporting requirements to their supervisors vary from when working in the office (i.e. teleworking employees may only be required to report their status to their supervisor or to report on work accomplished or to be accomplished if required to do so when present in the office).
- D. Teleworkers are responsible for ensuring appropriate arrangements for the care of dependents at home if the home is their official telework duty location. That is, employees may not use telework to personally care for a dependent. However, this does not preclude a teleworker from having a caregiver working in the home providing care to the dependent(s) while he/she teleworks.
- E. Telework may not be used in lieu of sick leave.
- F. Time and Attendance, Work Performance and Overtime.
  - 1. Time spent in a telework status must be accounted for and reported in the same manner as if the employee reported for duty at the official duty station. The employee is required to satisfactorily complete all assigned work, consistent with the approach adopted for all other employees in the work group, and according to standards and guidelines in the employee's performance plan.
  - 2. The employee agrees to follow their normal mission area/agency/staff office procedures regarding the requesting and approval of overtime, credit hours, and leave that are worked while in a telework status.
  - 3. All approved telework hours are to be reported in the WebTA Time Attendance and System.
- G. Teleworking employees continue to be bound by DHS and FEMA standards of conduct and performance directives and policies while working at the alternate worksite.

#### **SECTION 5. EMERGENCIES**

- A. Employees shall monitor, read and comply with OPM or Agency announcements unless otherwise directed by their supervisors. In situations of emergency closings, late openings, or early dismissals, employees shall follow the procedures set forth in [FEMA Manual 123-9-1, Chapter 3-9](#).
- B. The Agency may require any employee to telework in accordance with an activated Continuity of Operations Plan (COOP).
- C. Supervisors may excuse telework ready employees from work and grant annual or administrative leave with pay, as appropriate, when an emergency adversely affects the telework site (e.g., disruption of electricity, loss of heat, loss of connectivity, etc.), or if the teleworker faces a personal hardship that prevents him or her from teleworking effectively. Dependent care needs do not ordinarily entitle a teleworker to administrative leave; annual leave will be granted as appropriate.

#### **SECTION 6. OFFICIAL TIME FOR UNION REPRESENTATIVES**

In locations where Union office space is not provided, Union representatives may use official time in accordance with the Official Time Article while in a telework status. Union representatives must be on an approved telework agreement for such official time to be approved.

## **ARTICLE 20: DISASTER DEPLOYMENT**

### **SECTION 1. STATEMENT OF UNDERSTANDING**

The parties acknowledge that all FEMA employees are subject to recall around the clock for emergency management operations which may require irregular work hours, work at locations other than the official duty station, and may include duties other than those specified in the employee's official position description. Both parties recognize that emergency assignments may change due to circumstances and staff availability at the time an incident or operation occurs.

### **SECTION 2. DEPLOYMENT**

- A. The parties agree to follow the policies and procedures set forth in [FEMA Directive 010-8 \(revised\)](#), [FEMA Incident Workforce Deployment](#), dated October 16, 2014, except as otherwise provided in this Agreement.
- B. Employees will be "available for deployment" in the FEMA deployment system unless approved by their supervisor of record to be "unavailable for deployment."
- C. Employees will be deployed as described in FD-010-8, Section VII. C.
- D. While on deployment the supervisor of record will take into consideration the fact that the employee is deployed in the assignment of job duties.
- E. Employees can request leave at any time while deployed. After 30 consecutive days of being deployed an employee's request for leave will not be denied unless the mission of the Agency is impacted.

### **SECTION 3. RIGHT TO REPRESENTATION WHILE DEPLOYED**

The parties acknowledge that while on disaster deployment, all FEMA bargaining unit employees shall have the same rights and privileges accorded them while at their permanent duty station. Where practical and feasible, these rights shall extend to access to a union official and representation.

## ARTICLE 21: TRAVEL

### SECTION 1. GENERAL

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 122-1-1 Travel Policy](#), dated October 23, 2015, except as otherwise provided in this Agreement.
- B. The parties recognize that employees may be required to perform travel away from their official duty station. When travel is required, employees will be compensated for their time and expenses in accordance with applicable law, Government-wide rule or regulation, including 5 C.F.R. Parts 550-551 and 41 C.F.R. Chapters 300-301 (Federal Travel Regulations) and this Article.
- C. The Agency agrees to provide information on the FEMA intranet site and offer training regarding reimbursable travel expenses, proper use of the travel charge card, use of the electronic travel systems, miscellaneous expenses, and per diem. Employees are encouraged to regularly review information on the FEMA intranet site, particularly regarding reimbursable expenses and practices addressing travel outside regular working hours.

### SECTION 2. COMPENSATION FOR TRAVEL

- A. Travel time, whenever possible, should be scheduled during an employee's regularly scheduled tour of duty. It is recognized that in some cases, no amount of planning or scheduling will prevent an employee from being required to travel outside of his or her regularly scheduled tour of duty.
- B. Travel time that counts as hours of overtime work shall be compensated with overtime pay or compensatory time in accordance with the applicable law, regulation, and the Work Schedules article.
- C. FLSA Nonexempt Employees. For FLSA nonexempt employees, travel time is considered to be hours of work under **either** the FLSA exempt employee rules (below) or when the time spent in travel status is outside a 50-mile radius of their official duty station and they are required to:
  - 1. Travel during regular working hours;
  - 2. Drive a vehicle or perform other work while traveling;
  - 3. Travel as a passenger on a one-day assignment away from the official duty station; or
  - 4. Travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.
- D. FLSA Exempt Employees. Time spent in travel status outside a 50-mile radius of an employee's duty station, is considered to be hours of work, if the time spent traveling:
  - 1. Is within the days and hours of the regularly scheduled administrative workweek;
  - 2. Involves the performance of work while traveling;
  - 3. Is incident to travel that involves the performance of work while traveling;

4. Is carried out under arduous conditions; or
5. Results from an event which could not be scheduled or controlled administratively. (For example, an employee may be required to travel on a non-workday, *e.g.*, Saturday or Sunday or travel extends past normal work hours.)

### **SECTION 3. COMPENSATORY TIME FOR TRAVEL**

- A. Compensatory time off for travel is a form of compensatory time off that may be earned by an employee for time spent in a travel status away from the employee's official duty station when such time is not otherwise compensable. Both FLSA exempt and nonexempt employees receive compensatory time off for time spent in travel status that is not otherwise compensable as hours of work.
- B. Requests for compensatory time off for travel must be made in advance using WebTA.
- C. Compensatory time off for travel is credited and used in increments of 15 minutes.
- D. Forfeiture: Compensatory time off for travel is forfeited:
  1. If not used by the end of the 26th pay period during which it was earned;
  2. Upon voluntary transfer to another agency;
  3. Upon movement to a non-covered position; or
  4. Upon separation from the Federal Government.

### **SECTION 4. TRAVEL CHARGE CARD**

- A. All employees must comply with the policies and procedures for the travel charge card set forth by Federal Regulations, DHS/FEMA policies, and FEMA travel directives.
- B. All FEMA employees must be issued a government travel charge card unless:
  1. The employee travels infrequently (less than twice per year) for non-disaster purposes; and/or
  2. The employee's travel charge card privileges have been suspended or cancelled.
- C. The travel charge card may only be used for official travel expenses while on TDY travel, including charges incidental to travel that may not be reimbursable under applicable law, Government-wide rule or regulation. Employees may not use the travel charge card to make personal purchases, obtain cash from automated teller machine (ATM) withdrawals unrelated to official TDY travel, or for any other purpose unrelated to official travel. In addition, the card cannot be used for reimbursement of local travel expenses, except when authorized (by an approved travel order) for a rental car for a site visit and the purchase of gasoline for the rental car's official use.
- D. Employee's whose Travel Charge cards are cancelled or suspended are encouraged to utilize the Employee Assistance Program.

### **SECTION 5. PROMOTIONAL ITEMS**



In accordance with Public Law 107-107 (the National Defense Authorization Act for Fiscal 2002, S. 1438), Employee's may retain and use promotional items, including frequent flyer miles, earned on government travel.

#### **SECTION 6. REIMBURSEMENT FOR TRAVEL EXPENSES**

- A. The Agency will reimburse employees for travel expenses through electronic funds transfer. Employees must submit a travel claim (i.e., voucher) within five (5) working days after completion of the travel or every 14 days if the employee is on continuous travel status. Employees should expect to receive travel expense reimbursement approximately five (5) working days of the Agency's receipt of a proper travel claim.
- B. Employees must have an approved travel order before incurring any travel expenses for travel to a Temporary Duty (TDY) location.
- C. An employee may be eligible for per diem when authorized to perform official travel at least 50 miles away from his/her Official Station or Residence of Record (ROR) and is in "travel status" for more than 12 hours.
- D. When an employee in travel status becomes incapacitated by illness or injury, the employee or authorized representative should notify the employee's supervisor as soon as possible to discuss and determine expenses eligible for reimbursement for return travel to the employee's official duty station in accordance with applicable law and Government-wide rule or regulation.

#### **SECTION 7. METHOD OF TRANSPORTATION**

Employees are expected to travel using the method of transportation that is most economical to the Government as determined by the Agency. When an employee does not travel by the method required by the Agency, any additional expenses will be borne by the employee.

#### **SECTION 8. LOCAL TRAVEL**

Local travel is official travel 50 miles or less from the employee's permanent duty station (PDS), AWS, or residence of record (ROR).

#### **SECTION 9. USE OF ELECTRONIC TRAVEL SYSTEM**

- A. Employees must use the Agency's designated Electronic Travel System to make all reservations for common carrier transportation, lodging, and rental car services.
- B. If an employee uses an unauthorized travel agent, unauthorized Electronic Travel System, or unauthorized travel service such as Orbitz, Travelocity, etc., the employee will be responsible for all additional costs that result from the unauthorized use including, but not limited to, higher fares and rates, service fees, and cancellation penalties.

## ARTICLE 22: DETAILS AND TEMPORARY PROMOTIONS

### SECTION 1. GENERAL

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 252-0-1, Details Program](#), dated September 22, 2015, except as otherwise provided in this Agreement.
- B. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 253-11-1, Merit Promotion and Internal Placement](#), dated June 23, 2015, except as otherwise provided in this Agreement.

### SECTION 2. DETAILS

- A. Definition. Detail. The temporary assignment of an employee from his or her position of record to an established different position or set of unclassified duties for a specified period with the employee returning to his or her official position of record at the expiration of the detail. An employee who is on a detail is considered to be occupying his or her position of record for all purposes.
- B. Purpose. Details may be used to complete emergency or short-term projects; satisfy temporary unmet workload requirements; maintain office functions during a reorganization, reduction-in-force, or rightsizing; or to accomplish the mission requirements of FEMA or other Federal agencies. Supervisors and managers must follow the proper policies and procedures to fairly and accurately affect personnel actions.
- C. Selecting Employees for Details. Consideration shall be given to those employees within the organizational unit where the detail is to occur or to those employees who show an interest or volunteer.

### SECTION 3. TEMPORARY PROMOTIONS

- A. Definition. Temporary Promotion. A promotion to a higher graded position on a time limited basis.
- B. Employees selected for temporary promotions must meet the requirements for basic eligibility in accordance with applicable regulations of the Office of Personnel Management and perform the grade-controlling duties of that position.
  - a. Employees need not be selected under competitive promotion procedures unless the promotion is for more than 120 days.
  - b. With the exception of deployments, employees selected for temporary promotions to a higher graded position for more than 120 days, will be paid at the higher grade for the period they occupy the higher graded position.
- C. Temporary positions that are expected to last more than 120 days will be advertised and filled using competitive selection. If a temporary promotion which was not advertised and filled using noncompetitive selection (i.e., a temporary promotion that was not

expected to last more than 120 days) and it is later determined that it will exceed the one hundred and twenty (120) days, will be advertised for competitive selection at that time.

- D. Upon termination of a temporary promotion, the employee will be returned to the position from which he/she was promoted, at the pay rate to which he/she would have been entitled had he/she not received the temporary promotion.

