United States
Environmental Protection Agency

Atlantic Ecology Laboratory
Narragansett, Rhode Island

June, 2000

EPA

Collective Bargaining Agreement
Between
U.S. Environmental Protection Agency
Narragansettt, Rhode Island

NAGE SEIU

And

National Association of Government Employees
Local R1-240

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PREAMBLE

In accordance with the provisions of Chapter 71 of Title 5 U.S. Code and Executive Order #12871, this agreement is entered into between the U.S. Environmental Protection Agency, National Health and Environmental Effects Research Laboratory (NHEERL), Atlantic Ecology Division (AED), Narragansett, RI, hereinafter called the "Employer", and the National Association of Government Employees, Local RI-240, hereinafter called the "Union."

WHEREAS, the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

WHEREAS, the well-being of employees and efficient administration of the Government are benefitted by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment; and

WHEREAS, the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

WHEREAS, subject to law and the paramount requirements of public service, effective labor-management relations within the Federal service require a clear statement of the respective rights and obligations of the parties.

NOW, THEREFORE, the Parties agree hereto, as follows:

ARTICLE 1

PARTIES TO THE AGREEMENT

Section 1. This Agreement is made and entered into, by and between the U.S. Environmental Protection Agency, Atlantic Ecology Division, National Health and Environmental Effects Research Laboratory (NHEERL), Narragansett, Rhode Island, hereinafter called the Employer, and Local Number R1-240, National Association of Government Employees, SIEU, hereinafter referred to as the Union. Collectively, the Employer and the Union are hereinafter referred to as the Parties. Within this Agreement, employee and employees refer to employee and employees within the bargaining units also referred to as the Unit.

Section 2. The Employer shall recognize the Union as the exclusive bargaining representative for all employees included within the recognized bargaining unit; the Union is entitled to act for employees on matters affecting their conditions of employment in accordance with the Statute.

Section 3. This Agreement covers the recognized bargaining unit identified as follows: This bargaining unit is comprised of all professional and nonprofessional employees employed at the U.S. Environmental Protection Agency, Narragansett, Rhode Island, except those employees identified in Section 4, bargaining unit exclusions.

Section 4. Bargaining unit exclusions. The following employees are excluded from the bargaining unit described above and from the coverage of this Agreement:

A. management officials,

B. supervisors,

C. employees engaged in personnel work in other than a purely clerical capacity,

D. consultants,

E. temporary employees with appointments of 180 days or less,

F. Commissioned Officers of the United States Public Health Service,

G. confidential employees,

H. enrollees of the Senior Environmental Employment Program, and

I. Other employees excluded by the Statute

ARTICLE 2

GOVERNING LAWS AND REGULATIONS

Section 1. In the administration of all matters covered by this Agreement, the Union, Agency officials, and employees are governed by Laws, Executive orders, and Government-wide regulations in existence at the time this Agreement was approved and by subsequently published Agency policies and regulations required by law or by Government-wide regulations.

Section 2. In the administration of this Agreement, should any term of this Agreement conflict with future Laws or Government-wide regulations, the provisions of such Laws or Government-wide regulations will supersede the conflicting provisions of this Agreement. The implementation of the new law (s) and associated government-wide regulation(s) will be negotiated by the parties.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1. All employees have and are protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978 and applicable laws and regulations. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint, and discrimination.

Section 2. All employees have the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

Section 3. Nothing in this Agreement shall require an employee to become a member of the Union or to pay money to the organization except pursuant to a voluntary, written authorization by a member of the bargaining unit for the payment of dues through payroll deductions.

Section 4. An employee has the right to Union representation if he/she requests such representation at any meeting with a Management official if the employee reasonably believes disciplinary action could result from the examination.

ARTICLE 4

UNION RIGHTS AND OBLIGATIONS

Section 1. The Union is entitled to act for, and/or represent the interests of all employees in the Unit either collectively or individually.

Section 2. Employees shall be protected from reprisal in the lawful exercise of their rights, duties, and responsibilities as elected or designated representatives of the Union.

Section 3. The Union has a right to be represented at any formal discussion between the Employer and employee(s) or employee representatives concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the bargaining unit. Management has an obligation to provide ample notification to the union of such meetings. Further, the Union will be given the opportunity to be present at any examination of an employee in the Unit by a representative of the Employer in connection with an investigation if the employee requests representation.

Section 4. The Union shall provide the Employer with a written list of elected officers and stewards and notification of change(s) to the list as it may occur.

Section 5. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership in matters covered by this agreement.

Section 6. When mutually agreed, Union representatives will maintain security and confidentiality of information they become aware of during discussions or meetings.

Section 7. Union officials will be authorized official time and necessary travel expenses to attend meetings with other Government officials outside of AED if their presence is required. In addition, where Union attendance is requested, the Division Director may approve travel time and expenses if it is determined to be in the best interests of the Division.

Section 8. Except as otherwise provided, Union appointed representatives have the right to act for the National Association of Government Employees and in that capacity to present the views of the National Association of Government Employees to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities; and to engage in collective bargaining with respect to conditions of employment.

ARTICLE 5

EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. Subject to Section 2 of this Article, the Employer retains the right...

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

B. In accordance with applicable laws:

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

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from:

a. Among properly ranked and certified candidates for promotion; or

b. Any other appropriate sources; and

c. To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the Employer and the Union from negotiating:

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

B. Procedures which management officials will observe in exercising any authority under this Article; or

C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 3. Employer must notify the Union in writing whenever a position leaves or enters the bargaining unit.

ARTICLE 6

LABOR-MANAGEMENT RELATIONS

Section 1. The Parties agree to deal with each other in a respectful manner and to recognize and deal with representatives designated to conduct the labor-management business of EPA at AED-Narragansett.

Section 2. The Employer shall furnish to the Union, or its authorized representative, upon request, and to the extent not prohibited by law, data –

A. Which is normally maintained by the agency in the regular course of business;

B. Which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subject (s) within the scope of collective bargaining; and

C. Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 3. Information expected or requested by the union may include, but is not limited to records, data and documents maintained by the Agency. Data will be released in the time frames listed below unless the Employer has contacted the Union president and notified him/her that the document is not available or will be delayed. In cases where the requested data is not provided within the time limits stated below, the time limits for the grievance procedure will be extended to accommodate the delays. Thus it is understood that:

A. Whenever a copy of a fully public, Employer maintained record or document is verbally requested by the Union President to the Division Director, his/her designee, or Labor Relations Officer at HRMD, it will be provided by the Employer as soon as possible, if available, but in most cases not later than five (5) workdays after receipt of the request by the Employer.

B. If a union representative requests by E-mail or memo from the Employer a document request for information that contains 10 or less different, easily redacted Privacy Act protected data items (name, social security #) and is otherwise a releaseable public document, a sanitized copy of that document will be provided to the union as soon as possible, but in most cases not later than ten (10) workdays after receipt of the request by the Employer.

C. If a document is Privacy Act protected or sensitive, and yet is believed by the union to be crucial to the union's ability to represent an employee or the bargaining unit, the Union will submit data requests to the Employer on the data request form with

the following information provided: (1) Date of request; (2) Requester name; (3) Point of contact; (4) name of person to whom request is being made; (5) specific information requested; (6) particularized need for information; (7) privacy act inclusions/exclusions; (8) public interest reasons for release; (9) other matters related to the request for information. The Employer will act on the request promptly and will inform the union within ten (10) workdays whether or not (1) all the information is releaseable and if not what portions are releaseable and (2) the approximate time frame when the information will be provided to the union.

Section 4. The Union and Employer agree that the resolution of unfair labor practices is in the best interest of the parties involved. The parties agree to attempt informal resolution of an unfair labor practice prior to filing the charges with the Federal Labor Relations Authority. A Union/Employer filed charge of an unfair labor practice will be informally submitted as soon as possible for resolution with the Division Director/Union President or their designated representatives respectively, prior to formal filing with the Federal Labor Relations Authority.

Section 5. An unfair labor practice charge must be filed within six (6) months of the date of the alleged occurrence pursuant to Chapter 71 of title 5 U.S. Code.

ARTICLE 7

LABOR-MANAGEMENT PARTNERSHIP

Section 1. In the spirit of partnership, Management and the Union agree to establish a Labor-Management Partnership specifically tailored to the needs of employees, the Union, and Management. The Parties recognize that a partnership requires pre-decisional involvement and accountability. The parties recognize that in order for this partnership to succeed, members must treat each other with mutual respect and trust, honesty, integrity, openness, and maintain professional interaction.

Section 2. The purpose of the partnership is to promote the accomplishment of EPA's mission; foster a cooperative working relationship between Union representatives and managers, and supervisors; develop and implement solutions to problems; improve the quality of employee work life; and promote high levels of performance.

Section 3. The Parties agree to establish a Labor-Management Partnership Council.

A. The Council will address methods of improving EPA's quality of work life, productivity, mission accomplishment, and/or organizational performance that are best decided on a Division- wide level. Members will share information and concerns regarding personnel policies and practices and work conditions affecting bargaining unit employees. In addition, the Council will identify problems of mutual concern and develop and implement appropriate solutions to those problems.

B. The AED-Narragansett Labor-Management Partnership Council will consist of three Management members, including the Management co-chair, and three union members, including the union co-chair.

C. The Employer and/or Union may add one member of its choosing on an as needed basis, to address changes in conditions of employment of NHEERL, ORD, or EPA-wide scope.

D. If the Partnership Council cannot reach a consensus on any issue, either party may refer the matter to mediation and/or traditional negotiations. However, if there is a time sensitive matter (i.e., furlough), the Partnership Council may agree to refer the issue immediately to traditional bargaining.

E. In the absence of Partnership Council members appointed by the Union or Management, the same number of alternates may assume the full Council duties and responsibilities of the absent member. Each Party, however, will determine their own substitution process for any particular meeting or activity.

F. The Council co-chairs will decide on a monthly basis on whether a Partnership council meeting is necessary. The full Council will meet at least once a quarter. At each meeting, the Council should decide the date and location of the next meeting. Additional meetings will be scheduled as needed. Meetings may be called or canceled by mutual consent of the co-chairs.

G. The Council will be co-chaired by the Division Director and the Union President, NAGE Local R1-240.

H. The Co-Chairs will submit agenda items to each other at least five (5) workdays in advance of a meeting date.

I. The Council will make decisions based on a consensus approach. Consensus means that all members are in agreement to follow a decided course of action. Decisions that are reached may also be reopened by consensus of the Council.

J. Quorum criteria will be established by the Council**.**

K. Council members will be on official time to prepare for and attend Council meetings and joint training activities.

L. All matters involving sensitive/personnel information will not be disclosed to others outside the Partnership Council except on a need to know basis. The Partnership council will not discuss individual employees.

M. The partners will conduct a periodic evaluation of the effectiveness of the Partnership Council.

Section 4. The Partnership Council will not address:

A. Items contained in this Agreement, except by mutual consent.

B. Issues pending third party decision or which are in litigation (i.e., arbitrations, EEO cases, MSPB appeals); and

C. The complaints and/or problems of individual employees, i.e., grievances, performance evaluations, EEO complaints, awards, job classification, etc. However, systemic problems about which Labor and Management share a mutual interest may be addressed.

Section 5. The partnership approach to labor-management relations requires that all participants have certain knowledge, skills, and abilities. The partners will attend joint training, to improve their effectiveness. The Council will initially be trained together in effective decision making processes.

ARTICLE 8

MATTERS SUBJECT TO NEGOTIATION

Section 1. Matters subject to negotiation are personnel policies and practices and matters affecting conditions of employment of unit employees which are within the discretion of the Employer so far as may be proper under applicable Laws and Government-wide regulation. It is understood that the Employer in this context means a representative with delegated authority to speak for the Employer.

Section 2. Definitions:

A. Negotiations are defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable Laws and Government-wide regulations.

B. Mid-term bargaining is negotiations which take place during the life of this agreement concerning discretionary changes to conditions of employment not covered by the terms of this agreement. Both Employer and Union initiated proposals will be brought to the Partnership Council and may proceed to formal negotiations as described herein. The implementation of mandated changes to statute, law, rule or government-wide regulation will be handled as impact and implementation bargaining.

C. Impact and Implementation Bargaining is bargaining on the procedures that the Employer will follow in implementing decisions resulting from the exercise of its reserved rights under section 7106 of the Federal Service Labor-Management Relations Statute and appropriate arrangements for employees adversely affected by those decisions when such decisions concern conditions of employment.

Section 3. The following procedures are applicable for Mid-term and Impact and Implementation Bargaining if the matter has not been settled through the partnership process as defined in section 2 above:

A. The Employer agrees to notify the Union President in writing prior to the planned implementation of a proposed change in conditions of employment. The notification will indicate the general nature of the proposed change and the planned implementation date.

B. The Union will have twenty (20) working days from the date of receipt of notification to respond. If the Union intends to submit proposals, the Union will forward written proposals to the Employer. For impact and implementation bargaining, the proposals will address ways to mitigate adverse affect tot he

employees of the change. For bargaining on employer initiated discretionary changes, the proposals can address the substance of the employer's proposals. Proposals will be forwarded by personal delivery, e-mail, fax or mailing. The party sending the proposals will personally verify receipt by the intended party.

C. In either situation stated above, if the Union does not request bargaining within the time limit, the Employer may implement the proposed change (s).

D. Upon timely request by the Union, bargaining will commence within ten (10) work days, unless otherwise agreed upon by the Parties.

Section 4. The process for union initiated mid-term proposals if the matter has not been settled through the partnership process as defined in section 2 above:

A. The Union president agrees to notify the Employer in writing of the union's desire to propose changes in conditions of employment permitted by law and excluded from the contract. The notification will indicate the general nature of the union's proposed change and the planned implementation date.

B. The Employer will have twenty (20) working days from the date of receipt of notification to respond. If the Employer intends to submit proposals, the Employer will forward written proposals to the Union.

Section 5. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title 5 of U.S.C. and the rules and regulations of the Federal Labor Relations Authority.

ARTICLE 9

USE OF FACILITIES AND SERVICES

Section 1. The Employer agrees to make available office space and suitable equipment, including telephone service, duplicating services, computers, computer scanner, printer, and private telecommunications (including a facsimile machine) to the Union. The Union office space made available, including equipment use, will be private and secure to assure confidentiality of records and conversations.

Section 2. Upon request, the Employer will make space available to the Union for its internal Union business meetings and other activities, provided the space is available, and its use does not interfere with the conduct of public or official business. The use of such space will be during non-duty hours (before work, lunch, or after work). The Union will be responsible for the proper use and care of space that is made available to it.

Section 3. The Employer will extend the use of its internal mail distribution service to aid the Union in the distribution of its material.

Section 4. Files (electronic and physical), drawers, etc., used by Union representatives for representational purposes will be confidential. The Employer will establish for the Union such space as necessary for files, etc., for which the Union will have exclusive access. The Union will be allowed to use telecommunications. Use is for gathering and sharing information. All usage will be in compliance with applicable Laws and Government-wide regulations.

Section 5. A bulletin board will be made available for use by the Union for the posting of notices and literature for the Union. The bulletin board will be not less than 24" x 30". The Union will be responsible for keeping the bulletin board neat. Such will be designated Union Bulletin Board. The Union will be responsible for the content of all such material and shall assure that it does not violate any Law or Government-wide regulation, or contain libelous or abusive language.

Section 6. The Union may use E-mail to communicate articles of interest to unit employees of NHEERL, AED. The Union will maintain an E-mail Public Group Listing for Bargaining unit members in the ADP E-mail system.

Section 7. If requested, the Employer agrees to furnish to the Union an up-to-date list of employees in the organization showing name, position, title, and Grade level.

Section 8. Government-owned or leased vehicles may be used for representational functions and training for which official time will be used, provided:

A. A vehicle is available; and

B. The Union representative has made reasonable efforts to resolve the matter through the use of telephones, telecommunications, etc.

C. It is not used for the conduct of internal union business.

ARTICLE 10

COMMITTEE MEMBERSHIP

Section 1. The Union may designate one employee to serve as a representative to any AED committee that considers and/or makes recommendations regarding conditions of employment.

Section 2. In staffing committees in which Union participation is mutually desired, the Union will be afforded the opportunity to name the representative of its choice.

Section 3. The Union will appoint any and all AED bargaining unit employee representatives to any NHEERL or ORD committee that considers and/or makes recommendations on conditions of employment. Management will have the exclusive right to appoint any and all management representatives to such committees.

ARTICLE 11

ORIENTATION OF NEW EMPLOYEES

Section 1. All new eligible employees in the Division will be informed that the Union is the exclusive representative of employees in the Unit. The Union will be furnished the name, position, duty station, and date of entrance on duty for new bargaining unit employees.

Section 2. New employees will receive a copy of this Agreement in their orientation package.

Section 3. The Union will be afforded a period of time to speak at orientation sessions which are held for employees. The Union may not solicit Union membership at such sessions. When the Union supplies the Employer a Union packet, the packet will be included in the orientation material for the employee.

ARTICLE 12

PAYROLL WITHHOLDING OF UNION DUES

Section 1. A Bargaining Unit employee may voluntarily authorize an allotment from his pay to cover regular dues for Union membership provided that all the following requirements are met:

A. The employee receives an established amount of pay that is sufficient after legal deduction and other authorized allotments to cover the full amount of the allotment for the established dues.

B. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitations on revocation of the authorization.

C. The employee is included in the unit for which exclusive recognition has been granted.

Section 2. Any Bargaining Unit employee wishing to join the Union may obtain the prescribed authorization form, SF-1187, Request for Payroll Deductions for Labor Organization Dues from the Human Resources Liaison. The employee brings the completed form to the Union President for approval and signature and then submits the forms to the Human Resources Liaison, who will forward to HRMD-RTP for processing. Allotments authorized on properly completed and certified forms which are received in HRMD three (3) workdays before the beginning of a complete pay period will be processed for that pay period.

Section 3. The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom it has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify HRMD-RTP in writing of the change.

Section 4. The Payroll Office will terminate an allotment:

A. At the end of the pay period following notification of loss of exclusive recognition by the Union.

B. At the end of the pay period, or during which, an employee separates from the Employer or moves to a position not included within the unit of recognition.

