



Bureau of Engraving and Printing and  
NTEU Chapter 201

# 2019 Collective Bargaining Agreement

Effective November 6, 2019



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## **PREAMBLE**

In consideration of the mutual covenants herein set forth, the parties hereto, intending to be bound hereby, agree as follows:

WHEREAS the Congress of the United States finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business and facilitates and encourages the amicable settlement of disputes between employees and their Employers concerning conditions of employment; and whereas the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the government, therefore, it is resolved that labor organizations and collective bargaining in the Federal Service are in the public interest.

THEREFORE, this Agreement is made and entered into by and between the Bureau of Engraving and Printing, hereinafter referred to as "the Employer", and the National Treasury Employees Union, hereinafter referred to as "the Union."

## **ARTICLE 1**

### **PRECEDENCE OF LAWS AND REGULATIONS**

#### **SECTION 1. Administration of the Agreement**

(a) In the administration of all matters covered by this agreement, all management officials and bargaining unit employees are governed by existing Government-wide and Treasury Department rules or regulations in effect upon the effective date of the Agreement.

(b) In any conflict between the terms of this Agreement and any provisions of Bureau policies, regardless of date of issuance, the terms of the Agreement will govern.

#### **SECTION 2. Invalidation of Provision(s)**

Should any provision(s) of this Agreement contained herein be rendered or declared invalid by reason of any of the contingencies referred to in Section 1 of this Article, such invalidation of such provision(s) of this Agreement shall not invalidate those unaffected provision(s) contained in this Agreement and they shall remain in full force and effect. Invalidation of any provision(s) of this Agreement will permit either party to reopen negotiations over the invalidated provision topic.

**ARTICLE 2**  
**RECOGNITION**

**SECTION 1. Coverage**

The Unit to which this Agreement is applicable is composed of all General Schedule non-supervisory employees of the Bureau of Engraving and Printing as certified by the Area Director of the Labor Management Services Division on May 25, 1977.

**SECTION 2. Exclusions**

(a) The following employees are excluded from the Unit covered by this Agreement in accordance with 5 U.S.C., § 7103 and § 7112:

1. Any management official or supervisor;
2. A confidential employee;
3. An employee engaged in personnel work in other than a purely clerical capacity;
4. An employee engaged in administering the provisions of this chapter;
5. Professional employees, unless a majority of the professional employees vote for inclusion in the unit;
6. Any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
7. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.
8. Any employee who is engaged in administering any provision of law relating to labor-management relations may not be represented by a labor organization—
  - a. which represents other individuals to whom such provision applies;  
or
  - b. which is affiliated directly or indirectly with an organization which represents other individuals to whom such provision applies.

(b) In addition to the employees listed above, all police officers are excluded from the Unit.

(c) Temporary employees of one (1) year or less and students participating in the Student Internship Program under the Pathways Program are also excluded. This exclusion is not intended to cover employees on term appointments.

## **ARTICLE 3**

### **EMPLOYEE RIGHTS**

#### **SECTION 1. Personal Rights**

The Employer and the Union will recognize and respect the dignity of employees in the formulation and implementation of personnel policies and practices and conditions of employment.

#### **SECTION 2. Statutory Rights**

Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in the Federal Service Labor-Management Relations Statute (hereinafter "FSLMRS") (Chapter 71 of Title 5 of the U.S. Code) and in this Agreement such rights include the right to act for a labor organization in the capacity of representative and the right, in that capacity to present views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

#### **SECTION 3. Representational Rights**

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

#### **SECTION 4. Work-related Rights**

(a) In the event of a difference in opinion regarding work assignments or procedures between an employee and a supervisor, the employee shall comply with the decisions or instructions of the supervisor and remain accountable for his/her own performance. The supervisor shall assume full responsibility for his/her own decisions or instructions.

(b) When an employee is ordered by a supervisor to perform an action which the employee reasonably believes would require him/her to violate a law, the employee may provide the supervisor a written statement of objection to the order setting forth the reasons for the objection and/or orally inform the supervisor of the concern. None of these actions must interfere with the employee's performance of any lawful order. Failure to carry out a lawful order may result in disciplinary action.

(c) An employee may refuse work in an imminent danger situation subject to the provisions of Article 23, Section 3 of this Agreement.

#### **SECTION 5. Privacy Rights**

The Employer shall be concerned with employees' off-duty conduct only to the extent that such conduct bears a relationship -- or nexus -- to the employee's performance of

his/her official duties, or otherwise impairs the efficiency of the service. The Union maintains the right to bargain consistent with law and/or regulation the impact and implementation of a change in Bureau restrictions on reporting requirements pertaining to employees' off-duty conduct. Bargaining unit members must continue to abide by requirements applicable to all Bureau employees (such as arrest reporting requirements, and the requirement to seek permission prior to engaging in outside employment) in order to enable the Bureau to make a determination whether off-duty conduct meets the requirements stated above.

## **SECTION 6. Investigatory Rights**

- (a) Employees have the right to be represented by the Union at any examination of the employee by a representative of the Employer in connection with an investigation if:
  - (1) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
  - (2) the employee requests representation
- (b) Prior to beginning the examination of the employee who is the subject of the investigation, the employee will be advised in writing by the appropriate BEP forms of his/her right to union representation (Weingarten Rights) and whether the general nature of the interview is administrative or criminal in nature. The employee will sign and date these forms after they have been reviewed as will the Employer's investigator.
- (c) Once the employee requests union representation, s/he will be given a reasonable amount of time to secure such representation before the examination proceeds.
- (d) The Employer may not begin the examination and compel answers to questions involving possible criminal activities unless the employee has been provided the appropriate BEP form containing their Miranda, Beckwith, Garrity, or Kalkines Rights. The employee will sign and date these forms after they have been reviewed as will the Employer's investigator.
- (e) In the event that the examination or questioning of an employee is required because of exigent circumstances, then the above rights may only be provided orally. Once such exigent circumstance has passed, the appropriate form will be used for continued examination of the employee.

## **SECTION 7. Property Rights**

When the Employer exercises its legal right to search an employee's possessions at the worksite in a non-criminal matter, and/or in conjunction with a non-criminal investigation, the employee will be allowed to be present during the search unless waiting for the employee's presence would impede the purpose for which the search is conducted. The employee shall be advised of his/her right to be represented by the Union during the search, provided that the supplying of such representation by the Union shall not unduly delay the search or impede the purpose for which the search is conducted. If advance

notification is not possible, the Employer will timely follow-up in writing with the employee notifying him/her that the Employer searched his/her non-electronic material, and will identify any files or materials that were removed, unless such identification would impede the purpose for which the search is conducted. This section does not apply to routine screenings upon entering and exiting BEP facilities and property.

**SECTION 8. Right to Meet and Confer with Union Official**

Employees are allowed a reasonable amount of time to meet with a Union representative. The Employee must make a request to his/her supervisor to leave the work area to include the length of the absence. The employee is only required to provide the general nature of the visit. The supervisor may approve the request based upon workload and staffing. If time, as requested, cannot be granted, the supervisor will identify a time period when the employee may visit his/her union representative and should not unduly delay such a meeting.

**SECTION 9. Voluntary Activities**

(a) Participation in the Combined Federal Campaign, blood donor drives, and other worthy programs will be an entirely voluntary basis. Participation or nonparticipation will not advantage or disadvantage employees.

(b) Neither Party will require or coerce employees to invest their money, donate to charity, or participate in these activities. This does not preclude general publicity concerning the programs by the Employer.

## **ARTICLE 4**

### **UNION RIGHTS**

#### **SECTION 1. Representation**

The Union will have the right and obligation to represent all employees in the Unit (see 5 U.S.C. § 7101 *et. seq.*), and to present its views to the Employer on matters of concern either orally or in writing. The Union, after reasonable notification, will be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other matters which affect the general working conditions of employees in the Unit. If available, the notice shall include an agenda and a copy of any written materials that will be distributed at the meeting.

#### **SECTION 2. Formal Discussions**

In any formal discussion held pursuant to this section, the union representative will be identified. The Union shall be allowed to have one representative on official time at formal discussions called by the Employer. The union representative may ask relevant questions and may make a statement at the end of the meeting of the Union's position regarding the substance of the meeting. The union representative will refrain from undue or frequent interruptions of the discussion and not ask to take charge of or disrupt the discussion. After the Employer's presentation, the union representative will have the opportunity to speak with the bargaining unit employees in attendance concerning the matters covered by the Employer in the meeting. This discussion will be of a reasonable length and related to the complexity of the subject matter of the meeting.

## **ARTICLE 5 EMPLOYER'S RIGHTS**

### **SECTION 1. Management's Rights**

In accordance with the Federal Service Labor-Management Relations Statute (5 U.S.C. § 7106), the Employer retains the authority:

(a) to determine the mission, budget, organization, number of employees and internal security practices of the Bureau, and

(b) In accordance with applicable laws:

1. To hire, assign, direct, layoff and retain employees in the Bureau, or to suspend, remove, reduce in grade or pay, or to take disciplinary action against such employees;

2. To assign work, to make determinations with respect to contracting out and determine the personnel by which the Bureau's operations shall be conducted;

3. With respect to filling positions, to make selections for appointments from-

(a) Among properly ranked and certified candidates for promotions; or

(b) Any other appropriate source; and

4. To take whatever actions may be necessary to carry out the mission of the Bureau during emergencies.

### **SECTION 2. Permissive Subjects**

In accordance with 5 U.S.C., § 7106(b) (CSRA), the Employer may, at its election, negotiate on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods and means of performing work.

### **SECTION 3. Procedures and Appropriate Arrangements**

Nothing in this Article shall preclude the Employer and the Union from negotiating-

(a) procedures which management officials of the agency will observe in exercising any authority under 5 U.S.C., § 7106; or

(b) appropriate arrangements for employees adversely affected by the exercise of any authority under 5 U.S.C., § 7106 by such management officials.