## **ARTICLE 23: REASSIGNMENT AND RELOCATION**

### **SECTION 1. GENERAL**

- A. When the Agency determines that it is necessary to reassign or physically relocate employees, it will provide advanced notification to the Union. Reassignments and relocations (that are not part of a reorganization as covered in Article 24, Reduction of Force and Transfer of Functions will be coordinated with the Union in accordance with procedures outlined in this Article). The Parties agree to the implementation measures contained in this Article to minimize adverse impact upon employees.
- B. This Article describes the exclusive negotiated impact and implementation procedures the Agency will take when reassigning or relocating an employee.

### **SECTION 2. DEFINITIONS**

For the purpose of this Article:

- A. "Relocation" means a physical move of the employee (s) in a work unit from one worksite (e.g.: office, suite of offices, shop, building) to another.
- B. "Reassignment" means the change of an employee from one position to another without promotion or change to lower grade, level or band.
- C. "Effective Date" means the calendar day on which the reassignment or relocation will take effect.

### **SECTION 3. UNION NOTIFICATION**

- A. When the Agency determines to reassign or relocate up to 10 employees, the Agency will give notice to the Union no less than 14 calendar days prior to the effective date. For reassignments which involve more than 10 employees, the notice to the Union will be provided 21 calendar days prior to the effective date. For geographic relocations which involve more than 10 employees, the notice to the Union will be provided 30 calendar days prior to the effective date. The Parties agree that the notification will include the following information:
  - 1. Reason(s) for reassignment or relocation,
  - 2. A list with the names, positions, titles and grades of all affected employees and their supervisors,
  - 3. Floor plans and seating chart(s), drawn to scale, for both the existing and proposed organizational locations,
  - 4. Whether the proposed relocation is intended to be temporary or permanent and the expected duration of residency in temporary space,
  - 5. Projected adverse impacts regarding anticipated changes in Union Office space, parking facilities, lunch facilities, security provisions, and proximity to public transportation,
  - 6. Health and safety testing results, if any,
  - 7. A proposed implementation schedule and
  - 8. Any proposed written employee notices.

- B. After receipt of the initial notice including the information described above, the Union may, as soon as possible, but no later than seven (7) calendar days after receipt, request to meet with the Agency Representative for a detailed briefing of the reassignment or relocation and to discuss the proposed reassignment or relocation and the information supplied with the notification, or to comment or otherwise make suggestions concerning the implementation plan. The briefing and discussion will occur no later than five (5) calendar days after the Union's request. The Union concerns raised at the meeting regarding adverse impact which will result from the proposed change will be discussed.
- C. The Union may request additional information under 5 U.S.C. § 7114(b) (4), as outlined in Article 4, Employee Rights,
- D. If prior to final implementation, the Agency concludes that a modification of the original plan is necessary and employee assignments will change as a result, the Agency shall notify and discuss these changes with the Union.

#### **SECTION 4. SELECTION OF WORKSPACE**

- A. When employees will be assigned individual offices or workspaces in conjunction with relocation, employees will be allowed to choose their office or workspace in accordance with this section. Employees will be allowed to choose from among the offices or workspaces designated by the Agency for their assigned work unit. The Agency shall decide the placement of work units consistent with work demands that necessitate that functions be adjacent to one another or in specific locations (e.g., sharing equipment or customer service). The order in which employees will be offered a selection is as follows:
  - 1. Employees on a full time schedule
  - 2. Grade
  - 3. Time in grade
  - 4. FEMA seniority
  - 5. Service computation date
  - 6. Flip of a coin
  - 7. Part time employment status in the same sequence as above.

Federal employees will get priority for space over contractors and reasonable accommodation needs will be honored.

- B. When employees are being moved to an open work environment, without individually assigned workspaces, employees may select a workspace on a first-come-first-serve basis each day. Employees may be required to select a workspace from among the workspaces designated by the Agency for their assigned work unit. In work locations where there are regular workspaces and hoteling workspaces, federal employees will have priority over contractor employees for the regular workspaces.
- C. When employees are being moved to a limited seating environment, employees with a telework agreement may be required to share workspace and employees without a telework agreement may be allowed to select a permanent individual workspace. If

employees are allowed to select a permanent individual workspace, they may be required to choose from among the workspaces designated by the Agency for their assigned work unit.

#### **SECTION 5. EMPLOYEE NOTIFICATION**

- A. The Agency will notify impacted employees of a reassignment or relocation no later than seven calendar days prior to the effective date.
  
- B. When an employee is being reassigned or relocated to a new geographic area, the employee will receive a notice which allows the employee to either accept or decline the geographic reassignment. The notice will include information regarding the consequences of declining the reassignment or relocation.

#### **SECTION 6. COUNSELING**

Employees may receive counseling, upon request, from EAP or their servicing HR Specialist regarding a reassignment or relocation.

#### **SECTION 7. DOCUMENTATION**

All reassignment and relocation actions will be documented in the employee's eOPF.

#### **SECTION 8. PERMANENT CHANGE OF DUTY STATION**

- A. When an employee is reassigned to a duty station outside his/her current geographic area, the Agency will reimburse the employee for his or her move at the rates authorized in accordance with applicable law and Government-wide rule or regulation.
  
- B. When the Agency assigns an employee to a position requiring a move to another geographic area, the employee may be authorized a house-hunting trip for a reasonable period, not to exceed ten (10) calendar days, as authorized by the Agency. Expenses will be authorized in accordance with the Federal Travel Regulation.
  
- C. Employees reassigned to a different geographic area who relocate will be allowed a reasonable period of time, as necessary, to complete the move and report to work at the gaining activity.

#### **SECTION 9. TRANSIT SUBSIDIES**

Within 10 days following any reassignment or relocation, employees are required to submit a new transit subsidy application, if needed.

#### **SECTION 10. TRAINING**

When an employee is reassigned or relocated, sufficient training as determined by the Agency will be given to the employee to enable him or her to perform the duties of the new position, subject to the availability of funds.

## **ARTICLE 24: REDUCTION-IN-FORCE AND TRANSFER OF FUNCTION**

### **SECTION 1. GENERAL**

The Parties agree to follow the policies and procedures set forth in [FEMA Manual 256-2-1, Reduction in Force and Transfer of Function](#), dated November 6, 2015, except as otherwise provided in this Agreement

### **SECTION 2. DEFINITIONS (FEMA MANUAL 256-2-1, SECTION 1-6)**

- A. Reduction-in-Force. A reduction-in-force means the release of a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; 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 an agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.
- B. Transfer of Function. The transfer of the performance of a continuing function from one competitive area and its addition to one or more different competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area. A Transfer of Function takes place when a function ceases in one competitive area and moves to one or more competitive areas that do not perform the function at the time of the transfer, and/or when the entire competitive area moves to another local commuting area without any organizational change.
- C. Reorganization. The planned elimination, addition, or redistribution of functions or duties in an organization.
- D. Furloughs. The placement of an employee in a temporary non-duty and non-pay status for more than 30 consecutive calendar days, or more than 22 workdays if done on a discontinuous basis, but not more than 1 year.

### **SECTION 3. WORKFORCE ADJUSTMENTS**

The Agency and the Union recognize that unit employees may be seriously and adversely affected by a Reduction in Force (RIF), reorganization, or transfer of function action. The Agency recognizes that attrition, reassignment, furlough, hiring freeze, and early retirement are among the alternatives to RIFs that may be available. This article describes the exclusive negotiated procedure the Agency will take when implementing a RIF, reorganization, or transfer of function. 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.

### **SECTION 4. ADVANCE EMPLOYEE NOTICE**

- A. Except in the case of furloughs due to circumstances beyond the control of the Agency, the Agency agrees to provide affected employees as much advance notice of reduction-in-force as is administratively possible. All such notices shall contain the information required by Office of Personnel Management regulations.
- B. The content of the specific notice shall include the following information:
  - 1. The action to be taken, the reasons for the action, and its effective date;
  - 2. The employee's competitive area, competitive level, subgroup and service date, and the three most recent ratings of record received during the last four years;
  - 3. The place where the employee may inspect the regulations and records pertinent to his/her case;
  - 4. Reasons for retaining a lower-standing employee in the same competitive level; ,
  - 5. Information on reemployment rights;
  - 6. The employee's grievance or appeal rights.

#### **SECTION 5. UNION NOTIFICATION**

- A. Except in the case of furloughs due to unforeseeable circumstances beyond the control of Management, prior to official notification of employees, the Union will receive fourteen (14) calendar days advance notice of any pending reduction-in-force or transfer of function, furlough, or reorganization.
- B. The notice will contain the approximate number and types of positions affected and the approximate date of the action.
- C. If requested by the Union, the Parties will meet in order for the Agency to present information on the reduction-in-force, transfer of function, furlough, or reorganization procedures and address Union questions. In addition, upon request, the Parties will meet to discuss any concerns prior to implementation. All meetings must take place within seven (7) calendar days of the notice.
- D. All time limits stated above may be extended by mutual consent of the parties involved.

#### **SECTION 6. MINIMIZING ADVERSE IMPACTS**

To the extent feasible, management agrees to utilize the following means and methods to accomplish reductions:

- A. Placement Assistance. The Agency will assist and counsel affected employees in seeking placement opportunities with other Federal agencies or elsewhere in the community;
- B. Reemployment Within DHS. In the event career or career-conditional employees are separated by reduction-in-force, the Agency will refer these names to the Department of Homeland Security (DHS) for inclusion on the appropriate reemployment priority list in accordance with the governing regulations.
- C. Retention Registers. Employees receiving a reduction-in-force notice have the right to review retention lists pertaining to all positions for which they are qualified. This includes the retention register for their competitive level and those for their positions for



which they are qualified, down to and including those in the same or equivalent grade as the position offered by Management. If separation occurs, this includes all positions equal to or below the grade level of their current positions. Affected employees shall have the right to the assistance of the Union when reviewing such lists of records.

- D. Minimizing the Impact of Automation and Technology Changes. The Parties agree that technological changes such as automation and re-engineering are desirable for the efficient operation of the Agency. However, decisions and actions concerning the impact of these changes should be made with a full awareness of employee morale. In light of this, when changes affect the classification or status of positions covered by the Agreement, Management will meet with the Union to discuss these changes. The Agency will attempt to minimize the adverse impact of these changes by using attrition and reassignment.
- E. Cooperation of Agencies. In the event of the transfer of function of the Agency activity to another government entity, FEMA will solicit the cooperation of the gaining agency in explaining the ramifications of such a change to the Union.
- F. Employee Training. FEMA agrees that, when an employee is reassigned due to the elimination of their position, sufficient training as determined by Management will be given to the employee to enable him or her to perform the duties of the new position, subject to availability of funds.
- G. Retirement and Severance Counseling. Counsel employees on individual rights relating to such matters as retirement and severance pay.

#### **SECTION 7. EMPLOYEE RESPONSE TO NOTICE OF OFFER**

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 will have until the end of the specific notice period during which to accept or reject the offer made.

#### **SECTION 8. REASSIGNMENT TO A DIFFERENT COMPETITIVE AREA**

- A. Reassignment of employees outside of their competitive area will be avoided when possible. When the Agency is not able to place an employee within the competitive area and the employee accepts a reassignment requiring a move to another competitive area, the Agency will reimburse the employee for his or her move at the rates authorized in accordance with applicable law and Government-wide rule or regulation.
- B. When the Agency assigns an employee to a position as a result of a transfer of function or RIF requiring a move to another geographic area, the employee may be authorized a house-hunting trip for a reasonable period, not to exceed ten (10) calendar days, as authorized by the Agency. Expenses will be authorized in accordance with the Federal Travel Regulation.

- C. Employee reassigned to a different commuting area who relocate will be allowed a reasonable period of time, as necessary, to complete the move and report to work at the gaining activity.

### **SECTION 9. USE OF DUTY TIME**

Employees who are identified for transfer of function, separation, or change to a lower grade as a result of a RIF under this Article will be granted up to eight (8) hours, while in a duty status without charge to leave for the following:

- A. Preparing, revising and reproducing job resumes and/or job application forms;
- B. Participating in employment interviews; and
- C. Reviewing job bulletins, announcements, etc.