C. At the first complete pay period after written notification is received from the Union that an employee is no longer a member in good standing of the Union.

D. Employees may voluntarily terminate their dues withholding by submitting a "Cancellation of Payroll Deductions for Labor Organization Dues" form (SF-1188) to the Employer as described below. Cancellation of the employee's Union dues

deduction cannot be effected for a period of one year from the date the dues deduction initially went into effect, as required by the statute. For dues deduction to be canceled at the end of the first year, an employee's request may be received by the HRMD-RTP during the one month period before the anniversary date. Timely cancellations received will be effected at the beginning of the first full pay period on or after the anniversary of the date dues deduction initially went into effect. Once an employee has been on dues deduction for at least one year, he/she may submit a cancellation request at any time. Requests received by HRMD-RTP will become effective the beginning of the first full pay period after receipt. The Union shall be provided a copy of the revocation form by the HRMD-RTP office.

Section 5. SF-1187's and SF-1188's will be available in the Division's Human Resources Office.

Section 6. Remitting the amounts withheld. Upon disbursement for each pay period, the Payroll Office will certify for payment the amount withheld. The check will be made out and sent to: Comptroller, Fiscal Office, National Association of Government Employees, 159 Burgin Parkway, Quincy, Massachusetts 02169. The check will be accompanied by a list of the employee members designated by their Union local number, who have current allotment authorizations on file; the amount withheld from each person's pay; and a statement showing the total amounts withheld; and the balance remitted.

ARTICLE 13

EMPLOYER SAVINGS INITIATIVES

ELECTRONIC DEPOSIT OF PAYCHECKS AND OTHER DISBURSEMENTS.

Section 1. The Union recognizes the use of direct deposit/electronic funds transfer which is the safest and timeliest method for delivery of pay checks and complies with the provisions of the Debt Collection Improvement Act of 1996, P.L. 104-134.

Section 2. Employees must utilize direct deposit/electronic transfer unless a hardship waiver is requested per Government-wide policy.

Section 3. The Union recognizes the use of Electronic filing of travel claims and the direct deposit of travel reimbursements to the accounts of travelers per the Government-wide initiative to save travel dollars and overhead associated with processing travel claims.

EMPLOYEE EXPRESS

Section 1. Employee Express is an automated system whereby employees may make changes to their mailing address, withholding taxes, direct deposits, W-4 forms, Thrift Savings Plan (TSP) changes, Federal Employee Health Benefit (FEHB) plan changes during open season, and various other paperwork saving changes. These changes can be made either by accessing the Employee Express telephone site or via the Internet at website address: *http://www.employeeexpress.gov/main.htm.*

Section 2. The use of Employee Express will be mandatory for all the above described changes on/about May 2000. The Employer will provide training on the use of the Employee Express for all AED employees prior to the mandatory implementation of the use of the Employee Express and as needed on a case by case basis. Human Resources Management Division (HRMD) servicing personnel will be available to assist employees.

ARTICLE 14

WORK SCHEDULES

Section 1. Purpose. To establish policy on Alternative Work Schedules for (1) the Flexible Work Schedule, and (2) Compressed Work Schedules. In addition, policies are set forth for regular work schedules and hours of duty in general.

Section 2. Policy. Alternative Work Schedule programs have the potential to enable managers and supervisors to meet their program goals while, at the same time, allowing employees to be more flexible in scheduling their personal activities. Under such arrangements employees may, for example, balance work and family responsibilities more easily, become involved in volunteer activities, and take advantage of educational opportunities.

Section 3. Definitions.

A. Alternative Work Schedule. These include Flexible Work Schedules (FWS) consisting of Flexitime and Flexitour and Compressed Work Schedules (CWS) which consist at AED of the 4-10, 5-4-9 work schedules. Collectively, these are referred to as Alternative Work Schedules (AWS).

B. Basic Work Requirement. The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award. The basic work requirement for AED-Narragansett for a full-time employee is 80 hours in a biweekly pay period. The administrative workweek will consist of a period of seven (7) consecutive calendar days. The administrative workweek will begin on Sunday. The basic (standard) workweek, except for employees on alternative work schedules, consists of five (5) eight-hour workdays, Monday through Friday, with a schedule of 8:00 a.m. to 4:30 p.m. (including a lunch period).

C. Compensatory Time. This is time off granted to an employee in lieu of overtime pay in accordance with Chapter 4, EPA Pay Administration Manual.

D. Compressed Work Schedules (CWS).

(1) In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays. The authorized compressed work schedules for AED are the 5-4-9 or 4-10 work schedules. The authorized days off are either Monday or Friday.

(2) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled for less than 10 workdays and that may require the employee to work more than 8 hours in a day.

E. Core Hours. Core hours refer to the time period during a scheduled workday when all full-time employees must be present for work. Core hours for employees stationed in AED-Narragansett, shall be 9:30 a.m. - 2:30 p.m., excluding a lunch period, on all scheduled workdays.

F. Exempt and Non-Exempt status are as defined in the Fair Labor Standards Act.

G. Flexible Hours. The times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a work schedule may choose to vary his/her times of arrival to and departure from the work site consistent with the duties and requirements of the position.

H. Flexible Work Schedule (FWS). A work schedule that:

(1) In the case of a full-time employee, has an 80-hour biweekly basic work requirement over 10 workdays that allows an employee to determine his/her own schedule within the limits set by the Employer; and

(2) In the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his/her own schedule within the limits set by the Employer.

I. Flexitime. Flexitime means a type of flexible work schedule in which an employee is allowed to vary starting and stopping times within the flexible hours.

J. Flexitour. Flexitour means a type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed.

K. Official Business Hours. The period each day when EPA-AED-Narragansett offices and organizational units must be adequately staffed to provide service and assistance to AED employees, the public and other client offices. Official business hours are 8:00 a.m. to 4:30 p.m.

L. Overtime. Overtime hours, when used with respect to FWS programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but does not include credit hours. With respect to CWS programs, overtime hours refers to any hours in excess of those specified hours for full-time employees that constitute the compressed work schedule. For part-time employees,

overtime hours are hours in excess of the compressed work schedule for a day (but must be more than 8 hours) or, for a week (but must be more than 40 hours).

M. Tour of Duty. Tour of duty under any work schedule means the limits set within which an employee must complete his/her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement. The daily tour of duty will begin no earlier than 4:00 a.m. and end no later than 8:30 p.m. for employees exempt from the Fair Labor Standards Act. However, these employees may perform work outside of these hours if authorized under appropriate authority. Exempt employees on flexible schedules must work during established core hours unless excused by their Supervisor. Each daily tour of duty must include a minimum 30-minute lunch period.

Section 4. Coverage. All bargaining unit employees are covered by the provisions of this Article. However, part-time and temporary employees must work the majority of their hours during the core time period unless precluded by work requirements.

Section 5. Responsibilities.

A. Managers and Supervisors:

(1) Shall ensure that the mission of the agency is not adversely impacted by alternative work schedules through a reduction in productivity; a diminished level of services provided to the public; or an increase in operations cost. The Employer may terminate an alternative work schedule under these conditions by providing a written notification to the employee of the reasons.

(2) Shall ensure that offices are adequately covered in terms of both the numbers and types of employees needed during official business hours. Office coverage includes answering phones; expeditious handling of inquiries from the public; maintaining clerical, technical, and professional support of office functions; providing representation at essential meetings; meeting deadlines and peak workload requirements or other program needs.

(3) Prior to being worked, shall approve/disapprove all work schedules, in writing with reasons why if disapproved, utilizing the AED work schedule request form.

(4) Shall determine who will be required to work particular schedules in order to meet coverage or other operational requirements. To the extent possible, however, personal preferences will be considered in making such decisions.

(5) Shall utilize any system of time accountability that fits the need of their Division and reflects accurate information for time cards. This information

is to be returned to the timekeeper every pay period in time to ensure accurate time card information. The time accountability system of choice at AED is the electronic card scan system for employees on flexitime, credit hours or who arrive before 7:00 a.m. or depart after 5:30 p.m.

B. Employees:

(1) Must submit a work schedule to their immediate supervisors for approval.

(2) Ensure that schedules are set to include eighty (80) hours of paid time in each biweekly pay period; to not begin work days before 6:00 a.m. or end work after 6:00 p.m. if they are non-exempt, and comply with all other work schedule requirements;

(3) Request leave as appropriate when leave is desired;

(4) Request variances to chosen work schedules from supervisors as required by this agreement; and

(5) Ensure that the supervisor is properly briefed on the status of work assignments so that work of the Division is not affected when variances to approved work schedules occur.

(6) On flexitime and/or credit hour schedules or who arrive earlier than 7:00 a.m. and depart after 5:30 p.m. must insure that they activate their employee identification badge in the card readers situated at each entrance and exit to the Division so that one's entrance and exit times are documented for timekeeping purposes.

Section 6. Work Schedules

A. Regular. The regular (standard) workweek, for all employees not on an alternative work schedule, consists of five (5) eight-hour workdays, Monday through Friday, with a schedule of 8:00 a.m. to 4:30 p.m. (including a 30-minute lunch period).

B. Flexible Work Schedule. The Flexible work schedules available are:

(1) Flexitour which allows Employees to select starting and stopping times within the flexible hours (4:00 a.m.-9:30 a.m. and 2:30 p.m.-8:30 p.m.) within fifteen (15) minute increments. Once selected, the hours are fixed for

the tour of duty (i.e. Monday 7:00 a.m. - 3:30 p.m.; Tuesday 7:30 a.m. - 4:00 p.m., etc.). Flexitour, unlike Flexitime, is available for use with compressed and regular work schedules.

(2) Flexitime which allows Employees to "flex" their starting and stopping times within the flexible hours (4:00 a.m.-9:30 a.m. arrival and 2:30 p.m-8:30 p.m. departure) with no set times of arrival or departure within the "flex" bands. Flexitime is only available for use with regular work schedules i.e. a ten (10) workday work schedule. Under this schedule employees must be at work during core hours. However, employees are allowed to select starting and stopping times within the flexible hours. Only employees on this non-compressed work schedule may work credit hours. See Article15 for the credit hour program provisions and requirements.

C. Compressed Work Schedules. Compressed work schedules are available for use at AED-Narragansett. Employees must work a total of 80 hours a biweekly pay period of less than 10 workdays. One compressed work schedule available at AED is the 5-4-9, which comprises 8 days of 9 hours, one 8 hour day and the tenth day off. Another available choice is the 4-10 work schedule which is 4 days of ten hours with one day off each week.

Section 7. Procedures.

A. Compensatory Time Off. Compensatory time off is time off on an hour-for-hour basis in lieu of overtime pay. Unlike credit hours, compensatory time not used must be paid.

B. Night Pay. If an employee's tour of duty includes 8 or more hours available for work during daytime hours (i.e., between 6:00 a.m. and 6:00 p.m.), he/she is not entitled to night pay even though he/she voluntarily elects to work during hours for which night pay is normally required (i.e., between 6:00 p.m. and 6:00 a.m.).

C. Holiday Pay.

(1) Flexible Work Schedules: Holiday premium pay for non-overtime work is limited to a maximum of 8 hours in a day for full-time or part-time employees. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay with respect to the holiday for the number of hours the employee is scheduled to work on that day, not to exceed 8 hours. When a holiday falls on a non-workday of a part-time employee, he/she is not entitled to an in-lieu-of day for that holiday.

(2) Compressed Work Schedules:

a. If a full-time employee is relieved or prevented from working on a day designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day.

b. If a part-time employee is relieved or prevented from working on a day within the employee's scheduled tour of duty that is designated as a holiday by Federal statute or Executive Order, the employee is entitled to basic pay for the number of hours of the compressed work schedule on that day. When a holiday falls on a non-workday of a part-time employee, he/she is not entitled to an in-lieu-of day for that holiday.

(3) Premium Pay for Holiday Work for Employees on Compressed Work Schedules. An employee on a compressed schedule who performs work on a holiday is entitled to basic pay, plus not to exceed eight (8) hours premium pay at a rate equal to basic pay, for the work. For officially ordered and approved hours worked on a holiday in excess of eight (8) hours, a full-time employee is entitled to overtime pay under applicable provisions of law and a part-time employee is entitled to straight pay or overtime pay, depending on whether the excess hours are non-overtime hours or overtime hours.

D. Lunch Periods. Each scheduled full-time daily tour of duty must include a minimum 30-minute lunch period. Lunch periods which exceed 30 minutes may be made up the same day by working an equal amount of time after the end of the work schedule (providing the time does not go out of the tour of duty period).

E. Days Off. Days off shall be scheduled so as to minimize the number of employees in a work unit who are off on the same day. In scheduling days off, supervisors shall give due consideration to work requirements and the preferences of individual employees. Requests for specific days off will only be disapproved by a supervisor for work related reasons.

F. Excused Absences.

(1) Flexible Work Schedules. When absences are granted, determinations regarding entitlement to an excused absence, the amount of the excused absence to be granted, and/or the time period during which an excused absence is granted shall be based on the employee's established basic work requirement in effect for the period covered by the excused absence.

(2) Compressed Work Schedules. The amount of excused absence to be granted to an employee working a compressed work schedule shall be based on the employee's scheduled tour of duty on the day on which the excused absence

is granted. An employee shall not be entitled to an excused absence on his/her scheduled day off, regardless of whether excused absences are granted to other employees in the same work unit on that day.

G. Leave. Time off during an employee's scheduled work hours must be charged to the appropriate leave category unless the employee is authorized compensatory time off or an excused absence. For example: A full-time employee who takes one day off annual leave will be charged for 8, 9 or 10 hours as scheduled.

H. Work Schedule. The work schedule will establish the starting and ending times (except for flexitime), the day (s) off and the requirement that 80 hours of work be performed during each biweekly pay period. Variations to the schedule are allowed. If 30 days have transpired from the last change in schedule, an employee may request a change to their approved work schedule. Also, a supervisor has the authority to temporarily change permanent work schedules to meet the needs of the Branch.

I. Changes to Regular Day Off (RDO). A change in RDO, for either professional or personal reasons is an option that can be requested by an employee and approved by the supervisor. The supervisor must be assured that there will not be a lasting negative impact on the assigned tasks of the employee. The following procedures should be taken to change RDOs:

(1) For a *long-term change* (i.e., greater than three months), an employee should complete ERLN Form 5300, ERLN SOP Chap 2.1. Permissible days for an RDO on this form are *Monday or Friday*.

(2) For a temporary switch within a given pay period, the employee should submit a standard request memo. *Any weekday* is a permissible substitute for an RDO change within a pay period.

(3) *Temporary switches* of RDO *across pay periods* are not allowed. If an employee is directed to work by the Employer on their RDO and is not able for work reasons to change the RDO to a different day within the same pay period, an employee can be accommodated by *requesting compensatory time* for working on an RDO. The employee is required to fill out *EPA Form 2560-7*, Request for Overtime Authorization (including the justification or reason for compensatory time), and obtain the supervisor's signature. Compensatory time earned by working on an RDO can be used during any subsequent pay period in the standard manner.

Section 8. Infrequent tardiness. Employees who arrive late or exit early on an infrequent basis will be given the choice to either (1) work the time to make up the tardiness (2) request excused absence, subject to the approval/disapproval of the supervisor or (3) request and obtain approval for leave. _

Section 9. Trial period review. The Parties agree to review the use of the electronic timekeeping system, flexitime, and credit hours to determine if changes are appropriate up to one year elapsing from the time that the electronic timekeeping system/flexitime/credit hours schedule has been implemented for employees participating in one of these new schedules. The review will be taken up at the Partnership Council and discussed. If after discussion, it is determined that changes are deemed warranted, the Partnership Council will collaboratively determine options that will insure that efficiency of operations is maximized

ARTICLE 15

CREDIT HOUR PROGRAM

Section 1. Credit hours (EPA Pay Administration Manual 3155 TN 8, 5/17/90, pp 4-16 & 17) means any hours, within a flexible work schedule, which are in excess of an employee's basic work requirement (the number of hours he/she is required to work or account for by leave or otherwise), and which the employee elects to work so as to vary the length of a workweek or a workday to accomplish work objectives. Employees must submit written justification, describing the nature of the duties which require using credit hours, in order to be approved for participation in the program. When an employee is approved for the credit hour program it eliminates the need for pre-approved Overtime or Compensatory Time by the Supervisor/Management. It recognizes that in the sciences there is often a need to continue working beyond the end of the workday, and it empowers the employee to make that decision without specific preapproval by Management of those specific hours.

Section 2. Credit hours may be worked only by employees on flexible schedules. Wage grade employees or employees electing to remain on a compressed or regular work schedule are not eligible for participation in the credit hour program. Credit hours are earned (worked) and charged (used) only in hourly increments.

Section 3. Employees must apply for preapproval to work the "Credit Hours" option. The employee must submit a request in writing on the Credit Hour Approval Form, providing the following information: (1) A description of the job, task or project or duties requiring credit hours; (2) An estimate of the time required; and (3) The specific product(s) to be delivered. Employees may not work credit hours if not approved for credit hour participation. An employee whose request for credit hour participation is denied will be informed of the reasons for denial on the form. If the supervisor determines that conditions warrant discontinuance of the employee's participation in credit hours the supervisor may terminate the employee's "credit hours" participation. The employee will be informed of the reasons on the form.

Section 4. For all those employees who are exempt from the requirements of the Fair Labor Standards Act, "Credit Hours" are earned Sunday through Saturday as an extension of the employee's fixed tour of duty. Credit hours can be earned on a non-workday, but only with prior supervisory approval. Credit hours may be earned (worked) on a daily basis not to exceed 3 hours, except on Saturday and Sunday when an employee may work up to 11 hours each day. A full-time employee may accumulate up to 24 hours for carryover from one biweekly pay period to a subsequent biweekly pay period. A part-time employee is limited on a pro rata basis. For carryover purposes, a part-time employee may carry over credit hours from one biweekly pay period to a subsequent biweekly pay period, an amount equal to one-fourth of his/her biweekly basic work requirement. Hours earned during a pay period in excess of the 24 hour carryover maximum limit will be forfeited at the end of the pay period if not used during that pay period. Non-exempt employees may earn "Credit Hours" only Monday through Friday from 6:00 a.m. to 6:00 p.m. An employee may earn up to three "Credit Hours" in any workday. "Credit Hours" may not be earned

on a holiday. Work performed on those days is treated as normal holiday pay or overtime and requires prior supervisory approval (except in emergency situations where the supervisor is informed as soon as possible thereafter).