## **ARTICLE 6**

### **UNION REPRESENTATION/OFFICIAL TIME**

#### **SECTION 1. Union Representatives**

The Employer agrees to recognize the Chapter President, Vice President, the Chief Shop Steward, and six (6) Shop Stewards duly authorized by the Union. Whenever a specific union representative's title is noted in this Article, the Union retains the right to redesignate another authorized representative to perform these functions.

#### **SECTION 2. List of Union Representatives**

A. The Union shall supply the Employer in writing, and shall maintain on a current basis, a complete list of all office authorized representatives their work location, and office telephone number.

B. The Union will provide written notice of any changes in representation at least 48 hours prior to the effective date of the change. If this would result in denying employees representation, the notice shall be made telephonically at any time prior to the representational activity.

C. Nothing in this section precludes an employee of NTEU's National Office, to include NTEU field representatives or attorneys, from representing the Union or an employee.

#### **SECTION 3. Representational Duties**

A. A Union Steward, Chief Steward, Chapter President, or Chapter Vice President, as appropriate, may utilize a reasonable amount of time to confer with an affected employee with respect to any matters for which remedial relief may be sought pursuant to the terms and conditions of this Agreement.

B. In addition, a Union Steward, Chief Steward, Chapter President, or Chapter Vice President and an affected employee, as appropriate, will receive a reasonable amount of time to prepare and present grievances and statutory appeals, to prepare replies to notices of proposed adverse action or disciplinary actions, to interview witnesses, to review documents, and to conduct informal discussions with the employer.

C. A Union Steward, Chief Steward, Chapter President, or Chapter Vice President and an affected employee, as appropriate, will receive administrative time to attend formal discussions with the Employer concerning personnel policies practices, and matters affecting the general working conditions of employees in the Unit, including administrative time to attend employee interviews held pursuant to 5 USC 7114(a) (2) (B), or to carry out the goals and objectives of 5 USC, Chapter 71.

D. Supervisors will authorize and approve a reasonable amount of official time for representatives, if otherwise in a duty status, to perform representational duties in accordance with applicable laws.

E. Official time shall not be used for purposes prohibited by 5 U.S. Code § 7131 – Official time, such as soliciting membership, campaigning for union office or

collecting union dues.

#### **SECTION 4. Official Time Procedures**

A. Union representatives who wish to use official time authorized under this Article must obtain consent from their immediate supervisor or designee before undertaking such activity. Representatives shall inform their supervisors where they are going, the general purpose of their visit, i.e., the category of representational activity, and when they expect to return. Immediately upon return to the work site and prior to returning to duty, representatives shall inform their supervisor of their return.

B. When a representative enters a work area or performs representational activities s/he must receive the consent of the immediate supervisor or designee in charge of the work area. The representative shall inform the supervisor whom s/he wishes to confer with, the general purpose of the visit and how long s/he expects the conferee to be away from his/her duties. The conferee shall receive the agreement of his/her immediate supervisor prior to ceasing his/her duties. Whenever practicable, the conference shall take place in a meeting room or the Union Office as provided for in Article 25: Facilities and Services.

C. If official time cannot be granted because of workload requirements, the supervisor will explain the reason and will indicate to the representative and the employee when s/he expects it will be possible to grant the request.

D. Union representatives will report their arrival time back to their work place and will inform the supervisors of the amount of official time they have used by following the prescribed process. Union representatives will also follow the prescribed process to record the amount of time spent on phone calls of a substantive length.

#### **SECTION 5. Non-Employee Union Officers/Representatives**

The Union will notify the Employer (through the appropriate Human Resources Office(s)) in advance of any visit by the Union's National Officers or representatives for any purpose including conducting official business between the Union and Management. The appropriate Human Resources Office designee will arrange for all appointments between the appropriate management official(s) and the Union's national representative(s).

#### **SECTION 6. Formal Meetings**

The Union shall be entitled to one representative on official time at formal discussions called by the Employer, but may have a second representative present for training purposes, subject to the Employer's approval and their workload requirements.

#### **SECTION 7. Training**

The Employer agrees to grant a reasonable amount of official time to representatives of the Union incident to training related matters within the scope of Chapter 71, Title 5 of the U.S. Code and/or this Agreement. The Union shall submit the names, date(s) and place of such training, and a brief outline of the course content. Such request shall be forwarded to the appropriate Human Resources Office designee.

## **ARTICLE 7**

### **SENIORITY**

#### **SECTION 1. Overall Seniority**

Seniority shall be computed on the basis of an employee's length of total Bureau service.

#### **SECTION 2. Ties in Seniority**

Ties in seniority shall be broken first by Federal Service Computation Date, then time-in-grade.

## **ARTICLE 8**

### **HOURS OF WORK**

#### **SECTION 1. Basic Workweek**

Except when the Employer determines that the BEP would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer shall provide that:

- (a) the basic 40-hour work week is scheduled on 5 eight-hour days, Monday through Friday when possible; and
- (b) the working hours in each workday in the basic work week will be the same. (Employees may not be involuntarily assigned to more than one shift within a single basic work week).

#### **SECTION 2. Changes in Basic Workweek**

Changes in the basic work week and hours of employees and the establishment of new shifts or tours of duty require notice to the Union and an opportunity to submit bargaining proposals. The Employer agrees to provide the Union with such notice and opportunity to submit proposals as far in advance as possible and will implement changes only as consistent with applicable law and regulation.

#### **SECTION 3. Cleanup Time**

Employees whose assigned duties necessitate contact with toxic or caustic substances, or weekly duties lead to direct contact with abnormal levels of dirt will be allowed reasonable time for personal cleanup before lunch, as the nature of the work requires.

#### **SECTION 4. Cancellation of a Shift**

Employees, who work other than the day shift, will be allowed to report on the day shift on the day preceding a holiday, if their regular shift is cancelled, and, if management determines that work is available within the parameters of their assigned duties and responsibilities.

#### **SECTION 5. Changing Shift Assignment**

Within established shift schedules, the Employer will make reasonable effort to accommodate employees taking educational courses at their own expense, provided a vacancy exists on another shift and another qualified employee is available on the original shift to perform the employee's duties. The Employer will make every reasonable effort to return the employee to his/her original shift upon completion of the course.

#### **SECTION 6. Alternative Work Schedules**

(a) Alternative Work Schedules (AWS) shall be administered in accordance with, "Flexible and Compressed Work Schedules," in Chapter 610, Section 4, of the BEP Personnel Manual, or subsequent revision.

(b) Conflicts resulting from requests made by employees under this agreement will be resolved by a seniority system which gives preference to the employee who has the longest period of employment with the Bureau. Ties shall be governed by Federal Service Computation Date (SCD), then by time-in-grade.

(c) Should the Employer at any time determine that an AWS has had an adverse impact, as defined in 5 U.S.C. Section 6131 (a) through (c), i.e. a reduction in productivity, a threat to security or internal control procedures, a diminished level of service, or has resulted in an increase in operating costs, the Employer will notify the Union of its decision to modify or terminate such existing AWS. Such notice will include an explanation of the basis for the Employer's concerns. The Union reserves the right to bargain over the proposed change as provided under the Federal Employees Flexible and Compressed Work Schedules Act. Nothing in this section shall be deemed to compromise the Union's statutory rights.

(d) The Employer will administer the AWS program in a fair and equitable manner. Specific individual participation in the AWS program must be considered on a case-by-case basis. The decision will not be made in an arbitrary and capricious manner.

## **ARTICLE 9**

### **OVERTIME**

#### **SECTION 1. Overtime Distribution**

(a) Overtime assignments shall be distributed as fairly and as equally as is reasonably possible to all employees in their particular job category. When it is necessary to maintain rosters of overtime worked to assure such equal distribution, such rosters will include all overtime wherever worked and will be available for review by the Union upon request. Employees working on special projects may be assigned any overtime related to the project without regard to their place on the roster.

(b) When an employee's name is reached on any rotation roster for overtime, he will be excused from working such overtime upon his request, provided, the Employer is able to meet the overtime need by the assignment of another available employee from the same rotation roster. If an employee, by his request, is excused from overtime work for which he is scheduled on a rotation roster, he will initial the roster for the date involved, and will be counted as having received the overtime due him on rotation.

#### **SECTION 2. Notification of Overtime**

As a general policy all overtime assignments will be made by the close of the previous shift, if possible. When it is necessary to require employees to work overtime without such advance notice, the Employer will first request volunteers in the job category needed. A permanent record will be maintained of the volunteers as assigned to permit equitable distribution of overtime in circumstances wherein the number of qualified volunteers exceeds the number needed for such assignment. If sufficient volunteers cannot be obtained, assignments will be made by the Employer giving due consideration to employees who have made plans or have situations which would cause a hardship for them to work. An employee will be exempt from any non-voluntary overtime assignment if he/she finds a qualified replacement acceptable to the Employer.

#### **SECTION 3. Excusal from Overtime**

(a) Employees are required to work all overtime assigned unless specifically excused by the Employer. Employees submitting a doctor's certificate stating that they are not fit because of health conditions to work overtime will not be required to work overtime. Such doctor's certificates may be forwarded to the Bureau Medical Director (Washington, DC Facility only), the Employee/Labor Relations and Performance Management Division, and/or the office responsible for the administration of the reasonable accommodation program for review and appropriate guidance.

(b) Employees whose medical records indicate their assignment to overtime work may be injurious to their health may be referred to the designated Bureau official as specified in (a) above. Such employees will or will not be assigned overtime work. An employee may request reconsideration of the determination by submitting a current medical opinion or other substantive evidence to establish that overtime work will not be injurious.