### **SECTION 10. CONTINUATION OF EMPLOYEE BENEFITS**

Upon separation, the employee can continue health insurance free for 31 days after separation. An employee can then elect to continue receiving benefits under FEHBP. The employee must request it in writing within 60 days of separation (or within 60 days of receiving a notice from the agency that FEHB coverage is terminating).

### **SECTION 11. COMPENSATION DURING LAPSE OF APPROPRIATION**

Any employee appropriately authorized to perform work during a lapse of appropriations shall be compensated in accordance with applicable regulations.

### **SECTION 12. UNEMPLOYMENT BENEFITS**

The Agency will provide any employee to be separated by RIF or transfer of function with instructions on obtaining information regarding unemployment benefits available to them.

### **SECTION 13. 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 14. EMPLOYEES DEMOTED BY AGENCY ACTION**

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

- A. The Agency determines to fill the vacancy;
- B. The employee has the requisite skills and abilities for the position without the need for additional training; and
- C. Another qualified employee does not have a higher retention standing.

## **ARTICLE 25: CONTRACTING OUT**

In the event the moratorium on expending funds in support of OMB A-76 competition activities is removed by Congress, the Agency shall notify the Union and the Union shall have the right to request to reopen CBA negotiations on the issue of contracting out. Any agreement reached between the Parties will be incorporated as an Appendix to this Agreement.

## **ARTICLE 26: HEALTH AND SAFETY**

### **SECTION 1. GENERAL**

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual \(FM\) 066-3-1, Occupational Safety and Health](#), dated January 28, 2013, except as otherwise provided in this Agreement.
- B. It is FEMA policy to provide to each FEMA employee a place of employment which is free from recognized hazards that are causing, or are likely to cause, death or serious physical harm. This shall be accomplished by the implementation of a comprehensive Occupations Safety and Health (OSH) program that reflects the OSH requirements of Section 19 of the OSH Act of 1970; Executive Order 12196; and 29 CFR Part 1960.
- C. The Agency shall maintain an awareness of extreme weather considerations and the condition of employees operating within their span of control during emergencies and training and ensure that adequate steps are taken to provide for their safety and health.
- D. Each employee shall comply with the standards, rules, regulations, and orders issued by the Agency in accordance with section 19 of the OSH Act, Executive Order 12196, 29 CFR Part 1960, and FM 066-3-1.
- E. Specific procedures for preventing and abating safety and health hazards will be developed through FEMA Worksite OSH committees and must be approved by FEMA Safety Officials before implementation in accordance with 29 CFR 1910, DHS 066-1, and FM 066-3-1.
- F. The Agency will consider input from the Union when purchasing furniture, with regard to ergonomic compatibility and employee safety and health.

### **SECTION 2. STANDARDS**

The Agency shall comply with OSH Act of 1970, Executive Order 12196, and the OSHA standards and requirements that are outlined in the FEMA OSH Program Manual.

### **SECTION 3. REPORTING & ABATEMENT OF UNSAFE AND UNHEALTHFUL WORKING CONDITIONS**

- A. The following procedure shall be used for submission of FEMA employee reports of unsafe or unhealthful conditions and/or practices in the workplace:
  - 1. All FEMA employees shall be encouraged to orally or in writing report unsafe or unhealthful working conditions and/or practices directly to their immediate supervisor who shall promptly investigate the situation and take appropriate corrective action. Supervisors shall keep the reporting employee informed of all actions taken;
  - 2. Any FEMA employee (or authorized employee representative) may submit a written OSH report of an unsafe or unhealthful working condition and/or practice directly to the facility OSH Office or the FEMA Headquarters OSH Program Office;

3. Upon receipt of an OSH hazard report, the facility OSH Office shall log in the OSH report, contact the originator by telephone to acknowledge receipt, and discuss the seriousness of the reported OSH hazard. The facility OSH Office shall advise the responsible supervisor that an OSH hazard has been reported;
  4. The facility OSH Office shall investigate all OSH reports brought to its attention. Alleged imminent danger situations shall be investigated within 24 hours. Potentially serious situations shall be investigated within 3 days;
  5. The facility OSH Office shall provide an interim or complete response in writing to the originator of written reports within 10 working days of receipt. If no significant OSH hazard is found to exist, the reply shall include the basis for the determination.
- B. If there is an emergency situation in an office or work area, the first concern is for the employees and the public they serve. Should it become necessary to evacuate a building, the Agency will take precautions to guarantee the safety of employees and the public.
- C. Abatement Procedures:
1. In accordance with 29 CFR 1960, an abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within 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.
  2. The facility Worksite OSH Committee will be timely notified and consulted, 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.
  3. Prior to the establishment of an official abatement plan, the Agency shall take interim steps for the protection of the employees.
  4. The Union will be provided a copy of the abatement plan.
- D. 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 .
- E. At the request of the Union, the Agency will provide information regarding the qualifications of an inspector.

#### **SECTION 4. SAFETY & HEALTH TRAINING**

- A. The Agency shall provide safety and health training for employees, including specialized job safety training, appropriate to the work performed by the employee. This training will address the Agency's and the facility's OSH Program, with emphasis on the rights and responsibilities of employees.
- B. Employees and Union representatives will be provided training as described in FEMA Manual, FM 066-3-1.

#### **SECTION 5. NO REPRISAL FOR REPORTING**

The Agency agrees there will be no restraint, interference, coercion, discrimination, or reprisal directed against an employee for filing a report of an unsafe or unhealthful working condition or for participating in Agency 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 1960, or FM 066-3-1.

## **SECTION 6. WORK-RELATED INJURIES AND ILLNESSES**

- A. Employees must report any and all work-related injuries to their supervisor as soon as possible but no later than 24 hours and in accordance with FM 066-3-1. If the supervisor is not available, then reports on any work related injuries may be submitted to any supervisor in the employee's chain of command.
  1. Employees must use the [Employees' Compensation Operation & Management Portal \(ECOMP\)](#) to file claims. The employee has the opportunity to report to the health facility/Nurse, his/her personal physician for treatment, or the hospital emergency room for treatment and for assistance in the completion of necessary reports.
  2. The Office of Workers' Compensation Program (OWCP) should be promptly notified to ensure timely processing of necessary reports and employee claims. Employees who choose to file a claim may contact an OWCP Specialist for guidance on the necessary forms and the process for submission. Upon request, employees will be informed of their rights under the Federal Employees' Compensation Act, as amended in 1974.
  
- B. If an employee has sustained a work-related injury or illness and the treating physician of the injured employee (or nurse of the Agency) certifies that the employee is not capable of performing their full duties, the employee may submit a written request to his or her supervisor to perform limited duties. If the request is denied, the employee may submit a written proposal to perform limited duty to his or her second-level or third-level supervisor. The proposal shall identify what limited duties the employee believes are available and documentation from a treating physician indicating the employee is capable of performing such limited duties. The Parties understand that this provision does not obligate Supervisors to create limited duty work or limited duty overtime work but only to temporarily assign it to qualified employees to the extent that it is available and necessary. Approved limited duty assignments will be reviewed every 30 days.
  
- C. Within seven calendar days after receiving information of an occupational injury or illness, the Safety Officer must be notified by the employee to ensure appropriate information concerning such injury or illness shall be entered on the log. The record shall be completed within seven calendar days after the receipt of information that an occupational injury or illness has occurred.

## **SECTION 7. EMERGENCY PREPAREDNESS**

- A. Each facility shall have an emergency action plan in accordance with FM 066-3-1. The FEMA Facility Emergency Action Plan shall cover those designated actions FEMA employees must take to ensure employee safety from fire and other emergencies. The

Agency agrees that the first concern when an employee is injured on the job is to make certain that the employee gets prompt emergency medical treatment. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical treatment.

- B. When it is necessary to assist an employee to return home because of illness or incapacitation or to provide transportation to a medical facility, the Agency will assist in arranging for transportation.
- C. The Agency agrees to maintain Automatic External Defibrillators (AED) and adequate first aid supplies at each FEMA facility. All employees will have reasonable access to these supplies.

#### **SECTION 8. INDOOR AIR QUALITY**

- A. The parties agree that all employees are entitled to work in an environment containing safe and healthful indoor air quality.
- B. The Agency shall work with GSA and building owners to provide safe and healthful indoor air quality by conforming to laws, guidelines, and regulations, such as those promulgated by OSHA, EPA, and GSA.
- C. On-site air monitoring, investigations, and inspections for hazardous substances (e.g. asbestos, mold) will be conducted in accordance with FM 066-3-1.

#### **SECTION 9. SAFETY AND HEALTH RECORDS**

The Agency agrees to compile and maintain records required by the OSH Act and FM 066-3-1. The Agency agrees to ensure access by employees, former employees, and Union representatives to records/logs of facility occupational injuries and illnesses (including copies of accident reports) and to the annual summary of these in accordance with 29 CFR 1960, consistent with FOIA and Privacy Act requirements.

#### **SECTION 10. HAZARDOUS DUTY PAY AND ENVIRONMENTAL DIFFERENTIAL**

Environment Differentials and Hazardous Duty will be paid in accordance with OPM regulations and 5 CFR Part 532. Employees who believe they may be entitled to Hazardous Duty Pay or Environmental Differential may raise the issue with their supervisor or the Office of the Chief Component Human Capital Officer (Staffing). The Employee will be provided with a response in writing.

#### **SECTION 11. FIREFIGHTER OCCUPATIONAL MEDICAL SURVEILLANCE**

- A. FEMA shall conduct an occupational medical surveillance program to assist firefighters to maintain optimum health on the job.
- B. Firefighters will be given a comprehensive medical/physical exam pursuant to NFPA 1582 or as individual conditions warrant or as FEMA may require.

- C. Firefighters will schedule their physicals. Employees will notify supervisor as soon as possible with their scheduled physical date.
- D. FEMA will provide firefighters with all vaccinations for communicable diseases in accordance with applicable law, rules, and regulations. An assessment of the employee's coronary heart disease risk factors will be made yearly.
- E. FEMA will provide additional specialized testing, by a service provider designated by the Agency, for the purpose of determining fitness for duty if a medical condition is found. The employee will not be charged for this additional testing.
- F. The Respiratory Protection Program requires that all firefighters will be tested in accordance with 29 CFR 1910.134.
- G. When an annual physical examination discloses a medical condition that in the opinion of the examining physician is permanent and will prevent a firefighter from performing the full range of his or her assigned duties, the employee has the right to have such findings reviewed by his or her private physician at the employee's expense, and the employee will be given up to 30 days to obtain and present this additional medical information.

## **SECTION 12. PERSONAL PROTECTIVE EQUIPMENT**

The Agency will provide required personal protective equipment (PPE) to employees. Employees requesting a replacement must submit their replacement requirement to their supervisor so the PPE item can be ordered if needed. If not immediately available, the Agency will attempt to obtain the item as quickly as possible. Once the replacement item is received or available the employee will be notified. After notification the damaged or worn items must be turned into their supervisor or designated point of contact and the employee will receive the new PPE item.



## **ARTICLE 27: FITNESS-FOR-DUTY**

### **SECTION 1.**

- A. Fitness for Duty Examinations: The Agency may direct an employee to undergo a fitness for duty examination only under those conditions authorized in OPM regulations (currently found at 5 C.F.R. Part 339, Medical Qualification Determinations) at the time the examination is requested or ordered. If the Agency has reason to believe that an employee no longer meets applicable medical standards or physical requirements, it will adhere to the OPM regulations and any supplemental Agency policies in order to determine whether the employee still meets the necessary requirements/standards for employment.
- B. Under governing regulations, the Agency may order a psychiatric examination (including a psychological assessment) after an Agency ordered general medical examination indicates no physical explanation for behavior or actions which may affect the safe and efficient performance of the employee or others; or the position requires a psychiatric examination.
- C. Office of Workers Compensation Programs: The procedures in this article are not designed to address benefit claims filed with the Department of Labor, Office of Workers Compensation Programs (OWCP), for alleged job related injuries. Employees filing such claims must adhere to the OWCP rules, regulations, and policies.