Section 5. The employee is responsible for maintaining bi-weekly time records of "Credit Hours" earned and communicating such to his/her official time keeper. Since the Agency payroll system is designed to account for time in whole hours, "Credit Hours" worked and used must also be recorded in whole hours. Leave requests based on accumulated "Credit Hours" are made in the same manner as other categories of leave; i.e. the employee files the request (SF-71) with their supervisor for approval.

Section 6. An employee has the right to use earned credit hours, subject to the supervisor's authority to approve the time at which they may be used. Use of credit hours is restricted to that which has already been earned in a previous workday or workweek. Employees may not "borrow" credit hours. Leave requests based on documented credit hours are made in the same manner as other categories of leave; i.e., the employee submits the request (SF-71) to their supervisor for approval.

Section 7. Credit hours shall not be used by an employee to create or increase his/her entitlement to overtime pay. An employee shall not be paid Sunday pay, holiday pay, or premium pay for night work for credit hours.

Section 8. Employees who are participants in the credit hours program will record their entry and exit times via the card reader scanner.

ARTICLE 16

FLEXIPLACE PROGRAM

Section 1. The Federal Government promotes telecommuting programs such as EPA's Flexiplace program to address the Government's challenges of: improving customer service, reducing energy consumption, safeguarding air quality, reducing traffic congestion, operating with limited funding, and meeting employee needs.

Section 2. This policy applies to situations in which an employee will work at an Alternate Work Location (AWL) and covers all permanent full-time and part-time EPA employees except those on Intergovernmental Personnel Agreements (IPAs) and Interagency Agreements (IAGs). Employees on official travel may not participate in Flexiplace.

Section 3. The Flexible Workplace Program (Flexiplace) provides employees the opportunity to work at an AWL other than the regularly assigned work site such as satellite locations or their residences. Employees requesting the flexiplace program must complete the forms contained in EPA Order 3180. Flexiplace day(s) must be the same each week under these forms of Flexiplace and the starting and quitting times may not be varied. There are three types of approved Flexiplace arrangements at AED-EPA:

A. Regular. Work is scheduled in advance and performed at the alternate workplace on a regular and recurring basis. Employees will be scheduled to work no more than two days per week at the AWL.

B. Episodic. Available on an ad hoc, short-term basis to complete projects which are not regular or recurring in nature. There is no limit to the number of days per week an employee may work at a Flexiplace using Episodic Flexiplace. That will be determined jointly by the employee and supervisor.

C. Medical. Designed to permit employees who have a temporary medical condition that precludes them from working at the conventional workplace to continue to be productive and accomplish work assignments that can be performed at a place other than the regularly assigned work site. The medical condition shall be certified in a manner that is administratively acceptable. Medical Flexiplace assignments are made at the discretion of Management. Medical Flexiplace is intended for employees who do not have permanent medical conditions. Employees with health related problems resulting from sensitivity to the workplace, or chronic, non-workplace related health problems cannot use Medical Flexiplace as an arrangement for their condition.

Section 4. Responsibilities.

A. Management:

(1) The Division Director authorizes the use of Flexiplace assignments within the Division.

(2) Ensures that appropriate management controls and reporting procedures are in place before employees begin Flexiplace assignment.

B. Supervisors:

(1) Approve and authorize the employee's participation in the program;

(2) Authorize work site arrangements (which must remain the same unless otherwise approved by the supervisor);

(3) Assess the impact of the proposed Flexiplace assignment on the productivity of the office as a whole and on any other affected employees;

(4) Assess the portability of the employee's work and the likelihood of the employee's successfully completing it away from the official duty station;

(5) Develop or amend performance standards and measurements, if necessary, for work performed away from the official duty station;

(6) Provide equipment, when necessary and available, for the employee to adequately perform assigned work;

(7) Complete required training; and

(8) Maintain productivity records and information to evaluate the employee's performance and quality of work.

C. Employees must;

(1) Complete work agreements;

(2) Observe agreed-upon hours of work in accordance with established AED negotiated policies;

(3) Observe AED policies for requesting and obtaining approval for leave;

(4) Safeguard Agency equipment and use it for official purposes within the allowances or *de minimis* personal use as afforded by EPA policy.

(5) Complete the "Employee Self-Certification of Time and Attendance Report" and return it to the supervisor on a biweekly basis;

(6) Serve as the designated official (Employer representative) in charge of their off-site workplace, and therefore be responsible for compliance with appropriate safety, health, and environmental management regulations. As the designated official the employee must:

a. Complete the "Employee Self-Certification Safety Checklist", which identifies significant safety standards that should be met and

b. Return it to his/her supervisor prior to entering into a Flexible Workplace Program Agreement.

(7) Respond in a timely manner to Agency customers and to the public;

(8) Complete required training which will be provided at the Division level either in person or electronically.

(9) If applicable, make proper arrangements for dependent care during work-at-home hours, before beginning the Flexiplace assignment.

Section 5. An employee participating in Flexiplace must:

A. Have received the supervisor's approval for participation;

B. Have worked as an EPA employee for at least one year;

C. Have a successful performance rating as the most recent rating of record;

D. Have portable work;

E. Have clearly defined performance standards and measurements;

F. Be willing to sign and abide by a written work agreement;

G. If working at home, be able to provide an appropriate work location with adequate space, access to a telephone, and without undue interruption which could impact productivity;

H. If applicable, be able to arrange for dependent care during the time the employee is working at home, and

I. Have demonstrated the ability to work independently. This requirement may be waived in the case of Medical Flexiplace.

Section 6. Eligibility Requirements for Medical Flexiplace

A. The approval/disapproval will be based on the employee's ability to provide definitive, medical documentation concerning his/her temporary medical condition, and will include an expected return-to-work date. As a rule, temporary medical conditions would not continue for more than six (6) months without reassessment. Supervisors may not leave Medical Flexiplace assignments open-ended.

B. Medical documentation. The employee's physician must include documentation that:

(1) Describes why a temporary change in a work site would benefit the employee,

(2) Lists restrictions that should be placed on the work performed at the alternative work site,

(3) Summarizes the diagnosis,

(4) Summarizes the prognosis, including an expected return-to-work date, and

(5) Discusses medical management (including how the temporary medical condition might interrupt the employee's work schedule).

C. To be considered for Medical Flexiplace, an employee's medical documentation must demonstrate that:

(1) The employee is unable to be present at the traditional work site because of temporary medical reasons,

(2) The employee is able to perform the duties of the position at an alternative duty station, and

(3) The employee will be able to return to the regular work site at a certain date.

D. Recertification. After six (6) months in a Medical Flexiplace assignment, an employee must provide medical certification on the status of his/her medical condition to support continued participation.

Section 7. Each employee must sign a work agreement that covers the terms and conditions of participation in the Flexiplace Program. The work agreement constitutes an agreement by the employee and his/her supervisor to adhere to the Program's policies. Supervisors must recertify an employee's work agreement at least once every 12 months.

The work agreement covers the following items:

A. Agreement to release home telephone number to "customers" (applies only to employees working at home);

B. Voluntary nature of the arrangement;

C. Length of Flexiplace assignment;

D. Hours and days of duty station;

E. Location of the duty station;

F. Responsibilities for timekeeping, leave approval, and requests for overtime and compensatory time;

G. Performance requirements; and

H. Proper use and safeguards of Government property and records, standards of conduct, etc.

Section 8. Work schedules. Flexiplace work schedules must state the days and times an employee will work in his/her regularly assigned work setting and in the Flexiplace work site. Work agreements for Regular Flexiplace will normally provide for a minimum of three days per week at the official duty station and two days for compressed schedules structured to meet the needs of participating employees and their supervisors. However, employees must work schedules consistent with their offices' core work hours and may not work nonstandard evening and weekend schedules. Supervisors must approve overtime and compensatory time in advance.

Section 9. EPA employees are required to comply with the following guidelines on using records or duplicating records when working at Flexiplace locations. Compliance with these Flexiplace policies will protect the Agency and the employee in the event of litigation or investigation. During an investigation, all relevant records must be made available to investigators and auditors.

A. Any official record removed for Flexiplace assignments remains the property of EPA. Additionally, any official record that is generated from Flexiplace assignments becomes the property of EPA.

B. An employee must get written approval from his/her supervisor prior to taking official records to a Flexiplace work site. This approval will be for a stated period of time only. All official records that are moved from an office location to a Flexiplace work site will be documented in accordance with applicable procedures or requirements, i.e., charge-out procedures, Check-out cards, sign-out sheets, etc.

C. The removal of Privacy Act and other sensitive information for Flexiplace assignments is subject to supervisory approval. When such records are used by EPA employees at Flexiplace locations, care must be taken to ensure that information is not disclosed to anyone except those who are authorized access to the information in order to perform their duties. Appropriate administrative, technical, and physical safeguards must be taken to ensure the security and confidentiality of these records.

D. At the conclusion of the approved charge-out time of the Flexiplace assignment, or upon termination of employment, the employee must return the official record to the EPA office. If the employee needs this record to complete future Flexiplace assignments, he or she must again get written approval from the supervisor, prior to removal of the record from the office.

E. When duplicate copies/records used at Flexiplace locations are no longer needed by the employee, they must be recycled or destroyed if they do not contain Privacy Act information. Duplicate records containing Privacy Act material must be returned to EPA for shredding. In the event that any information should be added to or changed in a duplicate record, it must be added to or changed in the official record. If an employee has a duplicate record at home and there is no longer an administrative need to retain the record, the employee must obtain permission from the supervisor to retain this duplicate copy for his/her personal use.

F. Confidential Business Information (CBI) or national security classified information may not be removed from EPA offices accept as permitted and authorized by established procedures.

Section 10. Time and Attendance Issues

A. Hours of Duty. Employees may work standard schedules or follow Alternative Work Schedules (as statutorily defined), depending upon the agreement between the employee and the supervisor. Employees must work schedules consistent with their offices' core work hours and may not work nonstandard evening and weekend schedules.

B. Leave. The policies for requesting annual leave, sick leave, or other absence from duty remain unchanged. Employees are responsible for requesting and obtaining approval for leave and keeping their Supervisor informed of leave usage according to AED leave policy.

C. Certification and Control of Time and Attendance (T&A). Supervisors must report time and attendance to ensure that employees are paid only for work performed and that absences from scheduled tours of duty are accounted for. Federal policy and procedures governing certification of time and attendance require agencies with employees working at remote sites to provide reasonable assurance that they are

working when scheduled. Reasonable assurance may be obtained by occasional supervisor telephone calls, random visits by the supervisor to the employee's work site, and determination of the reasonableness of work output for the time spent. Employees must self-certify time and attendance to their supervisor. This may be done electronically, by report, or by other acceptable means.

D. Administrative Leave, Dismissals, Emergency Closings. Although a variety of circumstances may affect individual situations, the principles governing administrative leave, dismissals, and closing remain unchanged. When an employee knows in advance of a situation that would preclude working at the Flexiplace work site, either time in the office or leave should be scheduled. In the event that the assigned duty station is closed due to the weather or other emergency, employees in Flexiplace assignments at an unaffected alternative work site would be expected to work their regularly scheduled hours unless they take leave. When emergency situations occur at the alternate work site, unless the employee is on medical flexiplace, the employee will report to their primary work station unless the primary workstation is closed.

Section 11. Fair Labor Standards Act (FLSA). The existing rules in Title 5 U.S.C. and in the Fair Labor Standards Act governing overtime also apply to Flexiplace arrangements. All overtime work for people in Flexiplace assignments must be approved in advance by the supervisor.

Section 12. Flexiplace employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or workers' compensation for on-the-job injury or occupational illness if injured in the course of performing official duties at the official or alternate duty station. Supervisors must ensure that claims of this type are immediately brought to the attention of the servicing Human Resources Office. Any accident or injury occurring at the alternate duty station must be brought to the immediate attention of the Supervisor. An incident report (EPA CA1) must be completed either by the Flexiplace employee or the Supervisor.

Section 13. Pay Linkages.

A. Duty Station. For pay purposes, the "official duty station" is the employee's Federal office.

B. Special Salary Rates. The employee's official duty station serves as the basis for determining special salary rates.

C. Premium Pay. The normal rules apply for night differentials and Sunday and holiday pay whether work is accomplished at the conventional or alternate duty station. The employee's official work schedule determines his/her entitlement to premium pay. Working at night, on Sunday or on a holiday requires preauthorization by the Supervisor, whether working at the traditional work site or at an alternate work site.

Section 14. Facilities Linkages.

A. Home Office Space. If working at home, employees participating in Flexiplace should have a designated work space or work station for performance of their work-at-home-duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.

B. Home Utility Expenses. Incremental home utility costs associated with working at home will be paid by the Agency where the personal expense directly benefits the Government (i.e., business-related long distance or toll calls on the employee's personal telephone).

C. Workplace Is Not a Government Facility. While the Agency may own some of the property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a Government facility, and the Government property therein is the sole responsibility of the employee.

Section 15. Equipment Linkages. The Agency will provide appropriate equipment, when it is available, for employees to perform work at the Flexiplace work site.

A. Telephone. EPA may provide telephone credit cards or may reimburse an employee working under an approved Flexiplace Agreement for business-related long-distance and toll telephone calls on his/her personal telephone.

B. Laptop Computers, Agency-Owned Equipment, etc. When available, Agency-owned property, such as laptop computers and other telecommunications equipment, may be used by employees in their private residences. Strict adherence to regulations concerning the safeguarding and removal of all equipment is essential. Prior approval through the appropriate channels must be obtained before any property is removed from the Agency and property passes must be issued for each piece of equipment. The Agency will not provide office furniture. All equipment, software, data, and supplies furnished by the Agency shall remain the sole property of the Agency. Employees must agree to return these items upon request of the Agency or upon termination of the Flexiplace agreement. Employees are responsible for the safety and security of all equipment and data provided by or generated for the Agency, including maintaining security and confidentiality. Employer-owned software shall not be duplicated. Employees are solely responsible for maintaining any of their personally-owned equipment.

C. Supplies. If needed, the Agency will provide necessary office supplies (paper, pens, diskettes, etc.) The Agency will not reimburse employees for any supplies purchased independently.

D. Copying. Any copying must be performed at the official duty station.

Section 16. All Flexiplace participants must attend training prior to their initial Flexiplace participation, provided at the Division level either in person or electronically.

Section 17. Questions related to claims for personal property, damage, or loss or personal injury related to the employee's performance of official duties should be directed to the servicing Human Resources Office. The Agency will address issues of employee or Agency liability in accordance with the specific facts of each case and under the provisions of the Federal Employees Claims Act, the Federal Tort Claims Act, the Military Personnel and Civilian Employees Claims Act, and local law, where appropriate.

Section 18. Participation and Termination.

A. An employee may terminate his/her Flexiplace arrangement at any time without prejudice and return to his/her official work site.

B. A performance appraisal below "successful" automatically disqualifies an employee's Flexiplace arrangement.

C. Management retains the right to deny participation or terminate an employee's Flexiplace participation at any time if:

(1) The employee's Flexiplace assignment does not benefit the Agency,

(2) The employee's work assignments are not being performed efficiently or effectively,

(3) The employee fails to comply with the agreed-upon program requirements,

(4) The employee fails to participate in requested program monitoring and evaluation activities (including surveys, focus groups, etc.), or

(5) Conduct problems arise.

Section 19. Whenever any element of the work agreement changes (position, work assignment, home office, or personnel changes, etc.) and participation is still approved, the Flexiplace arrangement must be reevaluated and modified. Examples of such changes include:

A. The Flexiplace employee is reassigned to a different job and/or organizational unit,

B. The supervisor of a Flexiplace employee is reassigned to a different job, or

C. The Flexiplace employee is assigned a new supervisor.

Section 20. Generally, a Federal tax deduction is not allowed for a home office or work space unless used exclusively on a regular basis as a principal place of business. Employees who believe they may be entitled to a tax deduction based on home office or work space, depreciation of employee-owned personal computers and related equipment, etc., should consult their tax advisor.

Section 21. The employee agrees not to conduct unauthorized personal business while in official duty status at the alternate duty station.

ARTICLE 17

HOLIDAYS

Section 1. Employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order that cover bargaining unit employees.

Section 2. When a holiday falls on Saturday, the holiday will be observed on the preceding Friday; likewise, when a holiday falls on Sunday, it will be observed on the following Monday.

Section 3. When an employee's scheduled day off, under a compressed schedule, falls on a holiday, the employee is entitled to an in-lieu-of holiday in accordance with the designations in the following table:

Holiday and Scheduled Day Off	In-Lieu-of Holiday
Friday	Preceding Workday
Monday	Preceding Friday
Sunday	Next Workday
All Other	Preceding Workday

Section 4. An employee will not change their compressed work schedule for the sole purpose of adjusting their in-lieu-of holiday.

ARTICLE 18

LEAVE POLICIES

General: For use of *leave of any duration or any type* (sick, annual, or compensatory), government-wide regulations require *prior approval* by a supervisor whenever practical. The Government Accounting Office's Policy and Procedures Manual for Guidance of Federal Agencies, Title 6, Chapter 3, Section 3.6C states "Approval of leave must be made before the leave is taken when practical."

REQUEST PROCEDURES:

Section 1. Scheduled leave. The standard procedure for *approval of scheduled leave* is that an employee fills out a *leave slip* and obtains a *supervisor's signature*. Leave slips should be submitted as much in advance as possible to minimize scheduling conflicts. Supervisors may disapprove requested leave due to workload related reasons. In that event, the employee may request rescheduling the leave to a different time.