#### **SECTION 4. Overtime Rate**

Employees required to work after their regular working hours for any reason, including security reasons, will be paid at the appropriate overtime rate in 15-minute increments.

#### **SECTION 5. Weekend Overtime Rates**

All work performed on Saturdays and Sundays will be paid for at overtime rates except for those employees normally assigned to a basic workweek which includes Saturdays and Sundays within their regular 40 hour tour of duty.

#### **SECTION 6. Call Back**

Any employee who is called back to perform unscheduled overtime work either on a regular workday after he has completed his regular schedule of work and left the Bureau, or on a day outside his basic workweek, will be paid a minimum of two hours pay at the overtime rate even if his services cannot be utilized after he reports to work. No employee reporting on call back will be required to remain for the two hours unless his services can be utilized.

#### **SECTION 7. Overtime for Detailed Employees**

Employees detailed to a work section will be eligible to work any regular scheduled overtime in that section during the time of their detail. Employees may also request overtime scheduled in the section from which they were detailed. Employees will be permitted to work such overtime if fully qualified in the job category, and if their services can be reasonably utilized without undue lost time due to travel between work areas, making work available to them, or other administrative or operational difficulty associated with their assignment to such overtime work.

#### **SECTION 8. No Assignment of Overtime**

When overtime outside the basic workweek is scheduled and the employees are so advised, the Employer reserves the right to refuse the assignment of such overtime to any employee who meets the following conditions:

- (a) Has taken unscheduled annual and/or sick leave of at least four hours duration during the basic workweek preceding the overtime day outside of the basic workweek unless such leave was due to illness or genuine emergency justified by administratively acceptable evidence; and
- (b) The employee has taken three (3) or more unscheduled annual and/or sick leave days during basic work weeks preceding scheduled overtime on days outside the basic workweek that were not justified by administratively acceptable evidence within the twelve months preceding the overtime.

This procedure will be applied uniformly in all components to all employees.

#### **SECTION 9. Overtime Differential Rates**

Employees on other than the day shift assigned to work overtime will be paid the appropriate overtime and night shift differential rates.

## **SECTION 10. Cleanup Privileges**

Cleanup privileges on overtime will be the same as those which apply to the basic workweek.

**ARTICLE 10**  
**ANNUAL LEAVE**

**SECTION 1. Approval/Disapproval of Annual Leave**

(a) The use of annual leave is a right of the employee subject to the approval of the Employer. Employees shall be given the opportunity at any time to request to schedule annual leave. The Employer shall make every reasonable effort to grant employee requests for annual leave consistent with workload and staffing needs. If the Employer expects that there will be a need to limit the number of employees on leave (or the length of their leave) during periods of time when leave is in high demand (such as summer or holidays), the Employer may request leave plans from employees and set a reasonable deadline for those plans. When approval must be limited due to work requirements, such approval will be granted on the basis of the earliest requests received. If multiple requests are received at the same time, any conflict between such requests will be resolved based on seniority, absent mission, staffing or workload requirements. Exceptions will be granted where required by law and/or regulation.

(b) Annual leave shall be approved in increments of fifteen (15) minutes.

(c) Each request for annual leave by an employee will receive prompt consideration by the supervisor. The employee will be notified at the earliest possible time if his request has been disapproved. The employee will also be notified of the reason(s) for the denial in writing, which may be by electronic means.

**SECTION 2. Employee Birthday**

An employee who makes the request in advance may be permitted to use annual leave on his birthday provided the employee has leave accrued to his credit and does not interfere with the Employer's operational needs.

**SECTION 3. Religious Observances**

(a) An employee whose personal religious beliefs require the abstention from work during certain periods of the workday or workweek will be permitted to request annual leave, credit hours, or compensatory time or work alternative work hours to the extent that modifications in work schedules do not interfere with the efficient accomplishment of the Bureau's mission or imposes an undue hardship.

(b) Employees who choose to request an adjusted work schedule in lieu of annual leave, credit hours, or compensatory time must submit a written request for an adjusted work schedule at least two work days in advance stating that the request for an adjusted work schedule is for religious purposes and provide acceptable documentation of the need to abstain from work.

(c) If an employee's request is approved, the supervisor may determine whether the alternative work hours will be scheduled before or after the religious observance.

(d) The premium pay provisions for overtime work do not apply to compensatory overtime work performed under this Section.

(e) If no productive overtime is available to be worked by the employee at such time as he/she may initially request such work, alternative times will be arranged by the Employer for the performance of the compensatory overtime work.

#### **SECTION 4. Requesting Annual Leave**

The Employer will provide forms for requesting annual leave to be used by the employees, if so required. Otherwise leave requests will be made via the WebTA system, or subsequent time and attendance system.

#### **SECTION 5. Employer Shutdown**

If for any reason the Employer schedules a shut-down of activities for any purpose, every reasonable effort will be made to provide for employees not having annual leave to their credit. Such employees may be advanced annual leave to cover a shutdown situation as described, not to exceed that amount of annual leave they will have accrued during the current leave year.

#### **SECTION 6. Restoration of Leave**

Each employee's leave balance will appear on the leave and earning statements. An employee who is in a "use or lose" status must request annual leave as soon as possible, but no later than November 1 of each year. Annual leave will only be restored when there is an administrative error, exigency of the public business, or sickness of the employee.

#### **SECTION 7. Bereavement**

An employee may be granted a reasonable amount of annual leave, sick leave, or LWOP, subject to personal needs of the employee and operational needs of the Employer in the case of death in the immediate family. Nothing in this section is intended to be inconsistent with, or in addition to Federal law or regulation.

## **ARTICLE 11**

### **SICK LEAVE**

#### **SECTION 1. General**

Employees shall earn and use sick leave in accordance with applicable statutes, regulations and this Agreement. The employer shall grant sick leave to an employee when he or she:

- (1) Receives medical, dental, or optical examination or treatment;
- (2) Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
- (3) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- (4) Provides care for a family member—
  - (a) Who is incapacitated by a medical or mental condition; or
  - (b) Who would, as determined by the health authorities having jurisdiction or a health care provider, jeopardize the health of others by that family member's presence in the community because of exposure to a communicable disease;
- (5) Attends to a family member receiving medical, dental, or optical examination or treatment;
- (6) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- (7) Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

#### **SECTION 2. Definition of Family Member**

*Family member* means an individual with any of the following relationships to the employee:

- (1) Spouse, and parents thereof;
- (2) Sons and daughters, and spouses thereof;
- (3) Parents, and spouses thereof;
- (4) Brothers and sisters, and spouses thereof;
- (5) Grandparents and grandchildren, and spouses thereof;
- (6) Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (2) through (5) of this definition; and

(7) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

### **SECTION 3. Requesting Sick Leave**

(a) When an employee applies for sick leave he/she shall notify his/her supervisor or other leave approving official as soon as practical, but no later than two (2) hours after the start of the work shift. If the degree of the employee's illness or injury prohibits compliance with the notification requirements provided above, the employee shall provide such notification as soon thereafter as possible.

(b) The notification provided for in Section 2(a) above shall include the reasons for the absence and the expected duration of the absence. When it appears that an absence will extend beyond the original date of anticipated return to duty, the employee shall promptly notify his/her supervisor of the new anticipated date of return. The employee shall not be required to contact his/her supervisor each day, unless the illness extends beyond three (3) consecutive workdays, or the original date of anticipated return.

(c) Sick leave scheduled for visits to doctors, dentists, practitioners, opticians, and for the purpose of securing diagnostic examinations and X-rays shall be scheduled and approved in advance. When requesting sick leave in advance, the employee will be required to furnish the supervisor with only that information solicited on the WebTA record for the supervisor to authorize the leave in accordance with this section.

### **SECTION 4. Certification**

(a) Employees may be required to furnish a doctor's certificate or other administratively acceptable evidence to substantiate a request for sick leave if the sick leave exceeds 3 consecutive workdays and at other reasonable times as determined by individual circumstances.

(b) Employees, who because of illness are released from duty, shall not be required to furnish documentation to substantiate sick leave for the day released from duty. Such release based on medical findings by the Medical officer shall constitute the equivalent of the required notice to the Employer in the event the employee is unable to return to work on the following day or days. A doctor's certificate or other administratively acceptable evidence may be required however, for absences in excess of three (3) consecutive workdays in addition to the day on which the employee was released.

(c) A doctor's certificate or medical certificate means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

### **SECTION 5. Abuse of Sick Leave**

The use of sick leave, in itself, is not evidence of abuse. The Employer shall not set a number of days that automatically qualify as sick leave abuse. Sick leave abuse must be decided on a case by case basis with all factors relating to the employee's sick leave use taken into consideration.

## **SECTION 6. Advancing Sick Leave**

Upon request, unearned sick leave may be advanced to an employee with career or career conditional status provided there is a reason to believe the employee will return to work at the Bureau and the request does not exceed 240 hours for full-time employees or 120 hours for part-time employees. It is also agreed that the employee's annual leave will be prorated until sick leave is repaid. Requests for advance sick leave will be accompanied by a certificate from a physician, which will provide the nature and seriousness of the illness or injury and the probable date of return to duty. Advanced sick leave will not be granted where it is not warranted and will be handled on a case by case basis.

## **SECTION 7. Medical Appointments**

Sick leave will be approved in increments of fifteen minutes for any medical appointments, including reasonable travel time. Employees are responsible for requesting such sick leave reasonably in advance and for making every reasonable effort to schedule such appointments for the beginning or finishing hours of their work shift. Employees will not be required to work for any period for which they are being charged leave.