### **SECTION 2.**

When the Agency orders or offers a medical examination under the provisions of the OPM regulations, it will inform the employee in writing of its reasons for ordering or offering the examination and the consequences of failure to cooperate. Except in emergency situations, an employee is entitled to at least seven (7) days advance written notice that s/he is to take a fitness for duty examination or psychiatric examination. In the event that the employee is requested to set up an appointment, s/he will be allowed reasonable time to do so. The notice will set forth the reasons for the examination (including the behavior the Employer has observed), and the general scope and character of the examination.

### **SECTION 3.**

The Parties recognize that, pursuant to 5 C.F.R. 339.303(b), the Agency retains the authority to designate the examining physician. The Employee shall be provided an opportunity to submit medical documentation from his/her personal physician or practitioner to the designated examining physician.

### **SECTION 4.**

It is Agency policy to utilize a licensed practitioner or physician and provide the examining physician with a copy of the applicable standards and requirements for the position, and/or a detailed position description of the duties of the position.

### **SECTION 5.**

The Agency will pay all costs for the examination(s) of employees which it orders or offers under the provisions of this article. Employees must pay for medical examinations conducted by a private physician or practitioner where the purpose of the examination is to secure a benefit sought by the employee such as but not limited to a request for a reasonable accommodation, sick leave, advanced sick leave, or FMLA.

**SECTION 6.**

The report of an examination conducted pursuant to this Article will be available to the employee pursuant to 5 C.F.R. 293.504(b).

## ARTICLE 28: WORKER'S COMPENSATION

### SECTION 1. INFORMATION

- A. The Agency agrees that as soon as practical after an employee notifies his or her manager and/or the appropriate Workers' Compensation Coordinator (WCC) of an occupational disease/illness or traumatic injury/illness in the performance of duty, it will advise the affected employee of his/her rights and responsibilities under the Office of Workers' Compensation Program (OWCP), and the Federal Employees Compensation Act (FECA). Additionally, an employee may at any time during the process, request information concerning the employee's rights under this program. These rights include the following:
1. The employee's right to file a claim for compensation benefits;
  2. The types of benefits available, including continuation of pay (COP), disability and death benefits;
  3. The procedures for filing claim will be posted on the Agency's Intranet;
  4. The option to request to use compensation benefits if approved in lieu of sick or annual leave;
  5. The right to representation (e.g., attorney, Union representative, family member or friend), upon written designation, with regard to his/her claim; and
  6. Employees in a travel status are covered 24 hours a day for all reasonable incidents of their temporary duty in accordance with applicable Government-wide law, rule or regulation.
- B. The Agency will post information regarding Workers Compensation on the Agency intranet site including WCC contact information and information on filing claims.

### SECTION 2. DEFINITIONS

- A. Traumatic injury/illness – A condition of the body caused by a specific event or incident, or series of events or incidents, within a single work day or shift. Such condition must be caused by an external force, including stress or strain, which is identifiable as to time and place of occurrence and member or function of the body affected; e.g., a fall that causes a broken bone.
- B. Occupational disease or illness – A condition produced by the work environment over a period longer than a single work day or shift, e.g., carpal tunnel syndrome. Occupational disease or illness may be produced by such work environment factors as systemic infections, continued or repeated stress or strain, exposure to toxins, poisonous fumes, noise, etc.
- C. Continuation of Pay (COP)—If an employee sustains a job-related traumatic injury, the Agency must continue the employee's regular pay during any periods of resulting disability, up to a maximum of 45 calendar days, in accordance with the requirements of the FECA. COP is subject to taxes and all other payroll deductions that are made from regular income.

- D. Disability – Partial or total incapacity due to a work-related injury, to earn the wages the employee was receiving at the time of the injury.

### **SECTION 3. PROCEDURES FOR FILING CLAIMS FOR WORKERS' COMPENSATION BENEFITS**

- A. As soon as possible after experiencing a job-related injury or illness, the employee should contact his/her manager and/or the Workers' Compensation Coordinator (WCC).
- B. In order to file a claim for workers' compensation benefits, the employee should electronically complete and submit for his or her manager's verification the OSHA 301 and Form CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, or Form CA-2, Notice of Occupational Disease and Claim for Compensation, and/or other necessary forms, located on Department of Labor's DOL's Employees' Compensation Operations and Management Portal (ECOMP) website located at <https://www.ecomp.dol.gov>. Detailed instructions for completing the necessary forms are located on the ECOMP website.
- C. The appropriate sections of the forms should be filled out by the employee as soon as possible, but no later than 30 calendar days from the date of the occurrence. If the employee is incapacitated, this action may be taken by someone acting on his/her behalf.
- D. If an employee sustains a work-related traumatic injury that requires immediate medical examination and/or treatment, the Agency will authorize such examination and/or treatment by providing the employee with a Form CA-16 (Authorization for Examination and/or Treatment) in accordance with the requirements of the FECA.
- E. If the employee's Form CA-2, Notice of Occupational Disease and Claim for Compensation is approved, the employee will have the option of buying back any used leave of 40 hours or more and having it reinstated to the employee's account in accordance with the requirements of the FECA.
- F. Employees have certain rights under the OWCP/FECA program relating to such issues as selection of a medical provider for treatment of an occupational disease or illness or traumatic injury/illness, light duty assignment, transfer of medical care, etc. The Agency agrees not to interfere in the employee's exercise of these rights, as set forth in 20 C.F.R. Part 10.
- F. In order for employees to protect their right to workers' compensation benefits, employees should file their notice of injury or occupational disease within 30 days of the occurrence. However, even if a notice was not filed within 30 days, the FECA (20 C.F.R. Part 10, Subpart B) allows for claims to be filed within 3 years of the occurrence and, under certain circumstances beyond 3 years.
- G. The Agency will assist employees in obtaining technical information regarding the proper procedures for filing claims with the DOL/OWCP. Such assistance may be obtained by

employees electronically or by making contact with the appropriate WCC. Employees should also visit the [www.dol.gov](http://www.dol.gov) website for workers' compensation information.

#### **SECTION 4. CONTINUATION OF PAY**

- A. In order to be eligible for COP, an employee must file a Form CA-1 within 30 days of the date the traumatic injury/illness occurred and ensure that medical evidence supporting disability resulting from the claimed traumatic injury is provided to the Agency within 10 calendar days after filing the claim for COP on Form CA-1 and meet any other applicable requirements of 20 C.F.R. Part 10.210. Use the Agency's Intranet for Workers Compensation contact information.
- B. The Agency must advise the employee of their right to request COP and the need to elect among COP, annual, sick, or any other paid leave, (e.g., credit hours or compensatory time) or leave without pay, for any period of disability.
- C. Time lost on the day of traumatic injury that occurs during the employee's work shift does not count toward COP and should be charged as administrative leave.
- D. COP is not available to employees who file an occupational disease or illness claim (Form CA-2).
- E. If the employee's claim for compensation is disallowed by the DOL/OWCP or FECA, any of the forty-five (45) days of COP that were previously granted will be converted to sick leave, annual leave, earned credit hours and/or leave without pay or considered an overpayment of pay under 5 U.S.C. 5584. A conversion option is not available if an employee is convicted of fraudulently claiming or obtaining workers' compensation benefits under the Federal Employee's Compensation Act (FECA). The employee will be responsible for advising the Agency as to which form(s) of leave is (are) appropriate using WebTA (or successor system).

#### **SECTION 5. RETURN TO WORK**

- C. An employee's transition back to work depends upon a number of factors, including the nature of the injury, the length of the absence, and appropriateness and availability of workplace accommodations.
- D. Priority will be placed on efforts to:
  - 1. Establish clear and consistent return to work guidelines for the employee;
  - 2. Regular communication with the employee to provide guidance and clarification regarding the employee's duties and performance; and,
  - 3. Identifying reasonable workplace accommodations as necessary to maintain the effectiveness and productivity of the employee.
- E. The Agency will make all reasonable efforts to assign employees to duties consistent with the employee's medical needs or offer appropriate employment, in accordance with the requirements of 20 C.F.R. Part 10, Subpart F.

## **ARTICLE 29: TEMPORARY LIGHT DUTY ASSIGNMENTS**

### **SECTION 1. GENERAL**

- A. The Parties recognize that temporary light duty assignments are a tool for the Agency to continue the productivity of employees who have incurred injuries or illnesses off the job that temporarily prevent them from performing their assigned duties. Light duty assignments allow employees to return to work and accomplish the Agency mission while temporarily limited by illness or injury. The Parties agree that Supervisors are not required to create light duty work but only to temporarily assign it to qualified employees to the extent that it is available and necessary.
- B. The Agency may assist workers injured or incapacitated off the job in returning to work consistent with their medical condition and this Article. The Parties agree that the length of employee absence from the job because of illnesses or injuries may be reduced by making light duty available to affected employees in a manner consistent with their prescribed medical condition or limitations and the needs of the Agency.
- C. Any employee who has been injured or incapacitated and is able to perform light duty may be permitted to conduct such duties that he or she is able to perform when such duty is available, until he or she has recovered from the injury or incapacitation. This option is for injuries of a temporary, rather than permanent nature.
- D. Light duty assignments may continue for a maximum of 90 days per incident if supported by medical documentation. After 90 days, an employee must return to full duty status or request leave as appropriate. Notwithstanding this Article, an employee may pursue a reasonable accommodation at any time if they believe their medical condition is more than temporary in nature.
- E. Light Duty is defined as specific duties and responsibilities that may include all or part of an employee's regular position or that may be outside an employee's position and that do not conflict with the employee's current work restrictions as identified by the employee's attending physician or practitioner. Duties may be approved and performed for a full work shift (full time) or for shorter time periods (part time).

### **SECTION 2. LIGHT DUTY PROCEDURES**

- A. When an employee is injured or incapacitated off the job and is ordered by his or her attending physician or practitioner to work light duty, the employee may submit a written request to his/her immediate supervisor to perform light duties. The request must include a list of light duties the employee can perform and signed medical documentation from a physician or practitioner, which describes the employee's restrictions or indicates the employee may perform the listed light duties and specify the duration of the noted restrictions.
- B. Upon receipt of the request, the supervisor will respond within fourteen (14) days by either notifying the employee of the duties that will be made available consistent with the stated restrictions, or by denying the request.

- C. An assignment to light duty appropriate to an employee's specific medical condition may be granted for a temporary period, if such work is available and the assignment will not unduly disrupt work operations.
- D. If a supervisor denies a request for light duty, the supervisor will notify the employee of the reasons for the denial. If denied for medical reasons, the employee will be informed that he or she may provide additional supporting medical documentation for reconsideration.
- E. If an extension of the light duty assignment is needed, the employee must request an extension supported by updated medical documentation from their physician or practitioner, prior to the expiration of the time period originally specified by the physician or practitioner. Temporary light duty assignments may not be extended beyond the maximum period stated in Section 1, Paragraph D.

### **SECTION 3. LIGHT DUTY FOR POLICE OFFICERS**

When making light duty determinations regarding Police Officers, the employee's law enforcement responsibilities will be considered. Various factors, such as the officer's ability to handle a weapon, operate a police vehicle, and make an arrest will be considered when determining what light duty assignments are appropriate.

### **SECTION 4. LIGHT DUTY DUE TO PREGNANCY**

A request for accommodation due to pregnancy to protect the health of a pregnant employee and/or her unborn child is also covered by this Article. Subsequent to the confirmation of the pregnancy, the employee may request light duty, excusal from wearing a uniform, and other accommodations in accordance with Section 2, above. The period of accommodation may continue for the duration of the pregnancy without the need for additional medical documentation and without regard to the limitation in Section 1, Paragraph D. A pregnant employee will not be involuntarily restricted from performing her regular duties solely because of her pregnancy.

### **SECTION 5. OVERTIME WHILE ON LIGHT DUTY**

Employees will not be precluded from being assigned overtime work based solely on their assignment to light duty, as long as light duty overtime work is necessary and working overtime is consistent with the employee's medical restrictions.