Section 2. Unscheduled annual/compensatory/ sick leave. Under certain circumstances, it may be *impractical to obtain approval* from a supervisor prior to taking leave. These circumstances include, but are not limited to, unanticipated or emergency situations when an employee needs to take leave, but cannot personally contact a supervisor to obtain prior approval. The notification procedure is then permissible. To maximize an employee's flexibility, but still allow supervisors an acceptable level of accountability, the following rules should be followed by the employee when it is impractical to obtain prior approval for leave:

D. The *notification procedure* always starts with a *call to a supervisor*. If the supervisor is not available, the call automatically will be forwarded to the supervisor's secretary. The employee can then notify the secretary. If the secretary doesn't answer, the phone will bounce back to the supervisor's voice mail and the employee can simply leave a message. Supervisors will provide coverage for their voice mail if they will not be in on any given day.

(1) For unanticipated annual or compensatory leave of one work day or less, an employee needs to notify the supervisor as specified above.

(2) For unanticipated annual or compensatory leave that extends beyond one work day, the employee is asked to contact a supervisor directly, or leave a contact method with the supervisor's secretary or on the supervisor's voice mail. At a minimum, the employee needs to notify the supervisor each day they are taking unanticipated annual or compensatory leave, following the standard notification procedure as outlined above.

(3) For sick leave of one work day or less, an employee should notify their supervisor. This single notification is adequate for sick leave that does not

exceed three days. However, employees are expected to notify their supervisor as soon as possible on the day they return from sick leave.

(4) For sick leave of greater than three consecutive days, an employee must notify their supervisor not later than two hours subsequent to the employee's normal starting time on the fourth day of continued absence. Because a supervisor may request a medical certificate or may need to arrange work coverage, the employee is asked to speak directly to a supervisor whenever practical, or leave a method of contact with the supervisor's secretary or on the supervisor's voice mail.

E. During the normal work day, the notification procedure should be followed *prior to leaving the building*. Otherwise, notification should be made by calling *not later than two hours subsequent to the employee's normal starting time*. In every case, notification should be followed by submission of a leave slip by the employee as soon as possible. In certain instances, verbal approval for leave may be obtained by speaking to the supervisor, followed by submission of a leave slip by the employee as soon as possible.

ANNUAL LEAVE

Section 1. The employee will earn and be granted annual leave in accordance with applicable Laws, Statutes, Government-wide Regulations and this Article.

Section 2. No employee will be required to give an explanation for what purpose annual leave is requested unless he/she is requesting emergency leave.

Section 3. Approval of leave is not to be presumed. It is the responsibility of the supervisor to notify an employee in a timely manner if leave has been denied. It is the responsibility of the employee to ascertain that a request for leave has been approved if submitted less than 24 hours in advance. The Employer will act on the request for leave as soon as practicable following submission and inform the employee of the decision if the leave is not approved. Leave slips covering the second week of the pay period should be submitted for approval prior to noon of the second Tuesday of that pay period whenever possible.

Section 4. An employee whose personal religious beliefs require abstention from work during limited periods of time will be granted annual leave upon request for such periods, unless the presence of the employee is necessary for operation of the workplace. Under these circumstances, with the Employer's approval and in lieu of annual leave, the employee may earn and use compensatory time by working additional time in accordance with Article 37.

Section 5. Consistent with workload and staffing requirements and when the request is submitted with sufficient advance notice, the Employer agrees that an employee's request for annual leave

generally will be approved. Approval of emergency (unscheduled) annual leave will be determined on an individual case-by-case basis depending on workload and staffing requirements.

Section 6. Every effort will be made by the employee to schedule leave in a manner consistent with good practices that would preclude forfeiture of annual leave. When sickness, workload, administrative error or other situations exist that causes the Unit employee to lose approved annual leave, it will be subject to regulations for restoration of annual leave. Both the employee and the Employer will strive to ensure that forfeited leave due to the above is promptly restored. Employees will have two years from the year in which restoration is effected to use the restored leave. Those criteria for restoration of leave are as follows:

A. The initial annual leave must have been scheduled at least three pay periods prior to the end of the leave year.

B. The leave must have been subsequently canceled by the Employer for work related reasons.

C. The canceled leave could not have been rescheduled and used prior to the end of the leave year. Even if an employee believes rescheduled leave will be denied, the employee must submit the appropriate leave slips.

D. The excess "use or lose" leave which was subsequently forfeited must be requested to be restored by the employee by completion of the applicable leave restoration form available on the EPA Intranet website.

Section 7. The Employer will make every reasonable effort to avoid calling an employee back from leave.

SICK LEAVE

Section 1. Employees will accrue sick leave in accordance with applicable Laws and Statute. The Union joins the Employer in recognizing the insurance value of sick leave in case of extended illness. However, employees are encouraged to use their sick leave if they have a contagious illness.

Section 2. In accordance with applicable Laws, Government-wide Regulations, and this Article, sick leave, if available, will be granted to employees when they are unable to perform their duties due to sickness, injury, pregnancy, or confinement, or if they are undergoing medical, dental, or optical examination or treatment or are utilizing the use of sick leave under the Federal Employees Family Friendly Leave Act (FEFFLA) .

Section 3. Employees not reporting for work because of incapacitation for duty must furnish notice to the supervisor or the supervisor's designee, as soon as possible prior to the start of the employee's shift, but no later than two hours after the start of the shift, unless emergency conditions (i.e., unconsciousness) preclude such notification.

Section 4. Request for sick leave for medical, dental, or optical examination or treatment will be submitted for approval as far in advance as possible of the appointment, unless precluded by emergency conditions.

Section 5. Use of sick leave for incapacitation due to pregnancy will be approved the same as for an illness. An employee who is pregnant is expected to provide her supervisor certification from her personal physician if her doctor indicates that her continued work will place either the employee or child at risk. The employee may be assigned to light duty or another position prior to leave if her regular position is considered inappropriate by her doctor.

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Section 6. Ordinarily, employees will not be required to furnish a doctor's certificate to substantiate a request for approval of sick leave. Exceptions to the above are as follows:

A. Return to duty.

(1) To insure an employee is capable of returning to duty after a long period of incapacitation

(2) At the discretion of the supervisor, a physician certification may be required, when an absence extends for more than three (3) consecutive workdays. An employee will be informed when calling in on the fourth day or after whether a physician's certification is required.

B. In cases of sick leave abuse.

(1) Abuse of sick leave is not necessarily related to the frequency of sick leave. Supervisors must ascertain the underlying causes of the absences before determining that the use of sick leave has been abused. Examples of suspected abuse would include repeated absences that occur immediately prior to scheduled days off or repeated absences that occur immediately prior to or after paydays.

(2) In cases where sick leave abuse is suspected, the employee will first be notified in writing that abuse is suspected and the reasons why abuse is suspected. The employee may respond in writing to any accusations of sick leave abuse and such response will be kept on record.

(3) If after a reasonable time, the employee's use of sick leave does not improve, the employee will be issued a Sick Leave Requirement Letter. This will require that the employee provide a medical certification from a medical practitioner for each and every absence attributable to illness, medical, dental or optical examination and/or use of FEFFLA, unless otherwise arranged with the supervisor. This requirement will be reviewed by the Employer at the end of each three month period from date of issuance to determine if it

should be eliminated. The employee will be informed in writing that the requirement will continue for another three (3) month period prior to the expiration of the current three month period.

(4) It is acknowledged by the parties that a negative balance of sick leave in and of itself is not indicative of sick leave abuse. Chronic medical conditions, disabilities, or other illnesses could result in excessive sick leave usage by the employee through no fault of their own. In such cases, accommodations can be requested and prescribed. However, absent a medical reason for the excessive use of sick leave, the above described measures may be used to try to decrease the use of sick leave.

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Section 7. When a medical official has certified that an employee has physical restrictions that preclude the full performance of the duties of his/her assigned position, the Employer agrees to attempt to assign duties that the employee can perform within the given restrictions for a reasonable period of time.

Section 8. The Employer retains the right to request medical evidence in accordance with 5 CFR 339, Medical Qualifications, anytime the employee has requested a special workplace accommodation such as a shift in work hours, schedule, or special workplace equipment(s). The Employer will determine the acceptability of the submitted medical evidence. The Employer acknowledges that the workforce is covered by the applicable provisions of the Americans with Disabilities Act; The Rehabilitation Act of 1973, and other appropriate rules and regulations concerning disabling conditions in the workplace.

FAMILY LEAVE

Section 1. Two forms of family leave are available to the Federal Employee. Benefits of these programs can be combined to extend the necessary period of leave. Either program provides pursuant to applicable provisions of the law, access to leave in one lump, intermittently or on a regular schedule, which affords the employee the leave necessary for core requirements. The programs are detailed in Section 2 and 7 below. In addition, the Leave Bank program in Section 9 and individually donated leave may be used by employees for extended illness or care giving. In accordance with the Family and Medical Leave Act (FMLA) of 1993, an employee (who has been employed for at least twelve (12) months) will be entitled to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:

A. For the birth of the employee's child or to care for the child after birth occurs; or for the placement, adoption or foster care of a child;

B. To care for the employee's spouse, son, daughter, or parent who has a serious health condition; and

C. For a serious health condition that makes the employee unable to perform his/her job.

Section 2. An employee may elect to substitute paid leave for leave without pay.

Section 3. Employees must ask for leave as soon as possible when any of the above situations occur. Employees must invoke their entitlement to FMLA in writing, preferably using an SF-71 (Application for Leave).

Section 4. The Employer may require medical certification to support a request for leave because of a serious health condition and a fitness for duty report to return to work.

Section 5. Job benefits and protection include the following:

A. For the duration of FMLA leave, the Employer will continue paying the Employer's share of the group health plan. Employees may pay the employee share of the premiums on a current basis or may incur a debt and pay his/her share upon return to pay and duty status;

B. Upon return from FMLA leave, employee(s) will be restored to their original positions, or equivalent positions with the same pay, benefits and other employment terms; and

C. The use of FMLA leave will not result in the loss of any employment benefits which accrued prior to the start of an employee's leave.

Section 6. The Federal Employees Family Friendly Leave Act (FEFFLA) of 1994, authorizes covered full-time employees an initial grant of up to 40 hours with any sick leave balance and up to an additional 64 hours per year of sick leave to those employees who maintain a balance of 80 hours of sick leave to do the following:

A. Give care or otherwise attend to a family member having an illness, injury, physical or mental illness, pregnancy, birth, or medical, dental, optical examination or treatment or other condition which, if an employee had such a condition, would justify the use of sick leave by the employee; or

B. Make arrangements or attend the funeral of a family member.

Section 7. For the purpose of definition, the term "family member" as referred to by the FEFFLA will mean:

A. Spouse and parents thereof;

B. Children, including adopted children, and spouses thereof. The term "children, including adopted children, and spouses thereof" is further defined as adult sons and daughters, whether disabled or not, and therefore permits an employee to use sick leave to arrange for or attend the funeral of an adult son or daughter over 18 years old and not disabled;

C. Parents, brothers and sisters, and spouses thereof; and

D. Any individual, whether related by blood or affinity, whose close association with the employee is the equivalent of a family relationship.

Section 8. A part-time employee or an employee with an uncommon tour of duty will be authorized to use sick leave equal to the average number of hours of work in the employee's scheduled tour of duty each week. In addition, if the employee maintains a sick leave balance equal too at least twice the average number of hours of work in the employee's scheduled tour of duty each week, he may use an amount equal to the number of hours of sick leave normally accrued by the employee during a leave year for the purposes described in the FEFFLA.

Section 9. The use of sick leave to care for a family member who is afflicted with a communicable disease is primarily based on the need to prevent the spread of contagious disease in the workplace. When health authorities or health care providers determine that an employee's exposure to a communicable disease would jeopardize the health of other employees and the employee provides a copy of the determination to the Employer, the Employer will authorize the use of available sick leave to the employee for the entire period of time during which the danger to the health of other employees exists. If an employee's sick leave balance is not sufficient, the employee may request annual leave, leave without pay or, if eligible, request participation in the Leave Bank program.

Section 10. Public Law 103-329 enacted September 30, 1994, established provisions for the use of paid leave to be a bone marrow or organ donor, or the use of sick leave for adoption of a child. In accordance with this law, the following will apply: An employee will be entitled to the use of seven (7) days paid leave each calendar year (in addition to annual and sick leave) to serve as a bone marrow or organ donor. The employee is entitled to use of this leave without loss or reduction in pay, leaves to which entitled, credit for time or service, or performance or efficiency rating. The length of absence will vary depending upon medical circumstance of each case. For medical procedures and recuperation requiring longer than seven (7) days, the Employer will continue to accommodate employees by granting additional time off in the form of excused absence, accrued sick and/or annual leave, leave without pay, or advanced sick or annual leave.

Other Leave: EPA Manual 3165 details other types of available leave including, court leave, military leave and excused absence. That manual provides that employees who donate blood to the red cross or in emergency situations to local hospitals or blood banks of nonprofit institutions will be excused from duty for up to four hours to donate blood (not including the lunch period) unless their presence at work is required by the press of business.

ARTICLE 19

EMPLOYEE PERFORMANCE EVALUATION

Section 1. Introduction. The Agency-wide performance management system is PERFORMS; the Performance Planning, Employee Rating, Feedback, Opportunity, and Recognition Management System. This employee performance evaluation program will emphasize:

A. Continuous two-way communication between employees and supervisors

B. Employee development

C. Administrative simplicity

D. Recognition of accomplishments

E. Employees' input into improving organizational effectiveness

PERFORMS supersedes the current performance management system set forth in EPA Manual 3151.

Section 2. Coverage. This performance management program covers all EPA bargaining unit employees in AED represented by NAGE.

Section 3. Authorities. In the administration of all matters covered by this Article, the Union, Agency officials and employees shall be governed by 5 USC Ch. 43; 5 CFR 430, 432, and 531; EPA Order 3151.1, Performance Management; and EPA Order 3110.16, Reduction in Grade and Removal Based on Unacceptable Performance.

Section 4. Definitions.

A. Additional Performance Element. A dimension or aspect of individual, team, or organizational performance that is not a critical or non-critical element. Such elements are not used in assigning a summary level and are entirely optional.

B. Appraisal Period. The established period of time for which performance will be reviewed and for which a rating of record will be prepared.

C. Critical Element. A work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that the employee's overall performance is unacceptable. Critical elements are established for the assessment of individual performance only.

D. Interim Rating. A written rating prepared as input to the rating of record by the former supervisor when a change of supervisor occurs during the appraisal period. An employee must have completed the minimum period of performance to receive an interim rating.

E. Minimum Period of Performance. The minimum amount of time that must be completed before a rating of record may be given.

F. Performance Element. The assignments or responsibilities the employee must perform. Elements can be expressed as accomplishments (results), activities, or behaviors.

G. Performance Plan. All of the written, or otherwise recorded, performance elements that set forth expected performance. A plan must include all critical and additional elements and their performance standards. This is commonly known as the performance agreement.

H. 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 include, but is not limited to, quality, quantity, timeliness, and manner of performance.

I. Progress Review. A communication with the employee about performance compared to the performance standards of critical elements. The review also includes assessing the need for adjusting the Performance Plan; developing a plan of action for improving performance, where appropriate; and to discuss individual development.

J. Rating. The written appraisal of performance compared to each critical element on which there has been an opportunity to perform for the minimum period.

K. Rating of Record. The performance rating prepared at the end of the appraisal period for performance over the entire period and the assignment of a summary level. This constitutes the official rating of record referenced in 5 CFR Part 430.

Section 5. Appraisal period. The annual appraisal period begins on January 1 and ends on December 31.

Section 6. Minimum period of performance. Only those employees who have completed a minimum 90-day appraisal period under an approved performance plan will be evaluated at the end of the performance cycle. The appraisal period begins when the employee signs (or chooses not to sign) the performance plan. If the minimum 90-day period cannot be met before the end of the performance cycle (calendar year), the appraisal period must be extended until the 90 days are met.

Section 7. Summary-level pattern. The Agency pattern is the two tier summary-level pattern set forth as "A" in 5 CFR Part 430, comprising levels 1 (unacceptable) and level 3 (successful).

Section 8. Content of the performance plan. A performance plan must contain the following items:

A. Title. "Performance Plan."

B. Element. Name and/or description of the performance element.

C. Element Type. Critical or Additional. A performance plan shall contain a minimum of one critical element and maximum of five critical elements. Additional elements are optional.

D. Standard. The performance threshold(s), requirement(s), or expectation(s) for an appraisal at a particular level of performance. A standard includes such factors as quality, quantity, timeliness, and manner of performance, as applicable. Standards may also refer to requirements (milestones and accomplishments) set forth in work plans. At a minimum, standards must be documented at the successful level for critical elements. Supervisors may, at their option describe unacceptable performance. If additional elements are used, standards are described at the successful level only.

E. Measurement Source(s). Identification of sources that may be used to determine if standards are met or not met, such as but not limited to: personal observations, employee written products, or feedback from team leaders.

F. Element Rating. There are two ratings possible for an element: the "successful" level or the "unacceptable" level.

G. Assumptions. Known factors over which an employee has little, if any, control, but which might exert a significant impact on the employee's performance or ability to achieve an objective.

H. Employee Signature/Date. The employee's acknowledgment of the performance plan and the date.

I. Supervisor(s)'s Signature/Date. Identification of the supervisor(s), his/her approval of the performance plan, and the date of approval.

Section 9. Format of the performance plan.

Performance Plan Name: Office: Year:
Element: Type Element: Critical ☐ Additional ☐ Standard/Measurement Sources: Assumption (if applicable): Element Rating: Successful ☐ Unacceptable ☐
Element: Type Element: Critical ☐ Additional ☐ Standard/Measurement Sources: Assumption (if applicable): Element Rating: Successful ☐ Unacceptable ☐
Employee's Signature/Date
Supervisor(s)'s Signature/Date

Section 10. Performance management responsibilities. The following individuals, by position, are responsible for preparing and reviewing performance plans, performance ratings, award nominations, and performance related personnel actions:

A. Supervisor. An individual having the authority to take--or to effectively recommend taking--any one of the following actions for at least one employee: hire, layoff, suspend, direct, promote, discipline, recall, remove, furlough, reward, transfer, assign, or adjust grievances.

B. Approving Official. The individual supervisor who approves ratings, awards, and other performance related personnel actions recommended by a supervisor who does not have that authority.