## ARTICLE 12

### SPECIAL LEAVE CATEGORIES

#### SECTION 1. Family Medical Leave Act

(a) Employees who have completed at least 12 months of service and are not employed on an intermittent basis or a temporary appointment with a time limitation of 1 year or less have the right, as established by the Family and Medical Leave Act (FMLA) and implementing regulations, (5 CFR Part 630, Subpart L) to twelve (12) workweeks of leave without pay during any 12-month period for one or more of the following:

1. The birth of a son or daughter of the employee and the care of such son or daughter;
2. The placement of a son or daughter with the employee for adoption or foster care;
3. The care of a spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition; or
4. A serious health condition of the employee that makes the employee unable to perform any one or more of the essential functions of his or her position.
5. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

(b) An employee may elect to substitute accrued or accumulated annual and/or sick leave for any part of the 12-week period of leave without pay described in paragraph (a) above.

(c) An employee seeking leave under this Section shall provide the Employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take such leave, unless the date of such leave is not reasonably foreseeable, in which case the employee shall provide such notice as is practicable.

(d) An employee may not retroactively invoke his or her entitlement to family and medical leave. However, if an employee and his or her personal representative are physically or mentally incapable of invoking the employee's entitlement to FMLA leave during the entire period in which the employee is absent from work for an FMLA-qualifying purpose, the employee may retroactively invoke his or her entitlement to FMLA leave within 2 workdays after returning to work. In such cases, the incapacity of the employee must be documented by a written medical certification from a health care provider. In addition, the employee must provide documentation acceptable to the agency explaining the inability of his or her personal representative to contact the agency and invoke the employee's entitlement to FMLA leave during the entire period in which the employee was absent from work for an FMLA-qualifying purpose.

## **SECTION 2. Maternity Leave**

Maternity leave granted because of pregnancy and confinement entitles the employee to the use of all sick and annual leave to their credit, provided administratively acceptable evidence is submitted. In addition, the employee may be granted up to 240 hours of advanced sick leave for full-time employees or 120 hours for part-time employees, LWOP, and/or earned compensatory time, and any other acceptable authorized leave. Normally, the initial authorization of sick, annual, and LWOP shall not exceed six months. An employee may use sick leave to cover physical examinations, medical treatments, and the period during which the employee is physically incapacitated for the performance of duties by pregnancy and confinement. It is recognized that only competent medical authorities can make determinations as to incapacitation for duty before or after childbirth. The parties recognize that early notification by an expectant parent enhances the Employer's ability to act favorably on a request for extended leave. Employees not excluded under Article 2 of this Agreement with less than 12-months of service are also covered by this provision.

## **SECTION 3. Duty Modification During Pregnancy**

If, after consulting her physician, a pregnant employee requests modification of her work duties or a temporary reassignment, every reasonable effort will be made to accommodate her request via the reasonable accommodation procedures. The Employer may request a medical certificate as defined in Article 11, Section 4 (c), to aid in its determination as to whether or not a modification is appropriate.

## **ARTICLE 13**

### **LEAVE OF ABSENCE**

#### **SECTION 1. Request for Leave of Absence**

(a) An employee may request and the employer agrees to consider requests for leaves of absence without pay for a maximum of one year; however, this is not an absolute right. Examples of factors which are to be considered when reviewing an employee's request are: severity and nature of the workload requirements, appropriate advance notice, cost, likelihood of potential employee development, retention of an employee, or furtherance of a program of interest to the Government. This list of factors is not all-inclusive.

(b) Examples of situations in which requests for Leave of Absences may be approved include, but are not limited to:

1. Requests that exceed the 12-weeks allowed under the Family Medical Leave Act; or
2. Requests for absences as a result of family needs that are not covered by the FMLA; or
3. Requests to pursue a program of study which will significantly benefit the Employer and improve the employee's ability to perform his/her current job or to achieve and perform another job with the Employer to which the employee can reasonably aspire. The Employer will also consider reasonable alternate sources and means to secure such training.

#### **SECTION 2. Granting Leave of Absence**

(a) Leaves of Absence may only be granted if the employee is expected to return to duty at the completion of the leave of absence. Employees who fail to return to duty at the completion of the leave of absence shall be required to repay administrative costs incurred by the Bureau such as retirement contributions and life insurance premiums incurred by the Bureau during the absence, unless the Bureau waives this requirement.

(b) Leaves of Absence will be granted or denied in a fair and equitable manner and will be administered in accordance with law, rule, or regulation.

## **ARTICLE 14**

### **ADMINISTRATIVE LEAVE**

#### **SECTION 1. Voting**

(a) As a general rule, the Employer agrees that when the voting polls are not open at least three hours either before or after an employee's regular hours of work, he/she may be granted an amount of administrative leave which will permit him to report to work three hours after polls open or leave work three hours before polls close, whichever requires the lesser amount of time.

(b) Under exceptional circumstances where the general rules do not permit sufficient time, an employee may be excused for such additional time as may be needed to enable him to vote, depending upon the particular circumstances in his individual case, but not to exceed a full day. Time off in excess of one day shall be charged to annual leave or if annual leave is exhausted, then to leave without pay.

(c) No leave will be granted where the employee can vote by absentee ballot.

#### **SECTION 2. Inclement Weather/Emergency Situation**

The Employer agrees that whenever it becomes necessary to close all or part of the Bureau because of inclement weather or any other emergency situation and to grant administrative leave to those who are excused because of the emergency, reasonable efforts will be made to inform all employees by private or public media.

#### **SECTION 3. Court Leave**

If an employee is summoned to court, or a Federal, or State administrative proceeding, as a witness on behalf of any party in connection with a judicial proceeding to which the Federal, District of Columbia, or any State or local government is a party, or if an employee is called to serve on a jury of any Federal, State, or local government, or the District of Columbia, no charge will be made against leave for the time absent as a witness or juror. This will be administratively excused absence which will be recorded on time and attendance records as court leave.

When requesting court leave, the court order, subpoena, or summons should be presented to the appropriate supervisor as soon as it is received by the employee. When returning to work, an employee will be required to submit official documentation that he/she served as a witness or juror. The evidence should show the date and, if possible, the hours served. If granted court leave, an employee may not accept witness fees and must forward any juror's fees received to the Office of Financial Management. In the event an employee's services are not required in court on a particular day, he/she is expected to report to duty. Otherwise, that day's absence will be charged to appropriate leave.

## **ARTICLE 15**

### **POSITION DESCRIPTION**

#### **SECTION 1. General**

- (a) Each employee will be given a job description of the position to which the employee is permanently assigned. The Employer agrees that the position description for each position will reflect the principle duties, responsibilities, and supervisory relationships of the position. Upon request, the Union will receive a copy of all job descriptions in the Unit. This Article does not apply to duties performed while employees are assigned to details and temporary assignments.
- (b) The Employer will provide a copy of the position description to an employee no later than fifteen (15) calendar days after the employee's assumption of a position. In the event the employee has not received a position description within this time, the employee may request the assistance of the Employer in obtaining a copy of the position description. If the supervisor does not promptly furnish the requested position description to the employee, the employee may file a grievance.
- (c) Each employee will be permitted to review his/her position description at any time and to discuss any disagreement or inaccuracy with his/her supervisor, provided that it does not interfere with the Employer's operational needs and management retains the right to assign work.

#### **SECTION 2. Changes to the Position Description**

It is agreed and understood that employees are entitled to position descriptions which generally reflect the duties assigned to the positions they hold. The Employer will inform the Union when significant changes are made to any position description in the bargaining unit. The Employer agrees to consider the Union's written comments and suggestions related to position descriptions.

#### **SECTION 3. Position Classification**

It is agreed and understood that the Employer retains the right to assign work, and that the Employer will determine the job content, qualification requirements, and duties for each job within the unit. The Employer agrees to inform the Union as soon as possible when significant changes in position classification standards result, or could result, in classification changes for positions within the unit. Upon request, the Employer will furnish the Union copies of existing classification standards.

#### **SECTION 4. Classification Appeals**

- (a) An employee who has filed a classification appeal is entitled to request a Union Representative at any meeting with management officials concerning the appeal.
- (b) The Employer shall continue its practice of recognizing an employee's protected right to file a classification appeal free from reprisal or penalty in accordance with regulations.
- (c) Work will not be reassigned for the sole purpose of avoiding reclassification during a classification appeal.

## **ARTICLE 16**

### **ASSIGNMENTS AND DETAILS**

#### **SECTION 1. General**

(a) Whenever possible, consistent with the qualifications and experience needs of the job, details to the same or lower pay levels or grades to positions within the bargaining unit will be made on the basis of employee's seniority. However, volunteers will be solicited first. The Employer reserves the right to assign employees in the operation, as specified in Article 5. However, every effort will be made to assign employees as stated in this Section.

(b) Details of more than thirty consecutive calendar days will be formally documented by the placement of an SF-52 in the employee's official personnel folder. The Employer will make every reasonable effort to initiate all details as near as possible to the first day of a pay period.

#### **SECTION 2. Assignment to Higher-Graded, Non-Supervisory Position**

A qualified employee who is assigned to a higher-graded non-supervisory position for two weeks or more may be temporarily promoted and receive the higher rate of pay, effective on the next available pay period. To receive the higher rate of pay, however, the employee must satisfy the requirements of law and/or government wide regulations, and must have an overall rating of, "Fully Successful". The Bureau also agrees to refrain from rotating assignments of employees solely to avoid compensation at the higher rate.

#### **SECTION 3. Reassignment of a Disabled Employee**

When the Employer determines that an employee is physically disabled for service in his/her current position, every effort will be made to place the employee in a position at the same grade or pay or, if practicable, the Employer will seek to place the employee in a closely related occupation at the same grade and pay for which the employee is physically able to perform the duties.

## ARTICLE 17

### PROMOTION AND INTERNAL PLACEMENT

#### SECTION 1. Merit Placement Plan

The purpose of this Article is to ensure that all competitive placement actions to bargaining unit positions are made on a merit basis by means of systematic, fair and equitable procedures and employees are given the opportunity to develop and advance to their full potential. Merit Placement procedures will be administered in accordance with Bureau Personnel Manual Chapter 335 and the terms of this agreement. Nothing in this Article shall be construed as abridging any of the Union's bargaining rights under law.