### **SECTION 6. LEAVE FOR MEDICAL APPOINTMENTS**

During the time the employee is on light duty, necessary time may be requested and approved for medical and physical therapy appointments. Leave for such appointments will be processed in accordance with **Article 18, Absence and Leave.**

## **ARTICLE 30: DRUG TESTING**

### **SECTION 1.**

The Parties agree to follow the policies and procedures set forth in [FEMA Manual 123-20-1, Drug-Free Workplace Program](#), dated July 28, 2014, except as otherwise provided in this Agreement.

### **SECTION 2.**

All tests and selection procedures will be in accordance with applicable law and Government-wide rule or regulation.

### **SECTION 3.**

Ordinarily, employees will be granted duty time to take FEMA-sponsored tests that may be used for promotion and/or placement in FEMA.

### **SECTION 4.**

Prior to implementing a new drug test or changes in the application of ongoing drug tests, the Agency will provide notice and, upon request, bargain with the Union to the extent required by law and in accordance with the mid-term bargaining provisions of this Agreement.



## ARTICLE 31: EMPLOYEE ASSISTANCE

### SECTION 1. EMPLOYEE ASSISTANCE PROGRAM

#### A. Program Purpose

1. The Agency's Employee Assistance Program (EAP) offers initial assessments, short-term counseling, and referrals to employees for a wide range of problems that affect the employee's job performance and/or conduct. Problems covered by EAP include family/relationship issues, workplace concerns, alcohol and drug problems, personal and emotional difficulties, health and behavioral issues. EAP also offers coaching services, financial services, legal services, and other assistance.
2. Employees who think EAP services might be helpful are encouraged to voluntarily seek counseling and information on a confidential basis. Early intervention may be helpful in assisting the employee in solving personal issues. No employee will be required to use EAP services unless this requirement is agreed to in writing as part of a mutually agreed upon settlement of a work-related matter.
3. 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.
4. EAP information will be posted on the FEMA intranet site.

#### B. Confidentiality

1. The Parties recognize that employee trust and confidence in the program are keys to its success. The Agency will require the EAP provider to maintain all confidential information and records concerning employee counseling and treatment in accordance with applicable laws, rules, and regulations.
2. 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.

#### C. Voluntary Participation

1. An employee will not receive a negative performance rating, be denied promotion opportunities, or be subject to disciplinary action or adverse action because of a request for counseling or referral assistance.
2. Although 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 EAP services unless part of a mutually agreed upon settlement agreement.

- D. Relationship to Other Actions. While EAP is intended to assist employees, EAP is not intended to shield employees from corrective action. Pursuant to a written settlement agreement, the Agency may hold in abeyance an administrative action so long as the employee agrees to participate in EAP, does not engage in new instances of misconduct or performance deficiency, and successfully completes the treatment to which he/she is referred. If the employee fails to meet the requirements of the agreement, the employee

may be subject to further administrative action. This provision only applies in the first instance of the problem(s) requiring EAP assistance and does not apply if severe, egregious, or criminal misconduct is involved.

- E. Administrative Leave. A supervisor or manager may grant up to 1 hour (or more as necessitated by travel time or unusual circumstances) of administrative leave for each EAP related counseling session, up to a maximum of 8 total hours, during the assessment/referral phase of rehabilitation.
- F. Leave Associated with EAP. The Agency may grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation for employees under the EAP, in accordance with applicable leave policies.

## **SECTION 2. CHILD CARE**

Current child care information may be found at the following sites: General Services Administration, EAP, OPM. The Parties agree to explore the possibility of participating in Federal child care services where not currently available to FEMA employees.

## **ARTICLE 32: VIOLENCE IN THE WORKPLACE**

### **SECTION 1.**

The Parties agree to follow the policies and procedures set forth in [FEMA Policy 1200.1, Violence in the Work Place](#), dated November 22, 2000, except as otherwise provided in this Agreement.

### **SECTION 2.**

The Parties are committed to maintaining a work environment free from violence, threats of violence, harassment, intimidation, bullying, and other disruptive behavior. These behaviors in our workplace will not be tolerated.

### **SECTION 3.**

Employees have the responsibility to report all disruptive behavior to their immediate supervisor, Labor and Employee Relations, or the Office of Chief Security Officer. All reports of incidents will be taken seriously and dealt with appropriately.

### **SECTION 4.**

Unacceptable behavior can include oral or written statements, or gestures that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action.

## **ARTICLE 33: INVESTIGATIONS**

### **SECTION 1.**

This Article contains the policy and procedures to be followed when bargaining unit employees of the Agency are the subject of, or involved with the investigative and administrative interviews. These policies and procedures will be followed by the Agency and Union representatives and employees participating in these interviews/examinations.

### **SECTION 2.**

An employee being interviewed by an official representative of the Agency in connection with either a criminal or non-criminal matter has certain entitlements/rights regardless of who is conducting the interview.

### **SECTION 3. NOTICE**

- A. When the Agency knows in advance that it is going to conduct an interview of an employee who is the subject of the investigation, the employee will receive at least two days advanced notice, if practicable, that an interview will be conducted.
- B. When an employee is interviewed by the Agency, and the employee is the subject of an investigation, the employee will be informed of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated.

### **SECTION 4. EMPLOYEE RIGHTS**

At the commencement of, or as soon as it might become applicable during the course of, an investigatory interview, employees will be given notification of all applicable rights including Weingarten, Miranda, Beckwith, Kalkines, and Garrity. This notice shall be on a form that the employee signs at the beginning of the interview or such time as the need is identified.

### **SECTION 5. UNION REPRESENTATIVE ROLE**

- A. In accordance with 5 U.S.C. § 7114(a)(2)(B), a representative of the Union will be given the opportunity to be present at any examination, involving an employee if the employee reasonably believes (either prior to or during the examination,) that a disciplinary or adverse action may result and the employee requests such representation.
- B. When the person being interviewed is accompanied by a representative furnished by the Union, in both criminal and non-criminal cases, the role of the representatives includes:
  - (1) Conferring with the employee;
  - (2) Clarifying questions; and,
  - (3) Objecting to intimidation tactics and confusing questions.
- C. The role of the Union representative is to assure that the investigation is conducted in a fair and respectful manner. However, a Union representative may not disrupt an investigation by transforming the interview into an adversarial contest or end the interview.

### **SECTION 6. AGENCY RESPONSIBILITIES**

- A. The Agency investigator may, at their discretion, meet in advance with the Union Representative for the purpose of discussing the rights of the employee; the role of the Union Representative and the investigator's plans for conducting the interview, breaks, conferences.
- B. The Agency investigator is responsible for conducting and controlling the interview. In the event of a dispute between the Agency investigator and the Union representative, the Agency investigator may give the employee the choice of proceeding without Union representation or terminating the interview.
- C. At the conclusion of an investigation governed by this Article which does not result in the proposal of any criminal or administrative action, the Agency will notify the subject of the investigation of that fact, within 30 days.
- D. After the interview, the employee being interviewed will be provided with a copy of his or her signed statement and signed rights warning forms upon request. Agency representatives, employees, and Union representatives will not, except as specifically authorized, disclose information about an investigation.

## **ARTICLE 34: DISCIPLINARY AND ADVERSE ACTIONS**

### **SECTION 1. INTRODUCTION**

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Manual 255-3-1, Employee Discipline Manual](#), dated December 29, 2015, except as otherwise provided in this Agreement.
- B. The Agency has the right and obligation to identify and correct both conduct and performance deficiencies. The objective of disciplinary and adverse actions is to promote the efficiency of the service.
- C. When appropriate, the Agency may consider an oral warning or counseling in lieu of a disciplinary or adverse action. The Agency generally follows the principle of progressive disciplinary action.
- D. Corrective action can include:
  - 1. Non-disciplinary actions, such as an oral warning, and an oral or written counseling;
  - 2. Disciplinary actions, such as letters of reprimand and suspensions of up to 14 days; and
  - 3. Adverse actions, such as suspensions of 15 days or more, reductions of grade or pay, furloughs of 30 days or less, and removal.
- E. Disciplinary or adverse actions will only be taken for such cause as promotes the efficiency of the service. The Agency will administer disciplinary and adverse action procedures and determine penalties for all employees in a fair and equitable manner.
- F. If the materials relied upon were not provided with the proposal, the employee or his or her designated Union Representative may contact the assigned Employee Relations (ER) Specialist for a copy of the material relied upon in proposing the action.
- G. When the Union is designated as the Representative in a disciplinary or an adverse action, the employee will notify the ER Specialist, in writing, of such designation. The designation will include the name, address, email address and telephone number of the Representative. When a representative has been designated, all correspondence will be served by the Agency to the Representative.
- H. If the employee elects not to be represented by the Union, correspondence will be addressed to the employee and it will remain the employee's prerogative as to whether he or she wishes to furnish the Union with copies of such correspondence.
- I. No record of a complaint determined to be unfounded or not investigated will be placed in the employee's Official Personnel Folder (OPF).

### **SECTION 2. DEFINITIONS**

For the purposes of this Article:

- A. Day is a calendar day, unless otherwise specified.
- B. Furlough means the placing of an employee in a temporary status without duties and pay because of lack of work, funds, or other non-disciplinary cause.
- C. Reinstatement means to put back or establish again, as in a former position or state.

### **SECTION 3. TIMELINESS OF DISCIPLINARY AND ADVERSE ACTIONS**

- A. The Agency will initiate disciplinary or adverse action in a timely manner after the facts and circumstances giving rise to the action are fully uncovered. Circumstances that can delay the issuance of a proposal or decision letter, include but are not limited to, the need to conduct a thorough investigation and/or to obtain additional information regarding particular matters, the need to consult with Employee and Labor Relations or the Office of Chief Counsel, the requirement to follow specified procedures, and difficulties in arranging meetings where the employee and the deciding official are at different locations.
- B. Delay in taking a disciplinary or adverse action will not excuse an employee's misconduct or raise a due process issue, but may be a mitigating factor with regard to penalty.

### **SECTION 4. ALTERNATIVE DISCIPLINE**

- A. Alternative discipline is often of benefit to both the employee and the Agency. Alternative discipline is a non-traditional, constructive approach to addressing misconduct or performance issues, in lieu of a formal disciplinary or adverse action. The objectives of alternative discipline include:
  - 1. Improving communications and interpersonal working relationships between supervisors and employees;
  - 2. Correcting behavioral problems;
  - 3. Reducing the costs and delays inherent in traditional disciplinary actions; and
  - 4. Minimizing contentiousness between the Parties.

#### **B. Types of Alternative Discipline**

The types of discipline that may be imposed under this type of agreement include, but are not limited to:

- 1. Remedial training, as determined appropriate;
- 2. Reduced suspension;
- 3. Serving a suspension on non-duty days;
- 4. Serving a suspension in smaller pieces over the course of multiple pay periods to soften the financial impact;
- 5. Serving a suspension that exists only through a written agreement between the employee and the supervisor, with no loss of pay or duties. The documented suspension will constitute prior misconduct for purposes of progressive discipline;
- 6. Financial restitution;
- 7. Participation in the Employee Assistance Program and authorization for the counselor to talk to the supervisor; or
- 8. Last Chance Agreement. A Last Chance Agreement (LCA) is an agreement in which an employee against whom the Agency has proposed a disciplinary or

adverse action agrees to conform to certain conduct expectations for a set period of time in exchange for the Agency's commitment to hold the proposed action in abeyance for the same period and upon the successful conclusion, to forego imposing the action. If the employee does not meet his or her obligation under the agreement, then the Agency is free to impose the proposed disciplinary or adverse action without issuance of a new notice and opportunity to reply. In any subsequent grievance, appeal or other challenge to the disciplinary or adverse action, the only issues that can be reviewed are whether the employee conformed to the conduct expectations to which he or she had committed in the LCA and whether the Agency has abided by the provisions of the LCA.

- C. Alternative discipline is not an employee right. The decision to offer alternative discipline in any particular case is a matter solely within the Agency's discretion and may be offered, including at the specific request of the employee or his or her Representative, at any stage of the disciplinary process, as the Agency determines appropriate. An offer of alternative discipline establishes no precedent or presumption that it will be offered in any other case.
- D. Any alternative discipline must be contained in a written agreement between the employee and the Agency.