Section 11. Writing a performance plan. The performance plan is determined by the supervisor; however, he/she must provide an opportunity for the employee to collaborate in developing the plan. The steps to writing a performance plan are as follows: (1) consider the organizational strategic goals, functions, responsibilities, and priorities and identify the employee's role in them; (2) identify one or more critical job elements plus additional elements, if appropriate; and (3) write standards for each element and, if appropriate, document assumptions.

Section 12. Review of performance plans. Supervisors have the authority to approve a performance plan. However, an organization may, if it chooses, require a higher level review of performance plans.

Section 13. Communicating performance plans. It is the supervisor's responsibility to communicate performance expectations to employees within the first 30 days of the appraisal period or within 30 days of the employee's arrival in a new position. The individual employee and supervisor should agree on the plan. However, if the parties cannot agree, the supervisor establishes the plan. The supervisor and higher level review, if established, sign and date the plan. The employee then signs and dates the plan. (Note that the date the employee signs the plan, or refuses to sign, is the beginning date of the minimum period of performance.) The supervisor keeps the original and the employee receives a copy.

Section 14. Progress reviews. In addition to the annual performance appraisal, an employee is entitled to at least one formal feedback discussion (progress review) with the supervisor at mid-year plus or minus 30 days. However, frequent informal reviews of performance throughout the appraisal period are encouraged.

Section 15. Timing of the appraisal. Performance appraisals (ratings of record) are scheduled to be done annually just after the close of the appraisal period. Ratings must be completed within 30 days of the end of the performance cycle. Organization heads must also certify the completion of ratings for all employees to the Human Resources Office within 60 days of the end of the cycle. Under special circumstances, appraisals may deviate from that schedule:

A. If the employee has not completed the minimum period of performance by the end of the performance cycle, then the rating of record is given at the end of the minimum period.

B. Whenever the employee has a change of supervisor, either by the employee leaving the organization or by the supervisor's departure, the supervisor prepares an interim appraisal, which will be input to the employee's annual appraisal. (This would not occur, however, if the employee has not completed the minimum period of performance or if the employee leaves EPA).

C. Whenever the employee concludes a detail to another position or a temporary promotion of 90 days or more, the supervisor for the detail prepares an interim appraisal which the supervisor for the employee's permanent position factors into the employee's annual appraisal.

Section 16. Sources of appraisal input. The written performance standards and sources of appraisal input will be applied in a fair and understandable manner in determining the rating of each assigned element. The supervisor will ensure that feedback (input) used in the appraisal process is related to the employee's assigned elements and standards. The feedback used will be factual and relevant. If the information may adversely affect the employee's rating, the employee will be made aware of this information in order to facilitate his/her ability to respond to and correct inaccurate information. The sources of such information will be annotated in the performance plan. Supervisors will not

knowingly withhold pertinent information necessary to the appraisal of the employee's job performance.

Section 17. Rating an element. After assessing the appraisal input against the standards, the supervisor assigns a rating to each performance element of either "successful" or "unacceptable." If, on balance, the overall performance for a critical element is at a successful level, then the element is rated "successful." If, on balance, the overall performance for a critical element is less than successful, then the element is rated "unacceptable."

Section 18. Communicating the rating. The supervisor meets with the employee to conduct a formal appraisal interview. During the appraisal interview, he/she communicates to the employee:

A. how each performance element was rated,

B. the rating of record,

C. areas that need improvement, including making suggestions and asking the employee for suggestions on how to improve performance, and

D. the requirement of a PIP, if appropriate.

At the conclusion of the appraisal interview, the employee signs the Appraisal Cover Sheet, signifying that the appraisal discussion was held, not necessarily that the employee agrees with the rating of record. The employee receives a written copy of the rating of record as soon as possible, but no later than ten (10) working days, after the appraisal interview.

Section 19. Assigning the summary level. Once all of the performance elements have been rated, the supervisor assigns the summary level (rating) as follows: if any critical element is rated unacceptable, the summary level is "unacceptable"; otherwise, the summary level is "successful." Additional elements do not affect the employee's summary level (rating).

Section 20. Approving the rating of record. If the rating of record (summary level) is "unacceptable", the signatures of the supervisor, and a higher level supervisor are required. If the rating of record is "successful", only the supervisor is required to sign the rating.

Section 21. Documenting the rating. Official documentation of the rating of record consists of the completed Performance Plan, which shows the rating of each element, and the completed Appraisal Cover Sheet (below) that includes the rating of record (either "successful" or "unacceptable"), signature, any performance highlights ("supervisor's comments"), and employee comments. Additional pages may be used if needed. The Performance Plan and the Appraisal Cover Sheet are combined to form one annual appraisal document (package).

Appraisal Cover Sheet	**Employee Name:** **SSN:** **Office:** **Year:**
Formal Progress Review(s):	**(*dated & initialed*)**
To derive summary level: ***1) If the rating for any critical element is unacceptable, then the summary level is unacceptable;*** ***2) Otherwise the summary level is successful.*** ***3) Additional elements do not factor into summary level.***	**Summary Level: ☐ Successful ☐ Unacceptable** **My supervisor and I have discussed my performance for this period in relation to my performance measures and standards, and my supervisor has informed me of my rating of record.** **Employee Signature/Date:** **Supervisor's Signature/Date:** **Higher Level Supervisor's Signature/Date:** **(If applicable)**
Supervisor's Comments: **Employee's Comments:**	

Section 22. Record keeping. Supervisors must submit the completed, original annual appraisal package to the Human Resources Office. The Human Resources Office will maintain an Employee Performance File (EPF) for each employee, which will contain the last four ratings of record including the performance plans on which they are based.

Section 23. Interim ratings. Interim ratings must be prepared for employees who have been under a performance plan for the minimum period of performance when the employee completes a detail, is reassigned to another EPA organization, transfers to another agency, or when the employee's supervisor of record, having supervised the employee for the minimum period, departs from that supervisory position. In preparing the rating of record, interim ratings must be given consideration proportional to the amount of the appraisal period the employee occupied each position or the departing rater supervised the employee.

Section 24. Employee development. Supervisors shall discuss career goals and developmental needs with their employees at least once per year and utilize opportunities for employee development. This meeting will be separate from and in addition to the required progress review. The Individual Development Plan (IDP) is an optional tool and process for documenting the career goals and the developmental needs of employees.

Section 25. Performance feedback. The communication of a significant performance related problem with an employee will occur as soon as possible and definitely in advance of the formal appraisal interview. The supervisor will meet with the employee to advise him/her of the problem and to work collaboratively to identify ways to correct the issue.

Section 26. Individual development plans. The Individual Development Plan (IDP) identifies developmental needs and career objectives and is a useful tool for career development that benefits both the employee and the organization. The IDP process may include conducting a self-assessment; obtaining assessments from peers, superiors and customers; and identifying opportunities and other options for career growth. All employees and their supervisors are encouraged to make the IDP part of the performance management process. An IDP is required when either the employee or the supervisor requests one. Even if an IDP is not done, the employee is entitled to at least one informal assessment and development discussion with the supervisor. If a supervisor identifies required training, he/she will notify the employee and, if applicable, appropriately annotate the IDP.

Section 27. Performance assistance. Programs shall provide assistance to help employees improve performance to the successful level. Such assistance may include, but is not limited to: formal training, on-the-job training, counseling and closer supervision. A Performance Improvement Plan (PIP) and a reasonable opportunity to improve are required as soon as employee performance falls below the "successful" level on any critical job element.

A. Purpose of a PIP. A PIP is a document intended to identify an employee's performance deficiencies, the actions that must be taken by the employee to improve performance, and provisions for counseling, training, or other assistance to bring performance up to a "successful" performance level. Placement on a PIP for unacceptable performance triggers a formal opportunity period as required by 5 U.S.C. 4302(b)(6).

B. Timing of a PIP. A supervisor must initiate a written PIP as soon as employee performance on a critical job element (CJE) and consequently, overall performance, becomes "unacceptable." The employee's performance rating must be based on 90 days under the CJE that is rated less than "successful." Generally, PIPs must be in place within 15 working days after the employee is informed of performance that is less than fully successful. A PIP may be initiated at any time during the appraisal year, preferably as soon as the performance begins to slip below "successful." The Human Resources Office must be consulted before a PIP is implemented.

C. Format of a PIP. A PIP should be in the form of a memorandum from the immediate supervisor to the employee. A specified beginning and ending date should designate

the length of time the PIP will be in effect (not less than a 120-calendar-day period); however, the length of the period will depend on the nature of the position, the performance deficiencies involved, and how long it will take to demonstrate "successful" performance.

D. Content of a PIP. Each PIP should be geared to the needs and circumstances of the situation. The tone of the PIP should be factual and constructive. The following information should be included:

(1) The employee's name, position title, series, grade, and organization location;

(2) The basis for the PIP, i.e., unacceptable performance on one or more critical job elements;

(3) Restatement of the critical element(s) the employee is failing to perform successfully and a description of how performance was determined to be deficient in relation to the measures of performance;

(4) Reference to previous counseling sessions, if the supervisor has documented these meetings.

(5) A specific description of the requirements that must be met, in terms of quality, quantity, timeliness or manner of performance, for work to be judged "successful." Numerical criteria or benchmarks used by the supervisor to interpret the performance standard must also be stated.

(6) A similar explanation of what will be considered an "unacceptable" level of work.

(7) Examples of ways the employee can improve performance and a description of the assistance the employee will receive from the supervisor.

(8) A schedule of periodic performance reviews that will be held during the performance improvement period.

(9) A list of assignments with due dates, or completion dates, if appropriate.

(10) A statement that the employee is expected to maintain at least "successful" performance on the remainder of the CJEs.

(11) Notification that failure to improve performance to at least the "successful" level on the CJE may result in a change to a lower grade, removal or reassignment.

E. Implementation of a PIP.

(1) The supervisor signs and dates the PIP and sends it to the next highest level of supervision for approval.

(2) The supervisor discusses the approved PIP with the employee. The employee signs the PIP and is given a copy. The employee's signature on the PIP indicates that he/she received a copy, and does not signify concurrence. If the employee refuses to sign, the supervisor should so note on the PIP and date the annotation. In addition to the above, the Union shall be notified of the PIP and provided with a copy of the approved document.

(3) The immediate supervisor sends a copy of the PIP to the servicing Human Resources Office along with the original performance agreement and rating package. The PIP will be filed in the Employee Performance File (EPF), and will be removed if the employee's performance improves to the successful level and remains at that level for one year from the beginning of an opportunity to demonstrate acceptable performance.

F. Canceling or Extending a PIP. A PIP may be canceled or extended in situations such as those described below. In each case, the action should be documented by a memorandum. The memorandum must be sent to the servicing Human Resources Office to provide notification of the cancellation or extension. If extended, the memorandum will be added to the Employee Performance File and will become part of the PIP. If canceled, the PIP and memorandum will be removed from the EPF if the employee remains at the successful level for one year from the beginning of an opportunity to demonstrate acceptable performance.

(1) A PIP should be canceled if the employee is reassigned to a different position at the same or different grade. The PIP is not continued in effect in the new position.

(2) A PIP may be canceled if the employee's performance improves to the "successful" level or above prior to the expiration of the PIP.

(3) A PIP should be removed from the Employee Performance File if the employee leaves the Agency.

(4) A PIP may be extended at any time with the approval of the second-level supervisor.

G. Expiration of a PIP. If a PIP is not extended or withdrawn by the designated expiration date, the supervisor must notify the employee in writing of the status of his or her performance and take any of the following applicable steps.

(1) If the employee's performance has improved to the "successful" level the supervisor must prepare a new rating of record if the opportunity period was triggered by an annual performance rating of "unacceptable." The new rating will be sent to the appropriate Human Resources Office. The supervisor and the employee each keep a copy. The servicing Human Resources Office will substitute the new appraisal for the previous rating of record.

(2) If the employee's performance is "unacceptable" the supervisor may take action to reduce-in-grade, reassign, or remove the employee from Federal service. The servicing Human Resources Office must be consulted before taking any action based on unacceptable performance.

(3) An employee will be reassigned, reduced in grade, or removed based on unacceptable performance in accordance with the procedures contained in EPA Order 3110.16, Reduction in Grade and Removal Based on Unacceptable Performance; 5 CFR Part 432; and 5 U.S.C. 4303.

Section 28. Performance-based actions. If an employee fails to improve her/his performance to the "successful" level after a reasonable opportunity period, the supervisor of record must take one or more of the following actions: deny the employee's within grade increase; reassign the employee; reduce the grade of the employee; or remove the employee from Federal service. The supervisor of record must consult with the Human Resources Office before making any action based on unacceptable performance. All such actions shall be taken in accordance with the provisions of 5 CFR Part 432.

Section 29. Employee objections to performance plans or recognition decisions. The final determination of critical elements and standards and the awarding or withholding of a Quality Step Increase, cash award, or honorary recognition are specifically excluded from coverage by the Agency's administrative grievance procedures (The Collective Bargaining Agreement should be consulted on those matters for bargaining unit employees). These also may not be appealed to the Merit Systems Protection Board.

Section 30. Employee objection to rating of record. An employee who disagrees with his/her final rating of record should contact his/her union representative about the negotiated grievance process. A rating of record may not be appealed to the Merit Systems Protection Board.

Section 31. Appraising Disabled veterans. The performance appraisal and resulting rating of a disabled veteran will not be lowered because the veteran has been absent from work to seek medical treatment.

Section 32. Appraising union officials. Union representational participation by an employee will not be a factor in the evaluation or appraisal of an employee's performance.

Section 33. Feedback to supervisors. The Union and the Employer shall jointly develop an employee survey to provide feedback to supervisors on the quality of their coaching and feedback

skills. After mutual agreement on the contents and design format, management will conduct the survey on an annual basis. The feedback results will be distributed only to the respective supervisors

and the Division Director and will be kept confidential. Participation in the survey will be voluntary on the part of employees and all feedback shall be given anonymously.

Section 34. RIF credit for performance. In the event of a reduction-in-force at AED all ratings of record at the "successful" level, or performance above the level of "successful" if an employee has ratings of record under more than one summary pattern, shall receive the same number of years additional retention service credit. The parties will renegotiate this section before any RIF activity if Agency Performance Management Policy, in accordance with 5 CFR Part 351(b)(4) does not permit awarding of service credit as described above.

Section 35. Copies of performance plans. The Union, upon request to the Division Director, shall be provided sanitized copies of individual bargaining unit employee performance plans and referenced documents.

Section 36. Reopener. Subject to mutual consent of the Parties, this Article may be reopened.

ARTICLE 20

AWARDS

Section 1. Introduction. The EPA Recognition Program reflects the Agency's commitment to promote continuous improvement in organizational performance. It is recognized that the use of both monetary and non-monetary awards has a significant effect on employee morale, motivation, and performance. The EPA Recognition Program is an incentive program that provides recognition based on employee contributions to the efficiency, economy, or other improvement of Agency operations or for noteworthy achievements in the public interest.

Section 2. In administration of all matters covered by this Article, Agency officials, the Union, and employees shall be governed by 5 USC Chapter 45, 5 CFR Parts 451 and 531, and 3130 Recognition Policy and Procedures Manual. The spirit of this Article is reflected in OPM guidance document 6325-01.

Section 3. Additional provisions. Recognition will be granted in accordance with the Recognition Policy and Procedures Manual with the following AED specific provisions:

A. AED Awards Board composition and operation. The AED Awards Board shall consist of ten (10) members: two employees from each of the four branches (includes POS); one non-bargaining-unit employee from the Office of the Director; and one Union representative. Awards Board members, with the exception of the Union representative, will be chosen by "lottery" from volunteers in the respective organizational units designated above. These chosen members are subject to the approval of the Division Director. The Division Director may appoint members when there are not enough volunteers to fully staff the Awards Board. The initial Board membership will consist of five (5) one-year terms and five (5) two-year terms. Thereafter, half of the members will rotate off the Board upon completion of their two-year term. No one will serve more than two years consecutively. Moreover, there must be a separation of three (3) years between terms. The Chair shall be determined by the Board membership. The Union representative may not serve as Chair. All meetings shall be closed and confidential. The Board shall, at a minimum, meet quarterly and shall consist of members only. All meetings shall be held when scheduled, regardless of whether all members can attend, as long as a quorum of six is present. Board members who miss three (3) consecutive meetings may be replaced. Board decisions will be made by a majority secret vote with all recommendations then being forwarded to the Division Director. All award nominees shall be notified of the disposition of their nomination by memorandum signed jointly by the Division Director and the Chair of the Board. The supervisor of the nominee shall also be notified.

B. Authority. The Board shall function only as an advisory and recommending body. The management official with delegated authority will retain final approval on all award and recognition matters.

C. Board functions. The Board shall perform the following functions:

(1) Review and recommend AED nominations for Agency Formal Honor Awards, non-EPA awards, AED awards, and S/Q monetary awards to the Division Director

(2) Announce and receive nominations for Agency Formal Honor Awards, non-EPA awards, and AED awards.

(3) Substantiate the claimed accomplishments of any nomination.

(4) Recommend new AED specific awards to the Division Director for approval. AED monetary awards shall comply with the policies set forth in the EPA 3130 Recognition Policy and Procedures Manual. The Union shall be notified of all Board recommendations for new AED awards.

(5) Evaluate the overall effectiveness of the AED awards and recognition program and make periodic recommendations to the Division Director. This evaluation may include statistical and narrative year-end reports.

D. Award nomination procedures. Employees are encouraged to identify individual employees or groups of employees whom they believe should be recognized for high quality accomplishments or contributions. The Board will also consider outside nominations. Nominations of individual or groups of employees shall be anonymously submitted in writing to the Awards Board on the Agency awards form. The nominations must include a description of the specific accomplishments or contributions of the nominee(s) and an explanation of their significance. The Board will solicit and consider the Supervisor's assessment of each recommended award. Employees may nominate any non-supervisory employee or themselves, at any time (supervisors and managers are excluded from the Awards Board process). Nominations shall not include suggestions for the type of monetary award or the amount of money to be granted. The Board will recommend to the Director the appropriate type of recognition. The Director shall approve the specific award type and the monetary value, if any, in accordance with governing OPM regulations and the Agency's Recognition Policy and Procedures Manual. Supervisors may submit award recommendations directly to the Approving Official; or approve such awards if within their delegated authorities. However, they are encouraged to use the Awards Board process. All awards approved by the Director must use the designated Agency-wide forms in order for final processing and payment to occur. In addition, all approved monetary amounts must be determined by appropriate use of the tangible or intangible benefits table.