#### SECTION 2. Competitive Placement

(a) The terms of this Article apply to the following competitive placement actions: However, the application of the terms of this Article to these actions does not preclude the Bureau from selecting from other appropriate sources such as reemployment priority lists, reinstatement, transfer, disabled, or Veterans Readjustment Act eligible, or those listed on an appropriate Office of Personnel Management (OPM) certificate.

1. Filling a bargaining unit position by promotion;
2. Filling a bargaining unit position with known promotion potential by reassignment, transfer, or reinstatement;
3. Filling a bargaining unit position by transfer or reinstatement to a higher graded position than the candidate's last position;
4. Filling a bargaining unit position by temporary promotion for more than 120 days;
5. Selecting individuals for training required for promotion to bargaining unit positions;
6. Detailing employees for more than 120 days to a higher graded position or to a position with known promotion potential;
7. Conversion of a temporary position to permanent at the GS-5 level or above;
8. Filling bargaining unit positions with non-bargaining unit applicants;

(b) Exceptions to the coverage of this Article will be as follows:

1. Promotions to positions which have been upgraded as a result of a re-description of the position without significant change in duties and responsibilities on the basis of either the issuance of new classification standard or the correction of a classification error;
2. Re-promotion to grades or positions from which an employee voluntarily accepted a lower graded position after serving in the higher-graded position for more than one year, that is, without misconduct or inefficiency on the part of the employee;
3. Promotions of incumbents in career ladder positions to full performance level;
4. Promotions to all supervisory positions;

5. Any other mandatory exceptions provided for in OPM regulations including Government-wide special emphasis programs and priority placement programs.
6. Filling a position by reinstatement or transfer.
7. A promotion resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities (accretion of duties).

(c) The fact that an employee is the subject of a security investigation will not prevent or delay his/her promotion that would otherwise be made, unless the Employer judges that such delay is necessary to protect the integrity of the Bureau.

### **SECTION 3. Vacancy Announcements**

(a) Vacancy announcements will be published prior to filling any position covered by this Article. The vacancy announcement will be posted for ten (10) working days and sent to the hiring official. The announcement will contain, at a minimum, the following:

1. Announcement number;
2. Opening date;
3. Title, series, and grade of position;
4. Geographic location of the position, where appropriate;
5. Minimum qualifications required;
6. Brief summary of the duties of the position together with an indication of where additional information may be obtained;
7. Selective placement factors, if any;
8. Evaluative methods to be used by the ranking panel or official;
9. Statement of register, when applicable;
10. Closing date;
11. Statement of Equal Employment Opportunity;
12. Identification as a bargaining unit position;
13. Minimum area of consideration; and
14. Statement of required documents, if applicable.

(b) The Employer shall exercise its responsibility for determining selective placement factors in accordance with 5 CFR 335. Selective placement factors will only be used in determining eligibility when they are identified as essential for successful performance in the position to be filled. In such cases, they will constitute a part of the minimum requirements for the position. Selective placement factors may not be changed once a vacancy announcement has been posted, although the Employer retains the right to cancel a vacancy announcement and reissue another for the same position.

(c) Employees must submit an application for each vacancy for which they wish to be considered. Employees will submit all documentation required by the vacancy announcement.

(d) An individual application must be submitted in the manner specified in the vacancy announcement for each available vacancy prior to the closing date of the announcement. An employee may withdraw an application for a position online during the period the announcement is open. An employee must submit an application for a position in order to be considered for a vacancy.

(e) To be considered for a vacancy, candidates must submit all required application material in the manner specified in the vacancy announcement, in such a way that the information provided is complete, accurate, legible, and timely. An employee who applies for a position and is not found eligible will be notified at the time of certification.

#### **SECTION 4. Ranking of Applicants**

(a) Competencies posted and specialized experience will not be changed once a vacancy announcement has been posted. Upon request, the Union will be provided with a copy of competencies established for a bargaining unit position.

(b) The hiring official in coordination with the HR Specialist may appoint a panel or an official to evaluate and rank the candidates. It shall be the responsibility of the panel or official to consider all relevant material submitted by the employee.

(c) Each panel member or ranking official will rate each candidate in each category to be considered. A brief written narrative statement will be prepared by the ranking panel or ranking official concerning each applicant considered. The narrative statement will reflect the panel's or ranking official's opinion and judgement of the applicant's competencies to perform in the position for which he/she is being considered.

(d) Candidates will be certified within a best qualified category.

#### **SECTION 5. Referral of Candidates**

(a) Candidates will be referred to the selecting official, on separate lists, in the order described below. The selecting official will consider the applicants on each list prior to requesting the other list(s). Nothing herein shall preclude the selecting official from considering all applicants for the vacancy in accordance with the terms of this Agreement and applicable law, rule, and regulation.

1. Priority consideration candidates will be referred prior to issuing a vacancy announcement;
2. Employees who qualify for placement under the Department of the Treasury Career Transition Assistance Plan (CTAP) or the Interagency Career Transition Assistance Plan (ICTAP), pursuant to 5 C.F.R. § 230.605, and who are "well qualified" as defined in 5 C.F.R. §330.604(k);
3. Preference eligible (Veterans) for Delegated Examining (DE) only.

(b) The selecting official will consider all submitted documentation on each candidate certified. If interviews are conducted, all Bureau candidates certified in the "Best Qualified" category will be interviewed. Any selection technique utilized by the selecting official will be uniformly applied to all Best Qualified applicants referred to the selecting official.

(c) The promotion certificate may be used to only fill the same vacancy(s) within 180 days after the closing date. If the selecting official does not select from the remaining candidates on the certificate, the vacancy must be re-announced, if the Employer intends to fill the position competitively.

## **SECTION 6. Records Retention**

The Employer will maintain promotion and/or competitive selection files for a minimum of two (2) years.

## **SECTION 7. Release Date**

An employee selected for promotion will normally be released no later than the end of the first full pay period after selection, subject to the emergency needs of the Employer.

## **SECTION 8. Merit Promotion**

Actions under a promotion plan whether in identification, qualification, evaluation, or selection of candidates shall be made without regards to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying handicapping condition, or age, and shall be based solely on job-related criteria.

## **SECTION 9. Priority Consideration for Promotions within the Bargaining Unit**

In the absence of an adjustment satisfactory to an aggrieved employee of any merit promotion action involving an employee of the Unit which is determined to have been in violation of the provisions of this Agreement, and which has had the effect of denying the grievant proper consideration, corrective action will be taken as follows:

1. If an employee was improperly or erroneously omitted from a best-qualified list, he/she shall receive priority consideration for the next appropriate vacancy for which he/she is qualified.
2. Priority consideration consists of a promotion certificate which contains an employee's name alone being sent to a selecting official before that official considers other applicants for a position. The name of only those employees will be submitted on a single certificate to the selecting official for the next appropriate vacancy.
3. Where the Employer considers employees who have priority consideration pursuant to this Agreement and does not select that employee or from among the priority consideration candidates, the Employer will put its reasons for non-selection in writing and make them available to the employee upon request.

## **SECTION 10. Request for Information**

- (a) When a grievance has been filed under this Article, the Union may request and receive necessary information to process the grievance, subject to the requirements of the Privacy Act.
- (b) Following selection, and upon written request to the Office of Human Resources, an employee applicant will be provided the following information about a position for which he/she applied:
  - 1. Whether or not they meet the minimum requirements for consideration;
  - 2. Whether or not they made the Best Qualified list and their score;
- (c) If the employee makes a request in accordance with (b) above, the remaining time limit for filing a grievance will be held in abeyance and will resume when the employee is provided with the information described in (b)(1), and (2).

## **SECTION 11. Career Ladder Promotions**

- (a) Employees in career ladder positions will be promoted only after:
  - 1. The supervisor certifies that the employee is capable of satisfactorily performing at the next higher level. (“Capable of performing at the next higher level” does not mean that the employee currently performs duties at the next higher grade level.); and
  - 2. The employee becomes minimally eligible to be promoted (after one year or whatever lesser period may satisfy the basic eligibility requirements).
- (b) The SF- 52 will be submitted in the same pay period as the certification and the promotion will be effective at the beginning of the following pay period.
- (c) If the employee meets the minimum eligibility requirements and the supervisor certifies that the employee cannot satisfactorily perform the duties at the next higher level, the supervisor will meet with the employee within 10 days and explain what is required of the employee in order to be promoted.

## **ARTICLE 18**

### **EMPLOYEE PAY, PAYCHECKS, AND REIMBURSEMENTS**

#### **SECTION 1. Salary Replacement**

When an employee's regular salary payment is not issued, the employee will be provided with an emergency salary payment within seventy-two (72) hours of providing the Employer with notification on the proper form for that purpose.

#### **SECTION 2. Waiver of Overpayment**

The Employer may waive overpayments in accordance with the standards established in 5 U.S.C. 5584 and any other applicable regulation provided there is no indication that the employee acted with fraud, misrepresentation, fault or lack of good faith. The Employer will advise the employee of his/her right to seek a waiver.

#### **SECTION 3. Recoupment**

Generally, prior to initiating collection actions, the Employer will send written notification to the employee in accordance with 31 CFR Part 5; 31 CFR Part 901; and 5 CFR 550.1104.

## **ARTICLE 19**

### **REDUCTION-IN-FORCE**

The Employer agrees to notify the Union of a decision to effect a reduction in force at the earliest practicable date. The information to be furnished the Union will be the competitive levels initially affected, the number of employees involved, the proposed effective date, and the reasons for the action. The Union reserves the right to negotiate the impact and implementation of any reduction in force. Unless the Bureau declares an “emergency” under 5 U.S.C. Section 7106 (a)(2)(D), the Bureau will negotiate the impact and implementation of a RIF in accordance with applicable laws and regulations.