#### **SECTION 5. DISCIPLINARY ACTIONS: REPRIMANDS**

- A. An Official Reprimand is considered the mildest level of a disciplinary action. An Official Reprimand is a written disciplinary action which specifies the reasons for the action, places the employee on notice that he or she may be subject to more severe disciplinary action upon any further offense, and informs the employee that a copy of the reprimand will be made a part of his or her OPF.
- B. An Official Reprimand will inform the employee that he or she has the right to file a grievance over the reprimand under the negotiated grievance procedure.
- C. An Official Reprimand will stay in the employee's OPF for a period of up to, but not exceeding, three years or upon resignation or retirement whichever is earlier. The supervisor has the discretion to determine the period the reprimand will stay in the OPF (i.e. one, two, or three years) and to withdraw the reprimand early. Although an Official Reprimand will no longer be considered a "prior disciplinary action" for purposes of progressive discipline after it is removed from the OPF, the fact that the employee has received the reprimand continues to serve as notice to the employee that the underlying conduct is unacceptable.
- D. Where an employee has consistently exhibited exemplary conduct and performance for one year following issuance of a reprimand, the Union may make a single written request that the reprimand be removed from the employee's OPF. The Agency will give good faith consideration to the request. The Agency's decision on such a request for early removal of the reprimand is final and not subject to the negotiated grievance procedure.

#### **SECTION 6. DISCIPLINARY ACTIONS: SHORT-TERM SUSPENSIONS**



- A. An employee against whom a suspension for 14 days or less is proposed is entitled to:
  - 1. An advance written notice stating the specific reasons for the proposed action;
  - 2. The right to receive and review materials;
  - 3. At least 5 days to respond orally and/or in writing and to furnish affidavits and other documentary evidence to a deciding official; and
  - 4. Be represented by an attorney or other representative.
- B. The employee and/or his or her representative, if an employee, will be given a reasonable amount of official time to prepare and present an oral and/or written response to the proposal.
- C. If the deciding official determines to impose a suspension, the decision will include the applicable grievance and/or appeal rights.

**SECTION 7. ADVERSE ACTIONS: REMOVAL, SUSPENSION FOR MORE THAN 14 DAYS, REDUCTION-IN GRADE, REDUCTION-IN-PAY, AND FURLOUGH OF 30 DAYS OR LESS**

- A. An employee against whom a removal, suspension for more than 14 days, reduction-in grade, reduction-in-pay, or furlough of 30 days or less is proposed is entitled to:
  - 1. An advance written notice of at least 30 days (except where a shortened notice period is authorized by law or regulation, such as 5 U.S.C. § 7513(b) and 5 CFR § 752.404(d)), stating the specific reasons for the proposed action;
  - 2. The right to receive and review materials;
  - 3. At least 14 days to respond orally and/or in writing and to furnish affidavits and other documentary evidence to a deciding official (normally at a level higher than the proposing official); and
  - 4. Be represented by an attorney or other designated representative.
- B. The employee and/or his or her representative, if an employee, will be given a reasonable amount of official time to prepare and present an oral and/or written response to the proposal.
- C. If the deciding official determines to impose an adverse action, the decision will include the applicable grievance and/or appeal rights.

**SECTION 8. MEDICAL CONDITION**

An employee who wishes consideration of any medical condition that the employee claims has contributed to a conduct, performance or leave problem shall supply supporting medical documentation within the time limits allowed for the employee's response to the proposal notice.

**SECTION 9. AGENCY DECISIONS**

- A. Where the Agency proposed a form of discipline or adverse action covered under Sections 6 or 7 of this Article, it will follow the procedural requirements of law, regulation, and this Agreement in rendering a written decision. The decision will state the specific reason(s), the effective date, the action to be taken, and the employee's appeal and grievance rights regarding the decision.

- B. In arriving at its written decision on any proposed disciplinary or adverse action, the Agency shall only consider the materials or information provided to the employee. The Agency shall consider any timely response that the employee and/or his or her representative made to a designated official and any timely medical documentation furnished.

**SECTION 10. UPDATES TO PERSONNEL ACTIONS**

Where it has been ultimately determined through administrative action or applicable third party adjudication that a disciplinary or adverse action was unjustified or unwarranted, the Agency will take whatever action is required to correct the employee's personnel and pay records, in accordance with law and regulation.

**SECTION 11. REQUESTS FOR TIME EXTENSIONS**

A reasonable request for an extension of time will be granted with a showing of good cause. Absent extraordinary circumstances, such requests must be made at least two workdays in advance of the deadline

## **ARTICLE 35: GRIEVANCE PROCEDURE**

### **SECTION 1. PURPOSE**

The purpose of this Article is to provide an equitable, simple and expeditious means of processing grievances. This negotiated procedure shall be the exclusive procedure available to the Union and employees in the unit for resolving grievances which come within its coverage, except as specifically provided below in Section 4.

### **SECTION 2. UNION INVOLVEMENT**

- A. Designation of a Union representative must be in writing and the designated representative must have the authority to act for the Union and Grievant. An employee may pursue a grievance with or without Union representation.
  
- B. When an employee grievance is presented to the Employer without Union representation, the Union will be provided a copy of the grievance and given an opportunity to be present during the proceedings unless the employee objects. If the employee desires representation, the Union shall be the sole representative for any grievance processed under this article.

### **SECTION 3. DEFINITION**

A grievance means any complaint:

- A. by any unit employee concerning their conditions of employment;
  
- B. by the Union concerning conditions of employment of any employee or alleged contractual violations by the Agency;
  
- C. by any unit employee, the Union, or the Agency concerning:
  - 1. The effect or interpretation, or a claim of breach, of this Agreement; or
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### **SECTION 4. EXCLUSIONS**

The following matters are excluded from this grievance procedure and any grievance consisting of the matter below may be rejected:

- A. Matters which are not subject to control by Agency management or control by the Union.
  
- B. Any claimed violation of Subchapter III of Chapter 73 of Title 5, U.S.C. (relating to prescribed political activities).
  
- C. Disputes over retirement, life insurance or health insurance.
  
- D. A suspension or removal under Section 7532 of Title 5 U.S.C. (related to national security).
  
- E. Disputes over any examination, certification or appointment.
  
- F. Disputes over the classification of any position, which does not result in the reduction in grade, or pay of an employee.

- G. Disputes over the non-selection for promotion from a group of properly ranked or certified candidates. This does not apply to the right to grieve over improper procedures used during the selection process.
- H. Disputes over the termination of temporary promotion.
- I. A separation action while serving under a time limited appointment.
- J. The content of performance standards and elements.
- K. The non-adoption of a suggestion or disapproval of a discretionary award. This exclusion does not apply to the right to grieve over improper procedures used in the process.
- L. The separation of employees in their probationary period.
- M. Performance Improvement Plans, interim ratings, and any progress review that is not a rating of record. This exclusion does not apply to the right to grieve over improper procedures used in the process.
- N. Preliminary notice of a proposed action, which, if effected, would be covered by this Article or excluded by a. through e. above.
- O. An oral warning, oral counseling, or written counseling.
- P. Allegation of Discrimination. A complaint of discrimination which is listed in 5 U.S.C. § 2302(b)(1) if the employee has elected to use an available complaint procedure provided by statute, such as the Equal Employment Opportunity (EEO) process. The employee may use the grievance procedure if the employee chooses not to use the EEO process.
- Q. An appeal of an adverse action based on performance under 5 U.S.C. § 4302 or misconduct under 5 U.S.C. § 7512 if the employee has elected to file an appeal under the statutory appeal procedure provided under 5 U.S.C. § 7701 or its implementing regulations. The employee may use the grievance procedure if the employee chooses not to use the Merit Systems Protection Board (MSPB) statutory appeal procedure.
- R. Where the relief requested is the same, matters which can be raised under the grievance procedure or as an unfair labor practice may, in the discretion of the aggrieved party, be raised under either procedure but not under both procedures.

## **SECTION 5. IDENTICAL OR "GROUP" GRIEVANCES**

In the case of identical grievances involving separate employees, the grievance may be consolidated by either Party. One employee's grievance shall be selected by the Union for processing as the "lead grievance." In such cases, all decisions on that "lead grievance" will be binding on the other grievance(s). The Parties agree that for the purposes of this section, identical grievances are those arising from a common set of circumstances which adversely

affect the grievants in the same manner where all of the witnesses would be testifying to the same or substantially similar facts. The term "substantially similar" means facts which are sufficiently alike so that a reasonable person would conclude that application of the same rules to the facts in each grievance would result in the same conclusions with regard to the outcome of those grievances. If a Party objects to the consolidation, the question of consolidation shall be referred to FEMA's Alternative Dispute Resolution Division for a final determination.

#### **SECTION 6. TIME LIMITS**

All time limits in this Article may be extended by mutual consent. Failure of the Agency to observe the time limits shall entitle the employee/Union to advance the grievance to the next step. Failure of the employee to observe time limits will automatically terminate the grievance.

#### **SECTION 7. QUESTION OF GRIEVABILITY**

In the event either party should declare a grievance non-grievable, the original grievance shall be considered amended to include this issue.

#### **SECTION 8. RESOLUTION AT LOWEST LEVEL POSSIBLE**

Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every effort will be made by the parties to settle grievances at the lowest possible level. Improving such communications, and applying fairness and good faith in the actions between the employees and managers through good working relationships is encouraged in order to promote efficiency and to avoid grievable matters. At any time during the grievance process, the Parties may attempt to resolve a grievance informally. If relief is granted, and employee accepts the grievance will be closed at that step, and no further processing will take place. If the grievant continues to the next step, the relief offered at the lowest step will not be implemented.

#### **SECTION 9. INDIVIDUAL GRIEVANCE PROCEDURE**

Grievances initiated by an employee or the Union on behalf of an employee or employees will be processed in accordance with this section.

**A. STEP 1.** A Step 1 grievance must be presented within fifteen (15) calendar days from the date the grievant knew or should have known the action or decision occurred.

Grievances must be presented in writing to the management official one level above the manager responsible for the action or decision being grieved. Grievances may be rejected if the following information is not included:

1. Name(s) of the grievant(s);
2. The specific occurrence or condition giving rise to the grievance;
3. The provisions of law, regulation, or Agreement allegedly violated, misapplied or misinterpreted;
4. Any relevant evidence, and
5. The remedy sought. The relief sought must be personal to the employee. A Grievant may not seek to have another individual penalized or rewarded through this procedure.

Within 28 calendar days after receiving the grievance, the management official shall render his or her written response.

**B. STEP 2.** If the grievant is not satisfied with the Step 1 grievance decision, or if the Step 1 decision was not provided in the allotted time, the grievant may file a Step 2 grievance in writing to the management official one level above the Step 1 official. The Step 2 grievance must be presented within 7 calendar days after receipt of the Step 1 decision or within 7 calendar days of the date the Step 1 decision was due. The step 2 grievance must include:

1. Step 1 grievance and response (if any); and
2. Any additional relevant evidence.

Within 7 calendar days of receipt of the Step 2 grievance, the Step 2 management official (or designee) will meet with the grievant and/or representative if a meeting was requested in the Step 2 grievance. Within 21 calendar days after the date of the meeting or within 28 calendar days after receipt of the Step 2 grievance if no meeting was requested, the Step 2 management official shall render his or her written response.

**C. STEP 3.** If the grievant is not satisfied with the Step 2 grievance decision, or if the Step 2 decision was not provided in the allotted time, the grievant may file a Step 3 grievance in writing to the management official one level above the Step 2 official. The Step 3 grievance must be presented within 7 calendar days after receipt of the Step 2 decision or within 7 calendar days of the date the Step 2 decision was due. The Step 3 grievance must include the following information:

1. Step 1 grievance and response (if any);
2. Step 2 grievance and response (if any); and
3. All evidence relevant to the grievance.

Within 28 calendar days after receipt of the Step 3 grievance, the Step 3 management official shall render his or her written response.

**D. Arbitration.** If the grievant is dissatisfied with the Step 3 decision, the Union President (or designee) may invoke arbitration as provided in the Arbitration Article. During arbitration the grieving party may only present evidence that was submitted with the Step 3 grievance.