E. Awards coverage and exclusions. The Board shall consider all types of awards with the exception of quality-step increases; time-off awards; on-the-spot awards; employee suggestions, career service recognition; patents; and inventions. However,

employees who feel that someone deserves one of these awards may notify that individual's supervisor in writing.

F. Awards equality and conflict of interest. The AED Awards Board shall ensure that all recommendations are made without discrimination on the basis of race, color, religion, national origin, sex, political affiliation, marital status, physical or mental handicap, age, or membership or non-membership in labor or professional organizations. In addition, Awards Board members will recuse themselves from deliberations regarding awards for which they are either the nominator or nominee.

G. Quality step increase (QSI): A QSI may be granted only when an employee demonstrates sustained performance of high quality significantly above that expected at the successful level in the type of position concerned as determined by the rating of record. The rating must be derived by an appraisal of performance against the performance standards for each critical element.

H. Awards budget. At a minimum, the Board will be provided information regarding total funds available for awards before each quarterly meeting.

I. Confidentiality. The Board will maintain strict confidentiality regarding award nominations/nominees, the reason(s) for a nomination, and Board deliberations and discussions.

J. Awards information. Employee awards, including the names of award recipients and the type of awards they receive, will be made public at least annually.

K. Reopener. Either party may reopen this Article after two (2) years following the effective date of this article (March, 1998).

ARTICLE 21

TRAINING

Section 1. The Employer and the Union agree that the training and development of all employees within the bargaining unit will improve their effectiveness and enhance their ability to perform the Agency's mission. To effectuate and further this policy, the Employer will, if determined to be necessary and feasible, provide access to training programs to further develop employees. The Employer with employee input will determine what training is necessary, beneficial and appropriate. The Parties also acknowledge that training is assignment of work and as such must be performed if ordered by the Employer.

Section 2. The Employer, in accordance with laws, rules and regulations, agrees to pay authorized training expenses approved by the training request. Training will normally be scheduled during normal duty hours. If training is required by the Employer outside normal duty hours, the employee will be granted credit hours or a shift in schedule. If an employee's training request is denied, the supervisor will provide the reasons for denial in writing.

Section 3. The Employer agrees to grant excused time for attendance at training events that take place during the Employee's regular work hours and which are deemed mission essential by the Employer. In some instances, Employees may be authorized absence from the work site during duty hours for self-development training which the Employer deemed to be beneficial to the Employer, however, this should be a rare occurrence since the Employer will entertain short-term variations in work schedules to accommodate self-development training.

Section 4. When Management has advance knowledge of work changes that will impact employees in the Unit, the Union will be notified of retraining opportunities to be afforded to these employees. Upon request, the Union may bargain on procedures to implement the retraining program.

Section 5. The Employer will assist employees in partaking of training necessary to improve individual performance, potential, and efficiency.

Section 6. Employees who attend local/on-site training and who are released from the training class prior to the end of the workday are expected to return to work if there is at least one (1) hour remaining in their workday once they are back on-site.

Section 7. When an employee is officially assigned to a position for which he/she is determined by the Employer to be in need of training, the Employer will, when at all possible, provide the training needed.

Section 8. In accordance with 5 CFR, Part 410, training opportunities which are offered for career advancement will be offered to employees on a fair and equitable basis.

Section 9. The Employer acknowledges that when an employee is assigned to any position in which he/she has no previous experience, an on the job training period is normally necessary before the employee can be expected to perform successfully. In that regard, the Employer will provide a reasonable training period of normally not less than ninety (90) days in which to become proficient.

If the employee cannot reach a satisfactory level of performance, reasonable efforts will be made to reassign the employee at the same grade level.

Section 10. When training is determined to be necessary for new jobs and skills, the Employer agrees to make every reasonable effort to use existing employees who already have such skills either by experience or formal training.

Section 11. When employees are assigned to training courses or sessions away from their official duty station, such employees shall have the option of using privately owned vehicles when going to and from such courses or sessions if such use is determined by the Employer to be advantageous to the government. Authorized expenses will be reimbursed by the Employer**.**

Section 12. The Employer endorses the use of individual training plans (IDP's) to identify training needs and opportunities and encourages joint development on an annual basis. The employee is free to access all Agency resources for guidance and information in their career field. The parties agree that IDP's are voluntary and lack of an approved IDP does not justify denial of a training request.

Section 13. The Employer and the Union recognize that each employee is responsible for applying effort, time, and initiative in increasing his/her potential value through self-development and training. The Employer and the Union agree to encourage employees and supervisors to take maximum advantage of the IDP process, training and education opportunities that will add to the skills and qualifications needed to increase their efficiency.

Section 14. The Employer will identify and publicize information on current training courses being offered by local government agencies or education institutions.

Section 15. Training will be recorded and filed in the employee's official personnel folder**.**

Section 16. In accordance with applicable Government-wide law, statute, or code job-related education courses at local colleges and universities will be made available to employees at government expense when deemed beneficial to the Employer and approved by the supervisor. Application and acceptance by the university will be the employee's responsibility. No training courses may be approved strictly for the purpose of obtaining a degree per 5 CFR, Part 410.

Section 17. The Employer agrees to consider training program suggestions from the Union.

Section 18. The AED partnership council will develop an AED training program that incorporates appropriate components from both the ERLN (AED) SOP D-5 Career Development Plan and Handbook 1488 and the NHEERL Long Term Training Program, dated 3/31/99. Until the new program is in effect, the current SOP and Handbook on Career Development will remain in effect.

ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination because of race, color, religion, sex, national origin, handicapping condition, or age. In addition, the Parties recognize their commitment to the policy of prohibiting discrimination on the basis of marital status, political affiliation, or sexual orientation.

Section 2. The Employer and the Union agree to promote a positive, continuing affirmative Government-wide action program within the bounds of laws, regulations, and Supreme Court decisions.

Section 3. Bargaining Unit employees who feel they have been discriminated against have the right to discuss his/her complaint with an Equal Employment Opportunity Counselor and may file a formal complaint in accordance with existing regulations. In addition, the employee may choose to have a Union representative when filing a formal complaint.

Section 4. Representative(s) of the Union and the Employer will meet when requested by either party relative to equal employment matters. Requests for such a meeting should include the subject matter to be discussed.

Section 5. Information on filing EEO complaints may be obtained from bulletin boards, the Human Resources Office, and EEO Counselor(s). An Employee or applicant must contact an Equal Employment Opportunity Counselor within forty-five (45) calendar days of the alleged discriminatory action.

Section 6. There will be a Union representative on the AED EEO committee.

Section 7. An employee who feels he or she has been discriminated against has a choice of proceeding under the statutory EEO procedures or the grievance procedure contained in this Agreement, but not both. An employee will have exercised this option at such time as he or she timely files a formal complaint in writing, under the discrimination complaint procedures in accordance with law, statute, or code, or timely files a grievance in writing under the grievance procedure contained in this Agreement.

ARTICLE 23

SAFETY, HEALTH AND ENVIRONMENTAL MANAGEMENT

Section 1. Purpose and Scope. Both Management and Union recognize the importance of providing a safe and healthy work environment for NHEERL-AED employees. In today's work environment, health and safety issues are diverse and complex. Such issues affect every aspect of employment at NHEERL-AED. Both Management and Union commit to complete and comprehensive compliance with all applicable rules, regulations, policies and procedures aimed at providing a healthy and safe work environment to NHEERL-AED employees. Such compliance will be at all levels throughout the Division.

Section 2. Smoking Regulations. It is Federal policy that no smoking is permitted in Government owned/leased occupied or controlled facilities. This is an absolute prohibition and includes all spaces, including offices, shops, mechanical rooms, bathrooms, and laboratories. It applies at all times. Smoking in Government vehicles is also prohibited. Smoking outside of buildings (well away from entrances and air ducts) is permitted. Smokers should take particular care to properly extinguish and dispose of their tobacco products. Smokers will be provided designated outdoor smoking areas which (1) are reasonably accessible to employees and (2) provide a reasonable measure of protection from the elements.

Section 3. The employer will provide employees with a clean and healthy work environment. When adverse environmental conditions occur (e.g., interruption of water, power, heat, air condition, air quality) the employer will attempt to relocate employees to unaffected work areas. If warranted, adversely affected employees will be administratively excused, without charge to leave or loss of pay, in accordance with applicable regulations, for such time that is determined necessary to alleviate the situation.

Section 4. When possible, facility modifications will be conducted during non-business hours. When adverse conditions occur during such renovation and/or repair the employer will attempt to relocate employees to unaffected work areas. If warranted, the adversely affected employees will be administratively excused, without charge to leave or loss of pay, in accordance with applicable regulations, for such time that is determined necessary to alleviate the situation.

Section 5. The employer shall provide a Medical and Wellness Monitoring Program for covered employees**.**

Section 6. Employees are encouraged to report to management all unsafe/unhealthy working conditions using Form 1440-6, Employee Report of Unsafe or Unhealthy Working Condition. Forms can be found in the Safety Office or the HR Office. When such a report is filed with management, the Union will receive a copy and be notified of actions taken to remedy the situation**.**

Section 7. SHEM SOP's will be provided to the SHEM Committee, the Union & Management for review.

ARTICLE 24

ON-THE-JOB INJURIES

Section 1. The Employer will provide emergency treatment and transportation necessary to secure treatment in incidents of on-the-job injuries. The Employer will assist the employees in applying for reimbursement from the Office of Workers Compensation Program (OWCP) for all expenses incurred in obtaining medical treatment, although the responsibility for filing all claims with the Employer resides with the employee.

Section 2. Employees who are absent from work due to on the job traumatic disabling injuries may be provided continuation of pay not to exceed 45 calendar days without charge to leave.

Section 3. Employees will report to their supervisor all injuries or occupational illnesses which occur on the job. The Employer will stress to all employees the need and requirement for injuries to be properly reported on Form CA-1. The Employer will process and forward, to both the OWCP and the Union, both the employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease. The Employer agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act.

ARTICLE 25

FITNESS FOR DUTY

Section 1. When initiating a fitness-for-duty examination, the Employer agrees to observe applicable Laws and Government-wide regulations.

Section 2. In fitness-for-duty examination or evaluation processes where regulations require the employee to have a representative, the employee will be advised of the availability of Union representation.

ARTICLE 26

EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Union and employer will have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Employee Assistance Program (EAP) for professional screening and diagnosis. As motivation, the employer will consider the employee's positive efforts in seeking treatment and rehabilitation when determining whether disciplinary or adverse actions will be taken.

Section 2. When, based on an interview or counseling session, or the supervisor's observation of an employee's performance or conduct, it appears that referral to the EAP is appropriate, the Union will fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussions between supervisor, employee, and Union steward or representative.

Section 3. All discussions, counseling sessions, and records of the EAP or any other program to which an employee may be referred by the EAP Advisor are completely confidential. However, the fact of attendance at the session must be documented, if during duty time or as a requirement of a settlement agreement between the employer and the employee. No information may be disclosed to anyone without the prior written consent of the employee unless permitted by applicable statute or regulation. Medical emergencies and court orders showing cause may provide exceptions, in rare circumstances.

Section 4. The employee's job security or promotional opportunities will not be jeopardized by his/her request for assistance.

Section 5. The employer will publicize the EAP on the official bulletin board.

Section 6. The employee is entitled to the full benefits provided by the EAP contract with AED. If further counseling is suggested by the counselor or desired by the employee, they may access their own health plan.

Section 7. If agreeable with the EAP counselor, an employee may bring an individual of their choice to counseling sessions.

ARTICLE 27

DRUG-FREE WORKPLACE

Section 1. The parties recognize that accomplishment of the Employer's mission requires the highest standards of competence, reliability, and integrity. The illegal possession or use of drugs is inconsistent with the maintenance of those standards.

Section 2. Employees found to illegally use drugs shall be referred to the Drug-Free Workplace Coordinator (SHEMP Manager) for assessment of drug test results and referral for treatment or rehabilitation as appropriate.

Section 3. The Parties adopt EPA's DRUG-FREE WORKPLACE PLAN that implements the requirements of Executive Order 12564 and Section 503 of the supplemental Appropriations Act of 1987 and amendments thereto with the following NHEERL-AED specific provisions:

A. The Employer shall provide training to bargaining unit employees and Union representatives concerning the drug testing program. The training shall address implementation of the EPA Drug-Free Workplace Plan; inform employees of available drug abuse counseling and referral services; and provide a list of medications and substances that could result in false positive test results. The training shall be done on official time. The Union shall be provided a copy of all training manuals/materials.

B. The Employer shall conduct all drug testing in accordance with the mandatory guidelines promulgated by the Department of Health and Human Services and to use methods and equipment that meet the requirements set forth in the guidelines.

C. The Employer shall use disposable thermometers to guard against the possibility of tainted urine samples.

D. If an employee believes his/her position has been wrongly classified as a testing-designated position, that employee may grieve the classification within 45 days of notification.

E. The Employer may not take any action against an employee based on unfinalized drug testing.

F. Medical documentation that demonstrates legal drug use by an employee shall be presumed to be a valid explanation for a positive test result unless rebutted.

G. An employee selected for testing will be granted necessary administrative leave to have the sample collected.

H. Bargaining unit employees are entitled to Union representation, upon request, during the collection of urine samples. The Union representative may observe all actions of the collection site monitor. However, the representative may not impede the timely collection of the sample. Union representatives shall suffer no loss of pay or benefits when performing drug testing responsibilities.

I. The Employer may not randomly test an employee for illegal drug use when the employee has previously undergone drug testing because of accident or reasonable suspicion and the analysis of the prior test is incomplete.

J. An employee shall not be subject to a search, frisking or disrobing (with the exception of coats, jackets, or outer garments) before a drug test.

K. The Employer will separate out a reserve sample (a sample consisting of urine in excess of the required volume). At the employee's request, the Employer will test the reserve sample if the original sample tests positive for drugs.

L. Employees, if detained beyond scheduled work hours, shall be given the choice of overtime or compensatory time.

M. If Agency officials visit the testing Lab for an inspection, the Union will be entitled to designate an observer to attend the inspection. The observer will be on official time and authorized travel and per diem.

N. The Employer will continue employment of an employee who voluntarily admits to drug abuse and demonstrates continuing successful participation in a rehabilitation program consistent with the protection of public health and safety and with national security.

O. Employees who successfully complete rehabilitation and thereafter test negative for drug use will not be eliminated from competition for sensitive positions within the bargaining unit, if they are otherwise qualified for such positions.

P. Employees who visit the EAP, voluntarily or by referral, shall be granted administrative leave for participation in such counseling and/or treatment sessions. Scheduling of such leave will be approved absent exigencies of business.

Q. Employees will be informed of the consequences should they refuse counseling or rehabilitation.

ARTICLE 28

REORGANIZATION

Section 1. Reorganization means the planned elimination, addition, or redistribution of functions in an organization and/or a change in organizational structure.

Section 2. In order to facilitate efficient and timely reorganizations, the Union shall be invited to participate on pre-decisional committees/workgroups established by Management for the purpose of planning a reorganization.

Section 3. The Employer will notify the Union of any proposed reorganization as far in advance as possible. The Employer will advise the Union in writing of any formally proposed reorganization within five (5) workdays. At that time, the Union may refer the matter to the NHEERL-AED Partnership Council. Such proposed reorganization will follow the procedures for Employer initiated proposals, see Article 8.

ARTICLE 29

REDUCTION-IN-FORCE

Section 1. Definition. A reduction-in-force (RIF) is the release of a competing employee from his 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, an individual's exercise of re-employment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when it occurs within 180 days of a formally announced RIF in the competitive area.

Section 2. Policy. RIF will be carried out in compliance with Office of Personnel Management regulations.

Section 3. Competitive area. The competitive area for RIF actions will be AED-Narragansett.

Section 4. Notification. The Employer will notify the Union when it is determined that a reduction-in-force is necessary. The Union may negotiate the impact and implementation of such reduction-in-force actions. Prior to the issuance of official notice to the employees involved in a reduction-in-force action, the Employer will notify the Union of the positions anticipated to be abolished, the approximate date when personnel actions will be initially effected, and reasons for the reduction-in-force. The Union agrees not to divulge the contents of the plan until official notice has been issued by the Employer to the employees affected.

Section 5. Bargaining with the Union. When the Union is notified that a RIF is pending, the Union may provide comments to the Employer for consideration. Upon request, in accordance with this Agreement, the Employer will engage in impact and implementation bargaining with the Union, including negotiating appropriate arrangements for employees adversely affected.

Section 6. The Employer commits to take all reasonable steps necessary to insure that employees adversely affected by reduction-in-force are provided advice and assistance to obtain employment and/or repromotion.

ARTICLE 30

FURLOUGH

Section 1. Furlough means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other nondisciplinary reasons.

Section 2. Furloughs shall be conducted in accordance with applicable Laws and Government- wide regulations.

Section 3. The Agency will involve the Union in pre-decisional analysis in developing ways to mitigate the impact of any budget shortfall to avoid furloughs.

Section 4. Furlough notices will be hand-delivered or by a form of delivery where return receipt is requested. When an employee refuses delivery or to acknowledge receipt, the notice period begins on the date of attempted delivery. When the employee is unavailable to accept delivery, the notice period will begin on the date of the second delivery notice.

Section 5. The Employer will advise the Union in writing of any proposed Furlough.

ARTICLE 31

TRANSFER OF FUNCTION

Section 1. The Employer and the Union jointly recognize the desirability of maintaining employment stability. Both also recognize that occasions may arise where adjustments of the work force may be necessary by transfer of function.

Section 2. Transfer of Function means the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in other competitive area (s) affected, or the movement of the competitive area in which the function is performed to another commuting area. The conduct of a transfer of function will be governed by the provisions of 5 CFR Part 351, Subpart C.