The Employer will make all reasonable efforts to keep employees in a competitive area anticipating RIF generally informed of all relevant developments and decisions, including at least one informational briefing.

The Employer will provide NTEU and employees who are issued certificates of expected separation, or specific RIF notices, with information concerning the full array of entitlements and benefits that accrue to employees under law, regulation, and this Article, including information on retirement options, severance pay, appeal rights, priority selection and re-promotion, etc.

## **ARTICLE 20**

### **RETIREMENT**

#### **SECTION 1. Retirement Planning**

The Employer will provide a retirement planning program to be made available once every three years, in which all unit employees nearing eligibility for retirement may voluntarily participate. It will include individual counseling assistance, informational material and/or group information sessions.

#### **SECTION 2. Withdrawal of Application**

An employee may withdraw a resignation or retirement application at any time prior to its effective date, except in instances where the resignation is tendered in compliance with a settlement agreement, or third-party decision, provided the withdrawal is communicated to the Employer in writing and the Employer has not hired a replacement or would not be subject to administrative disruption.

#### **SECTION 3. Death Benefits**

The Employer will notify a deceased employee's designated next of kin of any benefits to which they may be entitled, and assist them in filing the claims for unpaid compensation, including lump sum leave payments, retirement, and insurance.

## **ARTICLE 21**

### **TRAINING**

#### **SECTION 1. General**

(a) Employee training and development programs are designed to assure maximum efficiency of employees in the performance of their official duties, and to encourage employee self-development to become more proficient in his or her line of work.

(b) Nomination for, and selection of, employees for training will be based on the needs of the Bureau without regard to race, color, religion, sex, age, national origin, handicap, genetics, or other non-merit factor.

(c) The Bureau, in accordance with applicable statutes and regulations, will pay for the costs associated with an employee's job-related training that it requires and has approved. This training time shall not be charged to any official training time that has been negotiated in Article 6.

#### **SECTION 2. Procedure**

(a) Advance notice of all Bureau-sponsored training programs will be posted.

(b) The Employer will maintain information and furnish counseling and guidance about suitable and available educational resources. Employees are encouraged to use appropriate self-development opportunities related to their official duties or their career goals.

(c) Employees who apply for training and occupy positions reasonably related to the announced training program will be considered for the training.

(d) When a program cannot accommodate all applicants, those employees with the most need and whose training will be most advantageous to the Bureau will be selected.

(e) The Employer shall grant or deny all training requests in a fair and equitable manner in accordance with Sections 5A 1-6.

(f) The Employer shall notify the employee within fifteen (15) days of his/her request as to the status of the training request. If the request is denied, and the employee requests in writing the reason(s) for the denial, the employee will be given the reason(s) in writing.

(g) Employees who fail to meet the standards established for a course may be terminated from the course. This action will affect future training requests.

(h) When training is given primarily to prepare employees for advancement and the training is required for promotion, competitive procedures will be followed in selecting the person(s) to receive such training.

#### **SECTION 3. Re-Training**

The Employer agrees that, when an employee is reassigned to a position as a result of his/her former position being eliminated, necessary training will be given to the employee to enable him/her to perform the duties of the new position. In addition, employees who

return to a position after a period of absence of 45 days or more shall be given necessary re-familiarization time to enable him/her to perform the duties of the position.

**SECTION 4. Training Reimbursement**

Employees who have obtained prior approval from the Employer shall be reimbursed for all authorized expenses for outside training when all of the following conditions are met:

1. The training will enable the employee to increase his or her ability to perform his or her current job, a job the employee has been selected to fill in accordance with the current merit promotion plan and the training is definitely job related, or is related to the mission of the Bureau;
2. Comparable training is not available through Employer provided courses and it would be too costly for the Employer to develop suitable programs at the time;
3. Reasonable inquiry has failed to disclose suitable, adequate and timely programs being offered by other Government agencies within the local area;
4. The course meets the need of the employee and of the Employer as well as or better than other courses of its nature which may also be available;
5. The course is not being taken solely for the purpose of obtaining a degree, except in accordance with applicable law and regulations;
6. Funds are available to pay for the training without deferring or canceling higher priority commitments.

**SECTION 5. Reimbursement by Employee**

An employee who fails to complete the outside training provided for in Section 4 above, shall reimburse the Employer for all tuition and related expenses incurred by the Employer for such outside training. Completion of training includes attendance at required training sessions, and may include passing written graded exams. Such determinations shall be made on an individual basis in a fair and equitable manner.

## **ARTICLE 22**

### **EMPLOYEE RECORDS AND PRIVACY**

#### **SECTION 1. General**

The Employer is governed by the provisions of the Privacy Act of 1974, 5 U.S.C. § 552a and the Department of the Treasury's regulations set forth in 31 C.F.R. Part I, Subpart C regarding the collection, maintenance, use, and dissemination of personal information (PII) pertaining to employees. The Employer shall seek and maintain in its system of records only such information about an employee as is relevant and necessary to accomplish a purpose of the Employer as required by statute or Executive Order.

#### **SECTION 2. Collection of Information**

The Employer will collect information pertaining to an employee directly from the employee to the greatest extent possible. In any request for PII from an employee, the Employer will provide the employee with a Privacy Act Statement containing the following information:

- (a) The authority (whether granted by statute or Executive Order) which authorizes the solicitation of information;
- (b) Whether disclosure of such information is mandatory or voluntary;
- (c) The principal purpose(s) for which the information is intended to be used;
- (d) The routine uses which may be made of the information; and
- (e) The effects on him/her, if any, of not providing all or any part of the requested information.

#### **SECTION 3. Access to Records**

(a) Employees shall have the right to gain access, review, and request copies of any record contained in a system of records pertaining to him/her as allowed by 5 U.S.C. § 522a(d)(1). The employee may be accompanied by a designated representative for this purpose. Employees have the right to request amendment of any record pertaining to him/her in accordance with 5 U.S.C. § 552a(d)(2). Unauthorized persons may not inspect or copy any record, file, or document pertaining to an employee. Such information shall be made available to all authorized persons only for official use as provided for by law and applicable OPM regulation. Access to such records will be on official time.

(b) The parties recognize that information technologies and applications have resulted in the replacement of paper-based records with records in various formats. Employees shall continue to have access to any records subject to the terms and conditions of this Article regardless of the format or storage method used by the Employer.

## **ARTICLE 23**

### **HEALTH AND SAFETY**

#### **SECTION 1. General**

The employer will continue to provide and maintain safe and healthful working conditions in accordance with the Occupational Safety and Health Administration (OSHA) guidelines. The Employer shall furnish employees a place of employment free from recognized hazards that are causing or are likely to cause death or serious physical harm. It shall also comply with the occupational safety and health standards applicable to the Bureau. The Union will actively encourage all Unit employees to work in a safe manner, and Unit employees are responsible for prompt reporting of observed unsafe working conditions and/or working habits to their immediate supervisor. Upon request, the Employer will provide the Union with a copy of reports relevant to the general occupational safety and health of bargaining unit employees unless a privilege applies to the information requested. In such cases, the Bureau will assert and define the privilege.

It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for the employee and others. The Employer will welcome at any time, from any individual employee or from any employee organization, suggestions which offer practical and economically feasible ways of improving safety conditions.

#### **SECTION 2. Personal Protective Equipment**

Employees will wear or use all required safety equipment. Personal protective equipment (PPE) and safety devices which the Employer requires the employees to use or wear will be provided to the employees at no cost. However, in cases where an employee's preference of style exceed the allowance allotted for those forms of PPE, the employee incurs the difference of the final price minus the allotted allowance. PPE and devices will be furnished to employees as prescribed by applicable Bureau safety guidelines and policies.

#### **SECTION 3. Reporting Safety Issues**

(a) When an employee during the course of performing his or her official duties reasonably believes he or she is exposed to a health or safety hazard that presents an imminent danger, he or she shall cease the activity and notify the supervisor (or another appropriate management official if the supervisor is not available). The term "imminent danger" applies to conditions or practices in any workplace which pose a danger that could reasonably be expected to cause death or severe physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. That supervisor, or another appropriate management official, shall determine whether there is a reasonable basis to believe a danger exists, and if so, will promptly notify an appropriate Bureau safety official. An appropriate safety management official will have the authority to determine whether the work area conforms to applicable safety standards.

In the event the work area is not in conformance with applicable safety standards, the Employer shall take action to bring the work area into compliance with applicable standards. Thereafter, if a Bureau safety official (or higher management authority) determines that no imminent danger exists or has been corrected, the employee will return to work. If the employee has a reasonable belief that an unsafe condition continues to exist, the matter may be referred to a Union representative and the appropriate safety officer both of whom will take into account the findings and/or confer with the Safety Manager or his representative for resolution. In the absence of imminent danger to the health and safety of the employee, a refusal to perform a work assignment for safety reasons may be just cause for disciplinary or adverse action.

(b) In accordance with 29 CFR Part 1960, employees have the right to be free from reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in Employer occupational safety and health program activities, or because of the exercise by such employee on behalf of himself or herself or others of any right afforded by Section 19 of the Occupational Safety and Health Act, Executive Order 12196, or 29 CFR Part 1960.

#### **SECTION 4. Safety Committee**

The Union, through the Joint Labor Council, may designate a representative to serve on the Joint Occupational Safety, Health, and Environment Committee (JOSHEC) which is established in organizational components containing employees of the Unit. The role of the representative will be to advise and assist the Employer in carrying out its safety responsibility as they apply to Unit employees.