## **SECTION 10. UNION OR AGENCY GRIEVANCE PROCEDURE.**

Grievances initiated by the Employer or the Union will be processed in accordance with the following steps:

**A. STEP 1.** The grieving party will present the grievance in writing to the other party within fifteen (15) calendar days from the date the party became aware of the action or incident being grieved. A Union grievance must be presented in writing to the Labor Relations Officer. An Agency grievance must be presented in writing to the Local President.

Grievances may be rejected if the following information is not included:

1. The specific occurrence or condition giving rise to the grievance;
2. The provisions of law, regulation, or Agreement allegedly violated, misapplied or misinterpreted;
3. Any relevant evidence, and
4. The corrective action desired.

The Parties will meet within 10 calendar days after receipt of the grievance to discuss the

grievance. The party filing the grievance will be furnished a decision by the other party within 10 calendar days from the date of this meeting. Nothing herein will preclude either party from attempting to resolve the grievance informally.

- B. **Arbitration.** If either the Union or Management is dissatisfied with a Step 1 decision, the Union President or Labor Relations Officer may invoke arbitration as provided in the Arbitration Article. During arbitration the grieving party may only present evidence that was submitted with the Step 1 grievance.

#### **SECTION 11. SERVICE OF PROCESS**

- A. Service of grievances and the decisions thereon, including arbitration notices shall be accomplished by email or personal delivery. Grievances and responses will be deemed timely if the email is sent or personal delivery is accomplished by midnight, local time, within the specified time limit.
- B. Response time periods will begin to run from the date the recipient receives a document in person, the date indicated on an automatically generated read receipt if sent between government email accounts or the date of a return email acknowledging receipt if sent to or from a non-government account. If no read receipt or acknowledgement is sent from the recipient, the relevant time period will begin on the day after the date the email was sent. The Parties agree that they will act in good faith in receiving documents and will not attempt to evade the service of documents.

## **ARTICLE 36: ARBITRATION**

### **SECTION 1. INVOKING ARBITRATION**

Arbitration may only be invoked by the Union or Agency. Invocation for arbitration will be filed with the Agency labor relations officer (employee or Union grievance) or the Local President (Agency grievance). If the Agency and the Union fail to settle any grievance processed under the negotiated grievance procedures, such grievance, upon written request by the Union, may be submitted to arbitration within thirty (30) calendar days from the date the Step III individual grievance decision is received or was due or the Step 1 Union or Agency grievance decision is received or was due. Demands to invoke arbitration must clearly identify the grievant and subject matter.

### **SECTION 2. SELECTION OF ARBITRATOR**

- A. No more than 5 calendar days after the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Services (FMCS) to provide a list of seven impartial persons to act as an arbitrator.
- B. Within 7 calendar days after receipt of the FMCS list the Parties shall select an arbitrator. The moving party will make initial contact with the defending party to select an arbitrator. If for any reason the defending party refuses to participate in the selection of an arbitrator, the moving party will be empowered to select the arbitrator from the list.
- C. Arbitrator selection may be done by in person, by email, telephone, or web conferencing. If the parties cannot mutually agree on one of the listed arbitrators, then Agency and the Union will alternatively strike one potential arbitrator from the list of seven and will then repeat the procedure until one name remains. The remaining person shall be the duly selected arbitrator. The parties will flip a coin to determine who strikes the first name.
- D. Following the selection, the moving party will, within 7 calendar days, notify the FMCS of the name of the arbitrator selected. A copy of the notification will be served on the other party.
- E. If an arbitrator is not selected within 30 calendar days of the invocation, the arbitration will be dismissed with prejudice.
- F. The time limits may be extended by mutual consent.

### **SECTION 3. THRESHOLD ISSUES**

- A. Arbitrators Decision. All disputes of grievability or arbitrability in a grievance advanced to arbitration shall first be raised by written submission to the arbitrator prior to any proceedings on the merits. The arbitrator is without jurisdiction to accept evidence or issue a decision on the merits until a decision on the threshold issue(s) of grievability/arbitrability has been rendered.
- B. Postponement. If either party raises an arbitrability question later than fourteen (14) calendar days prior to the date scheduled for a hearing, the other party shall have the right



to postpone the hearing, if it deems postponement necessary. Any additional costs by the arbitrator for cancellation required by the late notification, as to the arbitrability issue, shall be borne by the party raising the question.

#### **SECTION 4. PRE-ARBITRATION CONFERENCE**

Not later than the 30<sup>th</sup> day after the date that arbitration is invoked, the Parties shall conduct a pre-arbitration settlement conference. At such settlement conference, the Parties shall make good faith efforts to reach a resolution of the case. The content of such settlement discussions are confidential. Any statements made during the settlement discussions specific to the settlements, and any portions of written materials revealing the contents of such settlement discussions may not be introduced in proceedings before the arbitrator.

#### **SECTION 5. TRANSCRIPTS**

- A. Each party will inform the other no later than fourteen (14) calendar days prior to the start of the arbitration hearing whether it desires a transcript of the hearing.
- B. If the Parties mutually agree upon the need for a transcript, they shall equally share the cost of the transcript and the Agency will make the arrangements for securing a transcript.
- C. If the Parties do not agree on the need for a transcript, the party desiring a transcript will arrange for the transcript and will bear the full cost. However, should the other party change its mind and seek a copy of the transcript, it shall then be responsible for half of the costs.

#### **SECTION 6. PROCEEDINGS**

- A. Each party has the obligation to cooperate promptly with the designated arbitrator in setting a date for a hearing. Failure of either party to proceed with due diligence in responding to an offer of dates may serve as a basis for establishment of a hearing date by the arbitrator or dismissal of the grievance.
- B. No later than fourteen (14) calendar days prior to the hearing, the parties shall exchange proposed: issue(s) statement, list of witnesses with a brief synopsis of the anticipated testimony for each witness, and a list of joint exhibits. No later than seven (7) days prior to the hearing, the Parties will attempt to agree on and submit to the arbitrator a joint list of issues, witness(es), and exhibit(s). If the Parties cannot agree on the joint list of issues, witnesses, or exhibits, the Parties may submit individual proposed lists to the arbitrator. A copy of the submission will be simultaneously served on the other party. It shall be at the sole discretion of the arbitrator to determine the issue(s), witness(es), and exhibit(s).
- C. The arbitrator shall render his or her decision as quickly as possible; but, in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit. If no exception is filed during the thirty calendar day period beginning on the date the award is served, the award is final and binding. Either party will take the actions required by the final award within sixty (60) calendar days after it becomes final and binding, except as provided by the Award.

## **SECTION 7. COSTS**

- A. The arbitrator's fee and the expenses of the arbitration, with the exception of transcripts, shall be borne equally by Agency and the Union.
- B. Any fee or expense incurred in the process of requesting a panel of arbitrators shall be borne by the moving party.
- C. Fees to be paid by the Agency will be governed by existing regulations. Travel and per diem shall not exceed that authorized by government-wide regulations.
- D. Cancellation Costs. The Parties will share any cancellation costs equally when the pending issue is settled prior to the hearing. If one party cancels the hearing, that party shall be responsible for paying any costs associated with the cancellation.

## **SECTION 8. LOCATION OF HEARING**

The arbitration hearing will be held, if possible, on Agency's premises during regular business hours. The arbitration will normally be held within the commuting area of the grievant unless the grievant has transferred from the site of the dispute. In such cases the hearing will be held at the site of the dispute unless both Parties agree to hold it in another location. Arbitration hearings regarding group or consolidated grievances will be held at a mutually agreed upon site.

## **SECTION 9. PARTICIPANTS**

- A. The Union shall designate, in writing, one representative to represent the Union or Grievant in the Arbitration. The designated representative shall have authority to act for the Union and Grievant. The Union will be permitted to appoint a Union representative as an observer in any arbitration hearing at which the Union has designated a non-FEMA individual as its representative.
- B. Duty Status. All participants in the hearing shall be in duty status or on official time, if they would otherwise be in a duty status. If a hearing is scheduled on what would otherwise be a participant's day off, the Agency will adjust the employee's schedule so that the employee would be in a duty status.
- C. Travel and Per Diem. Where the witnesses are not within the commuting area of the hearing site, and where the witnesses are deemed approved by the arbitrator, Agency will pay travel and per diem for them. Should there be a disagreement as to the relevance of a witness where travel and per diem is required, the Union will pay travel expenses and the issue will be presented to the arbitrator who will decide on the relevancy of the testimony. If the arbitrator decides that the witness is relevant, the arbitrator will so state in the decision and Agency will pay travel and per diem at a rate no greater than that authorized by the government travel regulations.

## **SECTION 10. AUTHORITY OF ARBITRATOR**

- A. The Agency and the Union agree that the jurisdiction and authority of the selected arbitrator and his/her opinions, as expressed, will be confined exclusively to the

grievance at issue between the parties. The arbitrator is restricted to making a decision specifically and solely on the question(s)/issue(s) submitted. The arbitrator's decisions shall be final and binding subject to the Parties' right to take exceptions to an award and the Federal Labor Regulations Authority sets aside all or a portion of the award, or for enforcement purposes. However, any adverse appeals shall be presented to the appropriate appellate jurisdiction.

- B. The Arbitrator does not have the authority to disregard, circumvent, or otherwise proceed in any matter inconsistent with any provisions of this Agreement.

#### **SECTION 11. EX PARTE COMMUNICATIONS**

With the exception of the discussions regarding scheduling, both Parties agree that there will be no communication with the arbitrator unless both Parties are participating in the communication or one party has expressly agreed to the communication by the other party with the arbitrator.

## **ARTICLE 37: ALTERNATIVE DISPUTE RESOLUTION (ADR)**

### **SECTION 1.**

The Agency and the Union are committed to the use of ADR problem solving methods to foster a good labor-management relationship.

### **SECTION 2.**

ADR is an informal process which seeks early resolution of employee, labor, and management disputes. Participation in the ADR process must be voluntary.

### **SECTION 3.**

ADR uses non-adversarial methods to help the Parties seek a fair and equitable resolution. ADR is a positive approach to joint problem-solving that might not be available through the traditional methods of resolving issues. ADR focuses on the parties' real interests, rather than their positions or demands.

### **SECTION 4.**

ADR may be initiated at any time if all interested parties (i.e., supervisor, employee, and employee's union representative) are willing to participate in the ADR process. Any individual participating in the ADR process has a right to request and have a representative present. Resolutions under ADR cannot be in conflict with or supersede any agreements between the Parties.

### **SECTION 5. PRINCIPLES OF ADR**

Either party can refuse to participate or withdraw from the ADR process. The ADR Advisor has discretion to determine whether a certain case or issue is suitable for ADR and what type of ADR tool is appropriate. The ADR process involves many tools for resolving workplace issues, including, but not limited to, facilitation, conciliation, conflict coaching, team dynamic inquiry, mediation, and/or any combination thereof.

### **SECTION 6. GROUP COMPLAINT**

A group of employees with the same issues may present one complaint as a group. The group should identify one person as its representative. If the employees in the group work for different supervisors, the Director, LER Branch, should be consulted by ADR to identify the appropriate supervisory official to whom the group should present the complaint.

### **SECTION 7. CANCELLATION OF A COMPLAINT**

A complaint may be cancelled for the following reason(s):

- A. At the request of the complainant;
- B. If the complainant does not furnish required information and/or does not proceed in a timely manner with the advancement of the complaint.

### **SECTION 8.**

ADR may NOT be appropriate when:

- A. A definitive or authoritative resolution of the matter is required for precedential value,

and such a proceeding is not likely to be accepted generally as an authoritative proceeding,

- B. The matter involves or may bear upon significant questions of government policy that require additional procedures before a final resolution may be made, and such a proceeding would not likely serve to develop a recommended policy for the Agency,
- C. Maintaining established policies are of special importance, so that variations among individual decisions are not increased and such a proceeding would not likely reach consistent results among individual decisions,
- D. The matter significantly affects persons or organizations that are not parties to the proceedings.
- E. A full public record of the proceeding is important, and a dispute resolution proceeding cannot provide such a record; and
- F. The agency must maintain continuing jurisdiction over the matter with authority to alter the disposition of the matter in the light of changed circumstances, and a dispute resolution proceeding would interfere with the agency's fulfilling that requirement.