Section 3. Before the Employer reaches a final decision in the matter, one or more meetings will be held with the Union as soon as possible to explore alternatives to possible adverse affects resulting from a transfer of function. The Employer will notify the Union prior to informing employees--as soon as practicable--of plans for the transfer of functions and the governing regulations. At that time, Management will advise the Union of the reason for the transfer of function and the names, titles, series, and grades of all employees affected.

Section 4. At the employee's request, the Employer will assist (1) an employee who declines a transfer of function outside the AED competitive area in attempting to locate employment with other Federal agencies within the commuting area, and/or (2) will forward an employee's name to other ORD Laboratories and Offices to be considered for available vacant positions.

Section 5. Affected employees may seek counseling from the Employer on matters, such as, placement opportunities, retirement, and severance pay.

ARTICLE 32

DISCIPLINARY AND ADVERSE ACTIONS

DISCIPLINARY ACTIONS

Section 1. For the purpose of this Article, disciplinary actions may be formal or informal. Formal disciplinary actions are defined as letters of reprimand and suspensions without pay of 14 days or less. Informal disciplinary actions include letters of caution and/or requirement when they are issued for disciplinary reasons to correct an employee. All disciplinary actions are grieveable under the negotiated grievance procedure. Copies of letters of requirement and/or caution that are of a disciplinary nature will not be placed in an employee's official personnel folder.

Section 2. Disciplinary actions taken against Unit employees shall be for just and sufficient cause and will be taken in keeping with applicable laws, statutes, Government-wide regulations, and negotiated agreements. All disciplinary actions must be supported by the evidence.

Section 3. It is the Employer's policy to impose penalties consistent with the severity of the offense and U.S. EPA guidelines for disciplinary actions. Alternative discipline procedures will be considered in lieu of the traditional disciplinary process.

GENERAL PROCEDURES

THE INVESTIGATION

Section 1. Notice to Union. Once the Employer becomes aware of a possible offense for which disciplinary action may be sought, a preaction investigation will be conducted. The purpose of the preaction investigation will be to ascertain the facts underlying the issue at hand and to provide a basis for determining whether or not disciplinary action should be proposed and/or affected. Once the Employer determines that the underlying facts discovered indicate that a workplace offense has occurred and that a specific bargaining unit employee(s) has been targeted, the Union president will be informed that a preaction investigation is underway. The Union president will be provided a general outline of the allegation(s).

Section 2.

A. Notice to Employee. When the Employer conducts an investigatory interview and reasonably believes that as a result of facts discovered prior to the conduct of the interview or as a result of responses to the interview, that disciplinary action may be imposed, the Employer will advise the employee of the situation and provide notice of the right to Union representation to the employee. If representation is requested, the examination of the employee(s) will be delayed for a reasonable time until the union representative can attend the interview. No further questioning will take place until the employee is provided the opportunity to have the representative be present. It is agreed

by the Employer that normally the employee will be apprized of the basis of the interview and the general underlying allegations leading to the interview.

B. Conduct of the Interview. Supervisor will investigate and/or discuss the matter informally and in private with the employee involved and any representative if requested by the employee. Interviews and inquiries will be conducted privately and in such a manner as to minimize any personal embarrassment to the affected employee (s). Further if the Supervisor has reason to counsel or discipline an employee, such will be accomplished privately in a manner that will not publicly embarrass the employee (s). The Employee will also be afforded the right to submit a written statement to become part of the preaction investigation.

C. Witnesses. Employee witnesses who are not the subject of the preaction investigation will be obligated to cooperate in the conduct of the investigation. When such employee witnesses reasonably believe that they may be subject to disciplinary action as an outgrowth of their interview, and representation is requested, the examination of the employee(s) will be delayed for a reasonable time until the union representative can attend the interview.

Section 3. Completion of preaction investigation.

A. It is agreed that within twenty-one (21) calendar days of the completion of the preaction investigation, the Employer will impose or serve upon the employee one of the following:

(1) In the case of an oral admonishment or written reprimand, the disciplinary action itself; or

(2) A notice of proposed adverse action; or

(3) Impose or serve no action based upon the investigatory process in which case the employee will be notified in writing that no action will be imposed.

B. The Employer will notify the employee if a delay beyond twenty-one (21) calendar days is anticipated. The notification will include that disciplinary action is being considered, the reason (s) for considering taking action, and the projected date that the employee will be informed of whether or not action will be proposed.

SPECIFIC PROCEDURES

INFORMAL

Oral admonishment, letters of caution and/or requirement. With respect to oral admonishments, letters of caution and/or requirement the Employer will inform the employee of the reasons for the admonishment and the facts that led the Employer to the conclusion that such action was warranted.

The employee may subsequently file an informal grievance within thirty (30) working days of receipt of the action in accordance with the negotiated grievance procedure.

FORMAL

Section 1. Letter of reprimand**.** A letter of reprimand will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his/her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of up to two (2) years.

Section 2. Suspensions of 14 days or less**:** The employee is entitled to:

A. At least fifteen (15) days advanced written notice stating the specific reasons for the proposed suspension;

B. A reasonable time, not less than ten (10) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

C. Be represented by a NAGE representative, an attorney or other representative;

D. A written decision and the specific reasons therefore, at the earliest practicable date; and

E. Grieve the decision, if adverse and once affected, through the negotiated grievance procedure contained in Article 33. The written decision will advise the employee of this right.

F. Within a reasonable time following either the employee's response or expiration of the time limits set forth above, the Employer will issue a written decision in the matter or provide a date when a decision will be rendered.

G. The employee may contest the decision utilizing the negotiated grievance procedure within thirty (30) days of the effective date of the suspension.

Section 3. Notice of proposed actions and notices of final decisions.

A. Two copies of Notices of Proposed Action and Notices of Final Decision will be given to an affected employee (s). The additional copy is provided for the employee to give to the Union, if desired. Notices of proposed adverse action will also notify the employee of their right to representation in the process. Additionally, such notices will advise the employee (s) of their right to reply and in what form, and of their right to submit additional documents, and/or material facts as part of their reply. All notices will advise the employee of their rights as appropriate.

B. Extensions to the specified time limits for making a reply shall normally be requested in writing within the prescribed time limits for replying to the Notice of Proposed

Action. These extensions will be granted if requested by an employee or designated representative for valid reason(s). Included among possible reasons for extension are:

(1) Workload and availability of Union representative;

(1) Illness and accidents;

(2) Death in family;

(3) Jury duty.

C. The decision to take action must be based solely on matters stated in the proposed notice.

ADVERSE ACTIONS

SUSPENSIONS OF MORE THAN 14 DAYS , REDUCTIONS IN GRADE AND REMOVALS

GENERAL As defined in 5 U.S.C. 7512, adverse actions are removal, suspension for more than 14 days, reduction in grade or pay, or furlough for 30 days or less. Employees, against whom adverse actions are taken, will be informed of their right to appeal such actions in keeping with the appellate provisions of 5 U.S.C. 7701.

PROCEDURES

Section 1. For removal, suspension for more than fourteen (14) days, furlough without pay for thirty (30) days or less, or reduction in pay or grade, an employee is entitled to:

A. At least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment of one year or more may be imposed, stating the specific reason for the proposed action;

B. A reasonable time, not less than fourteen (14) days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer, except where the crime provision has been invoked;

C. Be represented by a Union representative, an attorney or other representative;

D. Within a reasonable time following either the employee's response or expiration of the time limits set forth above, whichever occurs last, the Employer will issue a written decision in the matter. Such decision will:

(1) Specify the charges found sustained by the Employer and which charges not sustained.

(2) A discussion of any mitigating/aggravating factors and the consideration given thereof in the decision; and

(3) The effective date of the imposed action and/or if no action is to be taken then a statement that the action is canceled

(4) The time limits and procedures for filing an appeal or grievance

Section 2. A duplicate of the Notice of Proposed Action and/or decision will be furnished to the employee. The employee may provide the extra copy to his/her representative.

Section 3. This section does not apply to emergency suspensions or removals where the retention of the employee in an active duty status may be injurious to the employee, his/her fellow workers, or the general public; may result in damage to Government property; or because of the nature of the employee's offense may reflect unfavorably on the public perception of the Federal Service. In such cases, actions will be taken consistent with applicable law, statute, or code. Nonetheless, the employee will be entitled to appeal the action under the appropriate statutory appeal procedure or in accordance with this Negotiated Grievance Procedure.

OTHER

Section 1. If an employee is the subject of an action and the employee files for disability retirement, and the disability retirement is subsequently approved by OPM, then the effective date of the disability retirement is the last day that the employee was in a pay status and thus would invalidate the employee's removal since the retirement would become effective before the removal.

Section 2. Prior to initiating an action against an employee, the supervisor should consider the resources of the Employee Assistance Program (EAP). These resources must be made available to any employee prior to implementing a final action, however, the referral to the EAP will not be a basis for the Employer to forego the disciplinary action process.

Section 3. Records of Disciplinary Action

A. Letters of Reprimand will be removed no later that two years afer the date of issuance.

B. Disciplinary/Adverse actions that are determined to be invalid as a result of third party review and/or a settlement will be purged from the employee's OPF and other relevant records per the applicable laws and/or provisions of the settlement agreement.

Section 4. GRIEVANCES AND APPEALS. Employees against whom disciplinary/adverse action is affected may contest/appeal the action imposed through the appropriate negotiated grievance procedure outlined in Article 33 and/or through the MSPB process.

ARTICLE 33

GRIEVANCE PROCEDURE

Section 1. This Article constitutes the negotiated procedure available to the Employer, the Union, and employees of the Bargaining Unit for resolution of grievances subject to the control of the Employer. This Article is applicable to any matter involving the interpretation, application, or violation of the Agreement, or any matter involving working conditions, or any matter involving the interpretation and application of law, Government-wide statute, or code. The Grievance Procedure does not apply to the following:

A. Any claimed violation of Subchapter III of Chapter 73 of 5 USC 71 (relating to prohibited political activities);

B. Retirement, life insurance, or health insurance;

C. A suspension or removal under Section 7532 of 5 USC 71 (national security reasons);

D. Any examination, certification, or appointment; or

E. The classification of any position that does not result in the reduction in grade or pay of an employee.

F. The termination of probationary employees, under subpart 315 of 5 CFR

G. The adoption or non-adoption of a suggestion or the receipt or non-receipt of a discretionary award, honor award, or quality step increase.

H. Matters appealable to the Merit System Protection Board (MSPB) and Office of Special Counsel except as in section 2(D) below.

I. Formal Equal Employment Opportunity (EEO) complaints.

J. The content of performance standards and determination of critical elements except that the application of those critical elements and performance standards resulting in a rating may be grieved.

K. Non-selection from a group of properly ranked and certified candidates.

L. Proposed actions which are not final.

M. The content of published government-wide regulations and AED negotiated agreement or policy.

N. Grievances of non-unit employees.

O. Fair Labor Standards Act (FLSA) determinations.

Section 2. Election procedure in cases of dual coverage.

A. In cases where either a grievance or statutory appeals process may be used to contest a personnel action, only one process may be used. An employee shall be deemed to have exercised his or her option to raise a matter either under the applicable appellate procedure or under the Negotiated Grievance Procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedure or under the Negotiated Grievance Procedure, whichever event occurs first.

B. An aggrieved employee affected by an alleged prohibited personnel practice under Section 2302 (b) (1) of CSRA that elects to file a negotiated grievance may have the final decision on the grievance reviewed by the Merit Systems Protection Board relevant to those issues associated with the alleged prohibited personnel practices.

C. Matters covered under Sections 4303 (removals and reduction-in-force for unsatisfactory performance) and 7512 (removals, suspensions for more than fourteen (14) days, reduction-in-grade or pay, and furloughs for thirty (30) days or less) of the CSRA that also fall within the coverage of the negotiated grievance procedure may, at the discretion of the aggrieved employee, be raised either under the appellate procedure or under the Negotiated Grievance Procedure, but not both.

D. The parties agree that for the purposes of this article, in situations where an action taken is appealable to the MSPB or other forum, the Union may file a formal one step grievance to be decided by the Division Director, and then if not resolved, to be able to file the applicable appeal.

Section 3. Negotiated grievance-general information.

A. The union is the exclusive bargaining unit representative and unit employees may not advance a grievance without union involvement. Only the union can initiate a formal grievance.

B. A grievance under this Article must be initiated by the Union on behalf of an employee or group of employees. In addition, the Union may initiate a grievance when it believes that rights assured it under the terms of this agreement have been denied. Seemingly identical grievances on behalf of two or more employees may be considered as a single

grievance if all parties concur. A decision on such grievances applies to all employees in the group and each is given a copy of the decision. An employee may withdraw from a group grievance, in writing, at any time before a decision is rendered; however, the same or a substantially similar grievance may not then be reinitiated based on the same occurrence.

C. This procedure will be the only procedure available to bargaining unit employees for the processing and final disposition of grievances relating to the terms of this agreement.

D. New issues may not be raised by either party unless they have been raised at Step 1 of the formal grievance procedure; however, the parties may mutually agree to join new issues to a grievance at any step of the process.

E. The parties may mutually agree to waive any step in this procedure.

F. The grievant may terminate a grievance by written notification to both parties.

G. Evidence that is relevant to the resolution of a grievance may be introduced at any stage of the processing up to and including Step 2 of the formal procedures.

Section 4. Grievability arbitration determinations. The Employer agrees to furnish the Union a final written decision concerning the nongrievability or nonarbitrability of a grievance, within the time limits provided for the written decision in Step 2 of this procedure. All disputes of grievability or arbitrability will be referred to an arbitrator as a threshold issue of the grievance in accordance with Article on Arbitration. If the arbitration determines that the issue is arbitrable, the arbitrator will hear the merits of the grievance.

Section 5. Extension of time limits. Time limits in this Article may be extended by mutual agreement of the Employer and the Union. If the Employer fails to respond or meet within the prescribed time limits the grievance may be elevated to the next step. Failure of the Union to meet the prescribed time limits without good cause terminates further consideration of the grievance.

Section 6. Protection from reprisal. The Employer and the Union agree that every effort will be made by the Employer and the aggrieved to settle grievances at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

Section 7. Procedures for employee grievances. It is recognized that it is in the interest of the Employer and employees to resolve complaints in informal discussions prior to the initiation of formal grievance proceedings. This is consistent with the conviction of both parties that it is most efficient

and least disruptive to the mission to resolve problems as close to their source as possible. Thus, the employee is encouraged to first try to resolve any complaints with his or her immediate supervisor. He or she may discuss the complaint with a Union representative on duty time. No grievance will be entertained for an incident which occurred more than thirty (30) work days prior.

All formal grievances will be submitted on the NAGE Grievance Complaint Form.
The following procedure will be exclusively used for the submission of grievances to the Employer under this Article:

A. Step 1. In the event of complaint or grievance from an Employee within the Unit, the matter shall first be presented to the immediate supervisor by the aggrieved employee and their steward or selected Union representative. The supervisor must reply within seven (7) working days.

B. Step 2. If the written decision at the supervisory level is unacceptable to the employee, the employee and Union shall within ten (10) working days of the decision in Step 1 present the written grievance to the Division Director. The written grievance will include all aspects of the complaint, setting forth the grievance in detail including the remedial action requested. It will also specify informal action taken to reach a settlement. The Division Director will give a written decision to the parties within ten (10) working days.

C. Step 3. If the matter is still unresolved, both parties will employ the services of a qualified facilitator to explore interest based problem solving techniques where practical. The parties may elect to utilize mediation in lieu of the facilitator but in any event the facilitation process will start within 15 workdays of the 2nd step decision. The parties agree to a full and fair consideration of the issues and a good faith effort by the parties to resolve the grievance. However after such consideration, either party may notify the other that further consideration is not warranted. At that point the union may proceed to arbitration.

ARTICLE 34

FACILITATION-MEDIATION-ARBITRATION

FACILITATION

Section 1. The Parties agree that grievance facilitation is one option for step 3 of the contractual grievance procedure. Contractual time limits shall be waived or extended to permit grievances to proceed to arbitration should facilitation be unsuccessful.

Section 2. Proceedings before the facilitator will be informal and are confidential. Rules of evidence will not apply. No record of the meetings will be made. The facilitator's notes are confidential and content will not be revealed.

Section 3. Any materials presented to the facilitator will be returned to the Party presenting the materials at the termination of the facilitation conference. At that time the facilitator will destroy any notes he/she made during the proceedings.

MEDIATION

Section 1. The parties agree that mediation may be an effective method of resolving grievances by using the services of an objective third party to help the parties gain mutually acceptable grievance resolutions.

Section 2. Mediation may be used in grievances which have not been resolved at any step of the grievance procedure set forth in the Agreement between USEPA and NAGE, providing each step was timely invoked. Mediators will be sought from the Federal Mediation and Conciliation Service (FMCS), providing there are no fees charged for this service.

Section 3. Grievance mediation may be utilized in a grievance so long as:

A. The parties mutually request the mediation within ten (10) work days after the Step 2 decision;

B. Grievance mediation is completed within thirty (30) calendar days of its timely request;

C. The area of dispute is one where mediators are available.

Section 4. The Parties agree that grievance mediation is one option for step 3 of the contractual grievance procedure. Contractual time limits shall be waived or extended to permit grievances to proceed to arbitration should mediation be unsuccessful.

Section 5. All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process. The grievant is entitled to be present at the grievance mediation conference.

Section 6. Proceedings before the mediator will be informal and are confidential. Rules of evidence will not apply. No record of the meetings will be made. The mediator's notes are confidential and content will not be revealed.

Section 7. The Parties will present a brief statement to the mediator stating the facts, the issue, and providing arguments in support of their positions at the beginning of the mediation conference.

Section 8. While the mediator will have no authority to impose a resolution of the grievance, either or both Parties may request that the mediator suggest a resolution. The mediator will have the authority to meet separately with either Party.

Section 9. If either Party does not accept the suggested resolution, the matter may then proceed to the Arbitration process in accordance with the Agreement. Any arbitration proceeding will be held as if grievance mediation had not occurred. Nothing said or done by the Parties or the mediator during the grievance mediation session may be used or referred to during subsequent Steps or with the formal Grievance Procedure arbitration proceedings. In addition, the mediator cannot be called to testify in any subsequent proceeding.