#### **SECTION 5. On-the-job Inquiry**

This section refers to injuries eligible for compensation under the Federal Employees Compensation Act (FECA) and/or payment for medical services under FECA.

- a. The Employer agrees as specified in Bureau policy to provide any employee who may be injured on the job, prompt first aid or any other medical services within the Bureau's capability which may include transportation necessitated by the injury.
- b. Whenever an employee of the Unit has sustained a lost time work injury, the Union, if designated by the employee and upon request, will be allowed to review relevant information regarding the circumstances.
- c. If an injured employee is sent to a medical facility for treatment, the Employer and the affected employee may accept the determination made by competent medical authority at the facility as to whether the employee should return to work if the Bureau designated medical official concurs.
- d. Per applicable Bureau policy, the Employer will make an effort to assign an employee available work within temporary limitation placed on his performance by his/her medical practitioner. The Employer will require written substantiation of the limitations.

e. Employees should immediately notify their supervisor when they have been injured in the performance of his/her duties. When this occurs, he/she will be informed by the Employer of the procedures for filing a claim for benefits under the Federal Employees Compensation Act. Information will be provided regarding the type of benefits available, including specific reference to his/her option to file a claim for disability compensation or use accrued leave if he/she is disabled for work.

## **SECTION 6. Safety Inspection**

a. The Employer, or Employer's agent or contractor, shall annually conduct a walk through inspection of all areas. Upon request, a Union representative may accompany the Employer's representative during the inspection of work areas where bargaining unit employees are located, and shall be on official time during the inspection. The Employer will notify the union in advance of the inspection, including the identification of the Employer's designated representative, agent, or contractor. In addition to the annual inspection, the Employer will initiate an inspection of conditions reported by the Union in a timely manner in accordance with OSHA regulations. An inspection schedule can be obtained from OEHS.

b. The Employer shall ensure the prompt abatement of unsafe and unhealthful conditions (if it is determined by the Bureau or OSHA that such exists).

## **SECTION 7. Periodic Relief**

Consistent with workload demands and management's right to assign work, employees using video terminals or continuously performing repetitive physical tasks for extended periods during the course of a day are allowed periodic relief in the form of work breaks and/or assignment to other tasks.

## **SECTION 8. Noise and Air Control**

a. The Employer shall ensure that an effective hearing conservation program that meets or exceeds the current OSHA occupational noise exposure regulation, 29 CFR 1910.95 is in place. In cases where employees are exposed to noise levels in excess of an 8-hour time weighted average sound level of 85 decibels, engineering controls, administrative controls, and PPE will be used to control the employee's noise exposure.

b. The Employer shall maintain air quality at levels consistent with applicable regulations. Consistent with resource availability and Employer determined priorities, air in work places of bargaining unit employees will contain a minimum of toxins and airborne irritants.

## **SECTION 9. Changes in Safety Policy and Practices**

Prior to notifying bargaining unit employees of changes in safety policies and/or practices, the Employer will notify NTEU of the change, either through the Joint Labor-Management Partnership Council, or through a notice to the Union. The Union reserves the right to bargain in accordance with law, rule, or regulation.

The Employer agrees that the Union should have the ability to contribute meaningfully to the safety program. Therefore, the Union's input and participation in maintaining a clean working environment is encouraged.

## **ARTICLE 24**

### **EQUAL EMPLOYMENT OPPORTUNITY**

#### **SECTION 1. General**

(a) The Employer and the Union reaffirm their commitment to the principles of Equal Employment Opportunity, and to that end agree to support a positive program to realize that objective.

(b) The Employer will prominently post on a Bulletin Board in each facility EEO policies and contact information to include the name of the Bureau EEO Officer and Specialists.

#### **SECTION 2. Workforce Statistics**

Upon request, the Union will be furnished a copy of the Bureau's workforce document containing employment statistics. The workforce statistics will encompass all Bureau Employees.

#### **SECTION 3. Representation**

Employees shall be entitled to representation of their choice, subject to limitations set forth in law, on official time, upon request, in all meetings with an EEO Specialist. This request for representation and official time extends to the investigative and hearing stage, as needed, if issue is not resolved informally and the employee files an appeal

#### **SECTION 4. Voluntary ADR Mediation (Alternative Dispute Resolution)**

a. Either party may request ADR mediation after the initial filing of an EEO complaint. Employee participation in this procedure is purely voluntary in nature.

b. A Federal Mediation and Conciliation Service (FMCS) mediator, shared neutral, or an in-house trained ADR mediator will be used unless another mediator is chosen by mutual agreement. This procedure shall be at no cost to the parties.

c. All appropriate matters subject to the EEO complaint procedures may be suitable for inclusion in the ADR mediation process.

d. The complainant and/or his/her representative are entitled to be present during the ADR mediation conference in an advisory capacity.

e. The EEO pre-complaint processing period may be extended up to 90 days.

f. Nothing in these procedures shall stay or delay an action, either disciplinary or adverse.

- g. Proceedings before the mediator will be informal. Rules of evidence shall not apply nor is the mediator's role to judge the merit(s) of the complaint. No documents/records or testimony made during the mediation may be used in any other proceeding unless otherwise mutually agreed to in writing by both parties.
- h. The parties may be represented by a representative of their choice, subject to limitations set forth in law; however, discussion shall be open to all participants.
- i. The parties will present a brief written or oral statement to the ADR mediator stating the facts, the issue, remedy requested and providing arguments in support of their positions at the beginning of the ADR mediation conference.
- j. The ADR mediator will have the authority to meet separately with either party.
- k. Complaints not resolved through voluntary ADR mediation may proceed through the EEO process in accordance with the appropriate EEO and Bureau policies and procedures.
- l. Any materials presented to the ADR mediator shall be returned to the party presenting the materials at the termination of the ADR mediation conference.
- m. ADR mediation conferences will occur at a location which is agreeable to the parties and the mediator.

## **SECTION 5. Reasonable Accommodation**

Pursuant to 29 C.F.R. § 1614.203, it is the policy of the Bureau to make reasonable accommodation to known physical or mental limitations of qualified applicants or employees with disabilities, unless it can demonstrate that the accommodations would impose an undue burden on the operations of the Bureau's programs. The employee's request for reasonable accommodation must include appropriate medical documentation supporting the request and proposed accommodations. Medical documentation will be provided in accordance with Privacy Act and the Health Insurance Portability and Accountability Act (HIPPA) requirements. Reasonable accommodation includes, but is not limited to, the provision of readers, interpreters, and personal assistants (e.g. mobility assistance, including travel, rather than assistance in performing job duties). The employer will respond to an employee's request for reasonable accommodations within five workdays of receipt of the request. The response may be an acknowledgment of receipt, a request for more information, or a request for additional medical documentation. If additional time is necessary to respond to the request, the reasons for the delay and approximate time frame for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided in writing.

The Employer recognizes that addiction to alcohol and other drugs are treatable illnesses from which job performance impairment may result. Employees who are qualified individuals with an alcohol or drug-related disability shall receive the same consideration

and/or opportunities for reasonable accommodation of their handicaps that is extended to employees who are qualified individuals with a disability due to other causes. Appropriate leave for treatment, counseling and rehabilitation purposes, shall be granted in accordance with law, regulation, and policy where appropriate.

**ARTICLE 24A**  
**EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1. General**

The Employee Assistance Program (EAP) is established to provide counseling assistance and referral services to employees who are experiencing personal and work-related problems. EAP addresses a broad and complex body of issues affecting mental and emotional well-being, such as alcohol and other substance abuse, stress, grief, family problems, and psychological disorders.

**SECTION 2. Employee Rights**

No employee shall have his or her job security or promotion opportunities jeopardized by his or her request for counseling or referral services, except as prescribed by law.

**SECTION 3. Supervisor Referral**

When a supervisor, through regular job contact with an employee, observes that he or she is experiencing difficulties in conduct or in performing the duties of his or her position, the supervisor will discuss the deficiencies with the employee. If the supervisor has reason to believe that the deficiencies may be related to an issue(s) addressed by the EAP, the employee may be referred to the EAP.

**SECTION 4. Employer Rights**

Nothing in this Article shall require the Employer to take any actions or accommodate any employee where such actions or accommodations would lead to undue hardship on the Employer under 29 CFR 1613.2(p), or would be inconsistent with law.

**SECTION 5. EAP Services**

Upon request, the Bureau's EAP Coordinator will provide information on EAP services to Union representatives.

## ARTICLE 25

### FACILITIES AND SERVICES

#### SECTION 1. Personnel Manuals

The Employer agrees to provide ready electronic access to the Treasury and Bureau policies and other publications.

#### SECTION 2. Office Space and Other Resources

The Employer will make available to the Union two locking file cabinets for the Union's use. Bureau security regulations shall apply.

The Employer will provide the Union with exclusive office space within its premises of approximately 200 square feet until such time as production relocates to a new facility or renovation begins in the current facility. At that time, the Employer will provide the Union with at least 14 days' notice that its office space will become unavailable, and the union may submit a request for office space which the Employer will consider. The Employer will provide the Union with shared office space in the Fort Worth, Texas facility. The offices will be designed to provide privacy to the Union or those dealing with Union and shall have a lockable door. Until such time as production relocates to a new facility or renovation begins in the current facility, the Employer will provide the following at the Washington, D.C. facility:

1. a telephone with telephone service;
2. one bookcase;
3. a desk;
4. a conference table, and at least six chairs;
5. computer with appropriate word processing software;
6. and printer.

The Employer authorizes the Union to reserve and use bureau facility space (e.g. conference rooms, computer lab, employee dining room, etc.) via established bureau procedures and governance.

To ensure that employee representatives have a reasonable opportunity to communicate with employees, other Union representatives, and management officials, the Employer agrees that Union chapter representatives may use existing BEP telephones to make calls or for phone calls necessary to the implementation of this Agreement, when such use does not interfere with the BEP's mission.