**SECTION 9.**

The Agency shall make available to employees information describing the Agency's ADR processes and contact information for the [ADR division](#).

## **ARTICLE 38: EQUAL EMPLOYMENT OPPORTUNITY**

### **SECTION 1. STATEMENT OF POLICY**

In accordance with [FEMA Directive, FD 112-14, Equal Opportunity and Affirmative Appointment](#), dated July 10, 2015, and [FEMA Equal Employment Opportunity \(EEO\) Policy Statement, 401-123-1](#), dated October 13, 2015, the Agency will not discriminate based on race, color, religion, sex, national origin, age (over 40), disability, genetic information, reprisal, or sexual orientation.

### **SECTION 2. CHOICE OF FORUM**

An employee has the option of filing a grievance in accordance with Article 35 or a complaint under the statutory EEOC Federal Sector EEO complaint procedure, but not both.

### **SECTION 3. ANNUAL TRAINING**

The Agency will provide and all employees must comply with annual EEO training requirements.

### **SECTION 4. EEO RESPONSIBILITIES**

- A. Managers and Supervisors. With respect to conduct between officials, supervisors, managers and employees, Agency officials, supervisors and managers have a responsibility to maintain a discrimination-free environment to the extent required by law.
- B. Fellow Employees. With respect to conduct between fellow employees, employees have a responsibility to maintain a discrimination-free environment to the extent required by law.
- C. Sexual Harassment.
  - 1. The Agency agrees to provide all bargaining unit employees a work atmosphere free from sexual harassment.
  - 2. In accordance with Agency policy, any employee who believes he or she has been the victim of sexual harassment or has knowledge of sexual harassment must promptly report it.
  - 3. Where an allegation of sexual harassment is brought to the attention of the Agency, the Agency will take appropriate action.

### **SECTION 5. USE OF EEO COUNSELORS**

- A. EEO Contact Information. The Agency shall make available contact information for employees to contact an EEO Counselor.
- B. Neutrality of EEO Counselor. The EEO Counselor shall not in any way attempt to restrain an employee from filing an EEO complaint, nor may an EEO Counselor encourage an employee to file an EEO complaint.

- C. Confidentiality. The EEO Counselor shall not reveal the identity of an aggrieved employee who has come to him or her for counseling, except when authorized to do so by the aggrieved employee, until a written EEO complaint has been filed.
- D. Independence of EEO Counselor. EEO Counselors shall be free from restraint, interference, coercion, discrimination, or reprisal in connection with the performance of their duties.

## **SECTION 6. UNION RIGHTS**

- A. Notification of Change. If at any stage of the complaint process under procedures covered by this Article, the Agency determines to resolve the complaint by making changes to personnel policies and practices or matters affecting the general working conditions of unit employees, the Union will be afforded reasonable notification.
- B. Conflict with Contract.
  - 1. Notice and Opportunity to Bargain. Where the corrective or remedial action to be taken as a result of statutory adjudicatory procedures would conflict with or appear to conflict with, the provisions of this Agreement, the Agency shall afford the Union reasonable notification and opportunity to negotiate the impact of the Agency's action effectuating the decision.
  - 2. Priority of Appellant Decisions. The provisions of this Agreement may not serve to prevent implementation of statutory equal employment opportunity decisions (of, i.e., the Merit Systems Protection Board, the Equal Employment Opportunity Commission or the Federal courts).
  - 3. Union Right to be Present. If the employee elects to pursue the complaint under the grievance procedures of this Agreement and he or she elects to process the grievance without representation, the Union shall have the right to be present at any meeting between the Agency and the employee concerning the grievance unless the employee objects to the presence of a union representative.

## **SECTION 7. DIVERSITY MANAGEMENT ADVISORY COUNCIL (DMAC)**

- A. The parties agree that the Union may participate with the Agency in DMAC for the purpose of advising the Administrator's Office on the continuing implementation of diversity and EEO issues as it applies to bargaining unit employees.
- B. Diversity and EEO issues are appropriate topics of discussion for local partnership meetings.

## **ARTICLE 39: PARKING AND TRANSPORTATION**

### **SECTION 1. PARKING SPACES, WHERE AVAILABLE**

- A. To ensure that FEMA-controlled parking facilities are operated in a manner responsive to the needs of the Agency, assignment of FEMA-controlled parking spaces will be in compliance with applicable Government-wide parking policies issued by the General Services Administration (GSA), Federal Property Management Regulations (FPMR), and Code of Federal Regulations provisions. At locations where parking is provided, parking fees, if any, shall be assessed to recover the cost of operating a parking facility
- B. All employees must register their vehicle(s) in accordance with Agency parking policies. Employees will notify designated Agency officials of any changes as required under Agency parking policies (e.g., new tags, new vehicle). Employee parking permits must be displayed in accordance with Agency parking policies.
- C. Employees may request and receive a parking space for medical purposes in accordance with applicable law, Government-wide rule or regulation, and Agency parking policies.

### **SECTION 2. SHUTTLE SERVICE**

When provided by the Agency, shuttle service will be made available to employees. Accommodations will be made for employees with disabilities. The Agency will monitor the shuttle service to ensure safe and courteous operations.

### **SECTION 3. TRANSIT SUBSIDY**

- A. The Parties agree to follow the policies and procedures set forth in [FEMA Directive 254-1, Commuter Transit Subsidy Benefits Program](#), except as otherwise provided in this Agreement. The Agency will continue to provide public transit subsidies to the extent authorized by regulations and based on the availability of funds.
- B. Based on the availability of funding, employees will be paid a transit subsidy up to their eligible commuting costs, not to exceed the Internal Revenue Service (IRS) tax-free maximum per month. Any increases or decreases in the IRS income-tax exclusion for transportation benefits during the term of the agreement will be implemented by the Agency by the next quarterly allotment of such benefits following the date of the increase or decrease, or as soon as funding is made available.
- C. Employees will follow the applicable procedures established for their official duty station location for the transit subsidy, which include completing [Public Transportation Benefit Program Application](#), FEMA Form FF 254-1-1.
- D. Employees who commute to and from work using their personal vehicles are not eligible for the public transportation subsidy payment. In order to be eligible for a transit subsidy, employees must only drive their personal vehicles to work on an infrequent basis (e.g., when required for a medical appointment). Obtaining a public transportation subsidy payment when ineligible for such a payment may serve as the basis for disciplinary action.



E. The Agency will publish ridesharing opportunities on the FEMA Intranet.

## **ARTICLE 40: DUES WITHHOLDING**

### **SECTION 1. VOLUNTARY UNION ALLOTMENTS**

In accordance with the Federal Labor Management Relations Statute, the Parties agree that, where a Unit employee voluntarily agrees to authorize the payment of union dues through payroll deduction, the following provisions will apply.

### **SECTION 2. EMPLOYEE ELIGIBILITY**

To be eligible to make voluntary allotment for the payment of the Union dues, an employee must meet all of the following requirements:

- A. Be a member of the Unit covered by this Agreement;
- B. Be in good standing with the Union;
- C. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues; and
- D. Not have an allotment already in effect for the payment of Union dues

### **SECTION 3. REVOCATION OF ALLOTMENT**

- A. Request for Revocation. An employee may submit a request for revocation of an allotment at any time, but no revocation will be effected before the one-year period provided for in section 7115(a) of the Federal Labor Management Relations Statute has been satisfied. A revocation request form SF-1188 shall be completed by an employee and submitted in duplicate to the servicing personnel office.

Revocation will be made effective as follows:

1. Request Made Before One Year  
When revocation is requested before expiration of one year of dues withholding, the revocation will be effective on the first day of the first full pay period following the one-year anniversary of the date the employee authorized the withholding. The revocation request must be submitted before the start of the first full pay period following the one-year anniversary date.
2. Request Made After One Year  
When revocation is requested after dues withholding has been in effect for one year, then revocation will be effective on the first day of the first full period falling on or after December 1<sup>st</sup> or June 1<sup>st</sup>. The revocation request must be submitted prior to November 15<sup>th</sup> or May 15<sup>th</sup>.

The Union will be provided a copy of member revocations effected under this section within 14 calendar days by the servicing personnel office.

- B. Termination of Allotments. All allotments will be terminated if exclusive recognition should cease to exist for the covered Unit. An individual employee's allotment will be terminated when any of the following occur:
  1. The employee ceases to be a member in good standing of the Union.

2. The employee is promoted, reassigned, or transferred to a position outside any Agency-wide Unit wherein the Union holds exclusive recognition.
3. The employee is separated.

Termination of allotments as required above will be effective on the first full pay period following receipt of the appropriate notice by the servicing payroll office. Terminations required because of separation will be effective as of the date of separation. However, when separation occurs during a pay period, the allotment will be withheld from the employee's salary for that pay period.

#### **SECTION 4. UNION RESPONSIBILITIES**

It is the responsibility of the Union to:

- A. Ensure that allotments are voluntary.
- B. Fully inform members of the truly voluntary nature of the allotments.
- C. Ensure that its members understand that a revocation must be consistent with Section 3, above.
- D. Secure Form SF-1187, "Request for Payroll Deductions for Labor Organization Dues" and make the form available to its members.
- E. Inform and educate its members on the program for voluntary allotment for labor organization dues and the uses and availability of SF-1187.
- F. Certify by properly authorized Union official, on the SF-1187, the amount of dues to be withheld each biweekly pay period.
- G. Promptly forward completed SF-1187s to the servicing payroll office via OCCHCO.
- H. Certify to the servicing payroll office via OCCHCO where there is a change in the amount of labor organization dues.
- I. Promptly notify the servicing payroll office via OCCHCO when an employee with an allotment ceases to be a member in good standing of the Union.
- J. Promptly refund any erroneous remittance received, upon notice of discovery of an error.

#### **SECTION 5. AGENCY RESPONSIBILITIES**

- A. Completed SF-1187s submitted by the Union to the Agency must be processed in a timely manner, within 14 calendar days from receipt of SF-1187 by the Agency.
- B. Dues will be withheld on a biweekly basis conforming to regular pay period.
- C. The Agency will, subsequent to each pay period, transmit funds for the aggregate net of deductions to the organization or account the Union has identified. In addition, the Union

will be furnished a listing, by name, of all members, which identifies those for whom dues have been withheld, any new members, and members for whom no deductions were made because of LWOP, insufficient pay, etc. The Agency will provide the listing in alphabetical order on a quarterly basis.

- D. The Agency will initiate steps to reimburse the Union within 30 calendar days of notification from the Union for dues not deducted because of an administrative oversight, error, etc., made by the Agency beyond the employee's or Union's control. The Agency will provide the Union with updates on the status of the reimbursement and make best efforts to ensure payment within 90 days.

## **ARTICLE 41: DURATION OF AGREEMENT**

### **SECTION 1. EFFECTIVE DATE**

This Agreement will be implemented and become effective when it has been signed by the parties, after review and approval pursuant to 5 U.S.C. § 7114(c).

### **SECTION 2. DURATION OF AGREEMENT**

This Agreement will remain in full force and effect for a period of three (3) years after its effective date. At the expiration of three (3) years from its effective date, the Agreement will automatically renew for one-year periods until the Agency and the Union renegotiate and execute a new Agreement.

### **SECTION 3. RENEGOTIATION**

- A. The Agency or the Union may request to renegotiate the Agreement by submitting a notice in writing to the other party at least 90 days, but not more than 180 days, prior to the expiration date. Once the Agency or the Union submits a request to renegotiate under this Article, the entire Agreement is subject to renegotiation.
- B. When notice of intent to renegotiate is given, the parties shall meet to negotiate ground rules. This meeting shall occur not later than 30 days prior to the expiration date.
- C. The ground rules that are negotiated shall be reduced to writing and shall include, at a minimum, procedures governing submission of written proposals, scheduling and caucuses.
- D. The notice requirements in this Article do not apply to mid-term negotiations over impact and implementation.