Section 10. Any materials presented to the mediator will be returned to the Party presenting the materials at the termination of the mediation conference. At that time the mediator will destroy any notes he/she made during the proceedings.

ARBITRATION

Section 1. When a matter pursued through the Negotiated Grievance Procedure is not satisfactorily resolved, the grievance may be referred to arbitration upon written request of the Employer or the Union. The request to invoke arbitration must be submitted within ten (10) workdays of receipt of the step 3 decision. The arbitration hearing shall be held during the regular day shift work hours, Monday through Friday. Participants in the hearing shall be in a duty status if they would otherwise be in a duty status. The arbitrator will be requested by the parties to render his award as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties agree otherwise. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Council under regulations prescribed by the Council. Arbitration costs shall be shared equally by the parties.

Section 2. Within the ten (10) workday limit, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of 7 arbitrators and will deliver a copy of the request to

the other party. The parties will alternate payment of the FMCS fee. Representatives of the parties will confer within ten (10) workdays of receipt of the list of arbitrators to select one to hear the grievance. The parties can mutually agree to an arbitrator either off or on the list. One party will strike a name from the list and then the other party will strike a name. This process will be repeated until there is but one name left, that of the person who will be requested to arbitrate the matter. A flip of a coin will decide which party strikes first. If the arbitrator selected identifies or facts become known that would pose a conflict of interest for either party, then that party may disavow the selection, and incur the cost for a new list of potential arbitrators.

Section 3. Upon mutual agreement of the parties, a transcript will be made of the hearing and costs borne equally. A copy will be furnished to the arbitrator, and each party will be furnished a copy. Any additional copies will be paid for by the requesting party. If only one party desires a transcript, the cost of a transcript will be borne by the requesting Party.

Section 4. The cost of the arbitrator' s fees and expenses will be split equally by the parties, except for any services requested exclusively by one party.

Section 5. Arbitration hearings will normally be held on the Employer's premises during the regularly scheduled workweek. Employees in a duty status that have a relevant role in the proceedings will be excused from duty for the time necessary to participate in the hearing without loss of pay or charge to leave.

Section 6. The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure. The arbitrator will not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

Section 7. The arbitrator's decision will be final and binding, except that either party may appeal the decision and award in accordance with Statute.

Section 8. Time limits in this Article may be extended by mutual agreement of the parties.

ARTICLE 35

STANDARD OPERATING PROCEDURES

Section 1. The parties acknowledge that the Employer has a need to establish standard operating procedures (SOPs) to describe work processes and policies of the Laboratory. Both parties recognize existing SOPs.

Section 2. All SOPs will be posted by the Employer on the Intranet website. All AED employees will be notified when a new SOP has been added or when changes have been made to an existing SOP.

Section 3. As part of their official charge, the AED Labor Management Partnership Council will have the responsibility to review, update, rewrite, create or rescind SOPs for AED for incorporation into an all inclusive AED SOP Manual. As with other matters considered by the Partnership Council, if consensus can not be reached on any matter concerning a particular SOP or SOPs in general, the matter will then go to negotiation. The parties may call upon legal counsel, the HRMD or other government personnel for advice in developing SOPs.

ARTICLE 36

TRAVEL

Section 1. Employees shall not be required to travel except under the conditions and procedures prescribed by laws, government-wide regulations or the provisions of this agreement. Through proper scheduling and administrative planning, the Agency would like to schedule the time to be spent by an employee in a travel status away from their official duty stations in such a way as to preclude the employee from being required to travel during their non-duty time, unless the employee desires otherwise, however, the parties recognize that this is not always possible.

Section 2. Employees required by the Employer to travel shall receive applicable per diem or subsistence expenses and other allowable travel expenses authorized pursuant to Laws and Government-wide regulations.

Section 3. Travelers will be provided access to all governing travel regulations and procedures including negotiated agreements.

Section 4. To the maximum extent practicable, time spent in travel status away from the employee's official duty station will be scheduled by the Employer within normal working hours. Where it is necessary that travel be performed during non-duty hours, the employee will be paid overtime when such travel constitutes hours of work under applicable laws and regulations, including the Fair Labor Standards Act. Normally, employees will not be required to travel without a signed travel authorization. A supervisor can officially approve in advance a traveler's request to receive compensatory time for portable work performed during hours of travel outside their normal work schedule.

Section 5. Where possible, prior to the date of departure, employees will be afforded an opportunity for a travel advance, as authorized by the travel authorization. However, employees issued government travel charge cards shall use the travel cards to obtain cash advances and for payment of all official travel expenses to the maximum extent possible. When short-notice travel is ordered, the traveler may request an advance from an imprest fund cashier or Government credit card if appropriate.

Section 6. Performance of travel is assignment of work and when directed must be performed. Whenever practical, travel should be scheduled during normal duty hours. To the extent that scheduling of travel during normal duty hours is not practicable, an employee's refusal to travel on non-duty hours to perform temporary duty could be cause for the initiation of disciplinary action. The Employer must provide the employee with a written explanation of the reasons for ordering travel during non-duty hours, if requested by the employee.

Section 7. Rest stops and use of annual leave for international travel will be permitted in accordance with the negotiated ORD policy.

Section 8. Employees may request the use of annual leave in conjunction with official travel. However, if the use of annual leave is granted in conjunction with travel, reimbursement for expenses shall be based only on such charges as would have been incurred had the travel not been interrupted by annual leave.

ARTICLE 37

RELIGIOUS COMPENSATORY TIME

Section 1. Pursuant to Public Law 95-390, enacted September 29, 1978, the parties agree to permit those employees whose personal religious beliefs require abstention from work during certain periods of time to elect to work compensatory hours for the time lost for meeting those religious requirements.

Section 2. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency's mission, the Agency shall in each instance afford the employee the opportunity to work compensatory time and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when an employee's personal religious beliefs require that the employee abstain from work during certain periods of time.

Section 3. The employee may work such compensatory time before or after the grant of compensatory time off. A grant of advanced compensatory time off must be repaid within 1 calendar year of the date of advance.

Section 4. Compensatory overtime shall be credited to an employee on an hour for hour basis or authorized fractions thereof. Premium pay provisions for overtime work do not apply to compensatory time for religious purposes.

Section 5. The 80 hour limit in effect for regular compensatory time shall not apply to religious compensatory time, but rather the limit will be determined by the supervisor and/or Division Director relative to the workload of the employee. In the case of a denial, a supervisor should provide the employee with a written explanation of workload-related reasons for the denial.

ARTICLE 38

MERIT PROMOTION

Section 1. General. It is agreed that the Employer will strive to utilize the skills and abilities of bargaining unit employees to the maximum extent feasible consistent with merit principles and applicable laws, statute, or code. All actions under this Article will be made without regard to race, color, religion, sex, national origins, age, physical or mental handicap, or disability as required by applicable law, statute, or code. Merit Promotion will be governed by the provisions of this article, and applicable laws and regulations.

Section 2. Scope and coverage of article. This Article applies to positions within the bargaining unit that are filled by merit promotion procedures. It is acknowledged that the Employer may choose from any source and that nothing in this agreement can abridge that right.

Section 3. Policy. It is the inherent responsibility of managers to seek the best qualified individuals available for each position. To this end, merit promotion is but one means of filling a vacancy. In the exercise of this responsibility and through an assessment of the needs of the organization, managers may elect to fill positions by recruitment alternatives other than merit promotion. Recruitment alternatives include obtaining eligibles by reassignment, change to lower grade, transfers from other agencies, reinstatement, Office of Personnel Management (OPM) registers, EPA delegated examining registers, direct-hire eligibles, appointment of persons with disabilities, veterans readjustment appointments (including disabled veterans who have compensable service connected disability of 30% or more), employees granted priority consideration for placement and re-employment priority list registrants. In all cases, selections should be predicated upon management's needs, as well as the productivity and total objectives of the organization, including affirmative action and equal opportunity goals.

Section 4. When competition is required. Competition is required in the following circumstances:

A. Promotion or transfer to a higher grade (Except (1) unless previously held at that grade in a permanent status, (2) career ladder (3) and/or job accretion)

B. Temporary promotion for more than 120 days, except as provided in section 4(a) above. Any prior details to higher graded positions or temporary promotions during the preceding 12 months (whether competitive or non-competitive) must be included when calculating the number of days;

C. Term promotion;

D. Selection for detail for more than 120 days to a higher graded position or to a position with known promotion potential;

E. Selection for training which is part of an authorized training agreement, part of a promotion program or required before an employee may be considered for a promotion.

Section 5. Vacancy Announcement.

A. Informal. In an attempt to gauge the interest and available resources for AED vacant positions, the Employer will, prior to regional or national vacancy announcements, notify the AED workforce by posting an e-mail of the intention to fill a vacancy and solicit interest from AED personnel regarding the vacant position. Employees will be asked to identify their interest in the vacant position by notification to their Branch Supervisor. This interest solicitation will be for a period of seven days. Following the completion of this seven (7) day period, the Employer will be able to determine if there appears to be a sufficient number of local AED candidates available to limit the area of consideration to only in-house candidates.

B. Formal. Following the completion of the seven (7) day informal process outlined above, the Employer will determine the recruitment sources and area of consideration for announcements of bargaining unit positions. All announcements of unit vacancies will be posted on official bulletin boards at AED and publicized on the AED Intranet for a minimum period of 14 calendar days. AED vacancy announcements may be accessed on the HRMD Internet website. The local Union will be provided one (1) copy of each such announcement by Employer. Division Employees who apply for AED vacancies will be apprized of the status of their application by the normal procedures of the servicing HRMD. Those processes are:

(1) Employees are notified upon receipt by HRMD of their application

(2) Employees are notified of the results of their application process.

Section 6. Content of vacancy announcement. Vacancy announcements will provide a summary statement of duties. If a vacancy is announced as a temporary promotion/appointment or term appointment and does not state that it may become permanent, it will be re-announced prior to being filled permanently. The qualification requirements and selective placement factors, if any, for vacancies to be filled competitively will be relevant to the position.

Section 7. Noncompetitive/competitive procedures. Except where otherwise governed by the terms of this Agreement, noncompetitive promotions will be accomplished in accordance with law, government-wide statute, and code. Competitive promotions will be made from application of evaluation factors such as training and experience, supervisory appraisals of employee performance, and other appropriate factors. In the interest of obtaining the largest pool of applicants, including

women and minorities, the Employer may, if circumstances warrant, and if possible, recruit for the position at a lower grade than the target grade.

Section 8. Area of consideration (AOC). That area in which the Employer makes an intensive search for eligible promotion candidates in a specific competitive promotion action in the area of consideration (AOC). The minimum area of consideration for permanent merit promotion actions involving positions in the bargaining unit will be as follows:

A. The minimum area of consideration will consist of all employees of the Atlantic Ecology Division.

B. The Employer agrees to consider employees of the bargaining unit who have applied for the position advertised and who have been referred for selection.

Section 9. Expansion of area of consideration . At the discretion of the Employer, the AOC may be expanded to whatever area is considered necessary to be able to provide a pool of qualified candidates.

Section 10. Notification of receipt of application. Employees will receive confirmation of application receipt and notification of results from HRMD per normal HRMD procedures.

Section 11. Interviews. Interviews in making selections are not mandatory. Additionally, interviews are not necessary for each certificate received for consideration. If the Employer elects to conduct interviews of candidates from one certificate, then all available candidates certified to the selecting Employer official on that particular certificate, and within reach for selection, shall be interviewed. Interviews may be conducted either in-person or over the telephone. If a candidate is unavailable for an interview, the selecting Employer official will consider the candidate by review of the application. If the Employer elects not to conduct interviews, then selection will be made without any interviews.

Section 12. Notification of selection/nonselection. When a selection is made, the selecting official will notify HRMD of the selection and comply with all procedural steps to document the process. If requested by a nonselected employee, the selecting official will explain his/her reasons for nonselection to the requesting employee.

Section 13. Access to promotion information. Employees or their designated union representative may request the following information concerning specific promotion actions in which they are individually affected. This information will be made available to the employee and his or her Union representative upon request to HRMD

A. Whether the Employee was considered for promotion to a specific position, and if so, whether the employee was found eligible for the position on the basis of minimum qualification standards and other evaluation factors, if appropriate.

B. Whether the employee was among the qualified candidates referred on the promotion certificate; if not, the highest progression level reached by the employee in the screening process, if applicable.

C. Who was selected for the vacant position in question.

Section 14. The Employer will provide the Union, on a monthly basis, a listing of those employees selected for promotion. The listing will show the employee's name, organization, position title, series and grade, how the position was filled (competitive or noncompetitive), and the effective date of the action.

Section 15. Noncompetitive promotion - *career ladders*. The Employer will consider establishing Career Ladder positions. Career ladder positions provide a method for advancement with an employee, by providing a graduated procedure for professional development and career progression. At the time an employee is placed in a career ladder position, the employer will provide:

A. A position description for the target grade and a statement of any differences between the target grade and intervening grades in the career ladder.

B. Notice to the Employee that advancement to the next grade level is not automatic and is contingent on whether the Employee has demonstrated to the satisfaction of the Employer that he/she is ready to be promoted to the next level.

Section 16. Career ladder advancement. Career advancement is the intent and expectation of an Employee in a career ladder position. While promotions within career ladders are neither automatic nor mandatory, they should be made when the employees performance demonstrates ability to assume and perform in an acceptable manner the duties at the next higher level and as long as other requirements of Laws and Government-wide regulations are met, such as listed below. The Employer, when determining whether a career ladder promotion should be made should affirmatively determine that the following conditions have been met:

A. The individual has demonstrated the ability to perform at the next higher level

B. Budget considerations permit .

C. Time-in-grade and qualification requirements are met;

D. Their most recent performance rating is successful

Section 17. Procedures for processing career ladder and accretion promotion packages.

A. For positions of GS-13 and below, supervisors will nominate an employee for a career ladder/ job accretion promotion by providing the following package of information to the Division Director: Note: For those employees in the immediate office of the

Division Director, the Division Director will serve as the nominating and approving official.

(1) Current position description

(2) New position description
(3) Supervisor's assessment of the employee's ability to perform at the higher grade

(4) SF-52 prepared in cooperation with the AED satellite HR office

(5) Any additional information such as papers, reports, certificates, awards etc that will assist in the evaluation of the employee

B. The Division Director will review and act upon the promotion packages nominating employees within 10 working days from the date of receipt from the supervisor. The Division Director may confer with the supervisor or of the immediate office others when appropriate in order to provide a sound basis for acting on recommendations for promotion.

C. Nominees will be notified by their supervisor when a promotion package is submitted to the Division Director. They will also be notified by their supervisor in writing of the action taken by the Division Director including any rationale if an action is disapproved.

D. Promotion packages will be tracked by the HR representative in the AED satellite office to assure timely processing and to provide the employee and supervisor current information on its status.

HRMD will normally take action to make a promotion effective not later than the end of the pay period following receipt of the request for personnel action from the Employer, if all other conditions for promotion are met. However, if there is a pending within-grade-increase, the promotion may be delayed until the WIGI is effected at the employee's discretion, which will entitle the employee to a higher step when the promotion is finally processed.

Section 18. Grievances and Appeals.

A. If an employee has a question or complaint concerning a specific promotion action that cannot be satisfactorily resolved by the Division or HRMD personnel, the employee may file a formal grievance using the negotiated grievance procedure contained in Article 33. However, failure to be selected for promotion when proper promotion procedures are used, or an action required to be taken under provisions of government-wide statute or OPM regulations is not a basis for a formal complaint.

B. Employees may always appeal the classification or grade of their position through the Agency desk audit/classification appeals process or the Office of Personnel Management's Classification Appeals process.

ARTICLE 39

DISTRIBUTION

Section 1. The Employer will furnish copies of this Agreement and any amendments or supplements to all supervisors. An electronic copy on diskette and ten (10) extra paper copies will be furnished to the Union. The final contract with a hyper-linked Table of Contents will be placed upon the AED-Narragansett Intranet web site to provide access for all bargaining unit employees.

Section 2. While the Agreement is being final printed, a draft copy will be available in the Library.

Section 3. The Agreement will be printed on Standard 8 ½ by 11 inch paper.

Section 4. As one of its first functions, the AED-Narragansett Partnership Council will conduct an orientation session and question period on the Agreement for bargaining unit employees during regular working hours.

ARTICLE 40

DURATION AND AMENDMENTS

Section 1. This Agreement will remain in full force and effect for a period of three (3) years from the date of approval. This Agreement will be renewed automatically for additional periods of one (1) year unless either Party gives written notice of its desire to amend, renegotiate, or terminate the Agreement.

Section 2. Should one of the parties choose not to extend the Agreement but rather renegotiate a new agreement, the following will apply:

A. Between 105 and 60 days prior to the scheduled expiration date of this Agreement, the party wishing to renegotiate the Agreement (moving party) will inform the other party in writing of its desire to do so.

B. Within 45 calendar days of the submission of this request, the moving party will provide a hard copy of relevant articles (with all changes or new sections clearly marked) and an electronic copy of its proposed new contract (with all changes or new sections clearly marked) to the other party. If this deadline is not met by the moving party the original contract automatically reverts to its annual renewal cycle, unless agreed otherwise by mutual consent of the parties.

C. The party receiving the request to renegotiate will submit a counter proposal(s) to the moving party within 45 work days of the receipt of the moving party's proposals.

Section 3. The parties may reopen the specific articles of the Agreement at any time to amend when required by changes in Laws or Government-wide regulation. Before reopening, the party wishing to reopen will submit to the other party at least forty-five (45) calendar days prior to the desired reopening date, an agenda stating the reasons for reopening and the changes that are desired. Changes to the contract required by law will be limited to those articles affected by the revised law and or government wide regulation.

Section 4. The parties may reopen specific articles of the Agreement at any time by mutual consent.

Section 5. This Agreement will remain in full force and effect during the renegotiation or reopening of the said Agreement and until such time as a new agreement is reviewed, approved and becomes effective.

Section 6. The agreement can be amended by appending a Memorandum of Understanding that has been mutually agreed to through either partnership or traditional bargaining.