### **SECTION 3. Bargaining Unit Report**

Upon request via email, the Employer will furnish electronically to the local chapter and the National Union a quarterly list of employees in the bargaining unit, which will contain the names, grades and step, position titles, work location and organization codes.

### **SECTION 4. Copies of Agreement**

The Employer agrees to provide ready electronic access to this Agreement to all bargaining unit employees. Upon execution of this Agreement, the Employer will print in a bound format one hundred (100) copies of the Agreement for distribution to the Union, and will provide both the National Office and the local chapter with a copy of the agreement electronically.

Each new employee in the bargaining unit will be given information on how to access the electronic copy of the Agreement.

### **SECTION 5. Bulletin Boards**

The Employer agrees to provide the Union with an official bulletin board in each building for its exclusive use under a heading entitled "NTEU Chapter 201". Distribution boxes will be provided for distribution of Union literature, located adjacent to each Union bulletin board.

Literature posted or distributed within the Bureau must not violate any law, applicable regulations, policies, governance, or compromise the security of the Bureau. Posting is not permitted in areas not specifically authorized.

### **SECTION 6. Employee Information Regarding Rights and Benefits**

The Union and the Employer recognize that employees should be informed of their rights and benefits. Employees seeking information regarding employee rights and benefits should contact their servicing Human Resources office and/or its shared services provider.

### **SECTION 7. New Employees**

All employees new to the bargaining unit will be informed by the Employer that Chapter 201 of NTEU is the exclusive representative of employees in the Unit. The Union shall be permitted to have an informational meeting with new employee(s) for twenty (20) minutes during orientation sessions for new hires. The Union will be informed of the dates and times that orientation sessions for new hires (employees) will be held by the Employer in advance, and will be given an opportunity to attend such sessions using reasonable official time.

The Employer agrees to furnish each new employee in the Unit at the beginning of their first full day of work information on how to access the electronic copy of this Agreement.

Upon request, the Agency will provide the Union a report via the Agency's shared services provider of current employees who have been newly assigned to the bargaining unit.

## **SECTION 8. Photocopying and Facsimile**

The Union will have reasonable access to the Employer's photocopying equipment. The term "reasonable" as used in this section includes consideration of such matters (but is not limited to) the frequency of use, the cost of copying, the quantity of documents, and the color usage. Union representatives will have reasonable access to the Employer's fax services to transmit and receive fax communications from the NTEU National and Field Offices, the Bureau's Fort Worth Facility, and employees whom the Union represents. The Union agrees that these services should be used reasonably where deadlines are a factor. Upon reasonable advance request, the Union may reserve a meeting space on the Employer's premises available per established procedures and governance.

## **ARTICLE 26**

### **DUES WITHHOLDING**

#### **SECTION 1. General**

This Article is for the purpose of permitting employees who are members of the Union to pay dues through the authorization for voluntary allotments from their compensation and covers all eligible employees: (1) who are represented under this recognition; (2) who are members in good standing of the Union; (3) who voluntarily complete the appropriate allotment form (SF-1187); and (4) who receive compensation sufficient to cover the total amount of the allotment.

#### **SECTION 2. Union Responsibilities**

The Union agrees to assume the responsibilities for:

(a) Informing and educating its members on the voluntary nature of the system for the allotment of Union dues, including the conditions under which the allotment may be revoked;

(b) Purchasing and distributing to its members SF-1187;

(c) Notifying the Employee and Labor Relations and Performance Management Division (EPMD) in writing of:

1. The names and titles of officials authorized to make the necessary certification of SF-1187 in accordance with this Article;

2. The name, title, and the address of the allottee to whom remittances should be sent, including how the check should be made out if applicable; or account routing information;

3. Any change in the amount of membership dues (see Section 4a); and

4. The name of any employee who has been expelled or ceases to be a member in good standing of the Union within 10 days of the date of such final determination.

(d) Forwarding properly executed and certified SF-1187 to the EPMD on a timely basis;

(e) Promptly forwarding an employee's revocation (memorandum or SF-1188) to the EPMD when such revocation was submitted to the Union.

### **SECTION 3. Employer Responsibility**

The Employer is responsible for:

- (a) Permitting and processing voluntary allotments of dues in accordance with this Article;
- (b) Withholding dues on a biweekly basis;
- (c) Notifying the employee and the Union when an employee is not eligible for an allotment because the employee is not included under the recognition on which the Agreement is based. The EPMD is responsible for this notification;
- (d) Withholding new amounts of dues upon certification from the authorized Union official.
- (e) Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the EPMD;
- (f) Upon request, providing the following information on the remittance listing:
  - 1. The name of each employee for whom deduction is being made, or who has authorized a deduction to be made, during the current pay period, plus the name of each employee for whom amounts are not being deducted in the current pay period.
  - 2. For each employee or group of employees the following information will be given to the extent applicable:
    - (a) Identification of the employee by local union;
    - (b) Amount withheld;
    - (c) No deduction because employee has been separated, transferred, or reassigned outside the recognition area covered by the agreement to withhold dues.
  - 3. The amount deducted.

### **SECTION 4. Dues Processing**

- 1. The effective dates for actions under this Article are as follows:
  - (a) Starting dues withholding: Beginning of first pay period after date of receipt of properly executed and certified SF-1187;
  - (b) Change in amounts of: Beginning of first pay period after receipt of certification.

## 2. Revocation by employee (beyond one year):

(a) Revocation notices for employees who have had dues allotments in effect for more than one (1) year must be submitted to the payroll office during USDA pay period fifteen (15) each year. Revocations will become effective no later than USDA pay period eighteen (18).

(b) Revocations may only be effected by submission of a completed SF-1188 that has been signed by the Chapter President or Chapter Vice President. If the SF-1188 is not signed, the Employer shall return the SF-1188 to the employee and direct the employee to the Chapter President or Chapter Vice President for signature.

(c) SF-1188s that are returned by an employee prior to the end of pay period 18 will be effective in pay period 18. To revoke such dues withholding, employees must have had dues withheld for at least one (1) year.

## 3. Revocation by employee (within one (1) year):

(a) Revocation notices for employees who have not had dues allotments in effect for one (1) year must be submitted on or before the one (1) year anniversary date of their dues allotment. The SF-1188 will become effective the first full pay period after the employee's anniversary date.

(b) Revocations may only be effected by submission of a completed SF-1188 that has been signed by the Chapter President or Chapter Vice President. If the SF-1188 is not signed, the Employer shall return the SF-1188 to the employee and direct the employee to the Chapter President or Vice President for signature.

## 4. Termination of Dues Withholding

(a) Termination due to loss of membership in good standing: Beginning of first pay period after date of receipt of notification.

(b) Termination due to loss of recognition on which allotment was based: Beginning of first pay period following loss of recognition.

(c) Termination due to separation or movement to recognition area not covered by this Agreement: (1) if action is effective first day of a pay period, termination of allotment will be at end of preceding pay period; (2) if action is effective on any day other than first day of a pay period, termination of allotment will automatically be at end of pay period.

## **SECTION 5. Deduction by Back Pay Award**

(a) Subject to the provisions of subsection 5b, the Employer will deduct Union dues from an employee's back pay award when the employee has an allotment for dues withholding in effect at the time of the action giving rise to the back pay.

(b) Employees who have been terminated from employment and who are subsequently reinstated with back pay, will have their dues withheld from their back pay award only if requested by the employee.

## **ARTICLE 27**

### **DISCIPLINARY AND ADVERSE ACTIONS**

#### **SECTION 1. General**

A. Employees will be subject to discipline only for such cause as will promote the efficiency of the service.

B. A disciplinary action for the purpose of the Article is defined as a written reprimand, or a suspension of 14 days or less.

#### **SECTION 2. Douglas Factors**

A. In taking disciplinary action, the Employer may give consideration to the following circumstances or factors, which are generally recognized as relevant:

- (1) The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- (2) the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- (3) the employee's past disciplinary record;
- (4) the employee's past work record including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties;
- (6) consistency of the penalty with those imposed upon other employees for the same or similar offense;
- (7) consistency of the penalty with Bureau's published table of penalties;
- (8) the notoriety of the offense or its impact on the reputation of the Employer;
- (9) the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;

(10) potential for the employee's rehabilitation;

(11) mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairments, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

(12) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

B. Not all of these factors will be pertinent in every case, and frequently in the individual case some of the pertinent factors will weigh in the appellant's favor while others may not or may even constitute aggravating circumstances. In determining which disciplinary/adverse action to impose in a particular case, the Employer will strike a responsible balance, within tolerable limits of reasonableness, among those factors.

### **SECTION 3. Weingarten Rights**

Employees have the right to be represented by the Union upon request at any examination of the employee by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee. Once the employee requests Union representation, he/she will be given a reasonable amount of time to secure such representation before the examination proceeds.

### **SECTION 4. Information Relied Upon**

A. An employee will, in a disciplinary action, and upon request, be furnished a copy of that portion of all written documents which contain evidence relied upon by the Employer in formulating the charges and specifications or reasons supporting the proposed action.

B. The Employer will also supply, upon request, the employee with a copy of those portions of written documents that are favorable to the employee and related to the specifications, charges or reasons. Such information shall be supplied in a manner consistent with the requirements and provisions of the Privacy Act. (5 USC § 552a).

C. If probable cause exists, and is demonstrated to the arbitrator by the Union on appeal, that documents that are favorable to the employee and relevant to the specifications have not been furnished by the Employer, upon the request of the arbitrator, the information will be furnished to him/her for an "in camera" inspection to be made in conformity with the Privacy Act (5 USC § 552a).

Material determined by the arbitrator to be favorable which was not previously furnished to the Union will be furnished to the Union at that point unless the material is subject to the attorney client privilege or the attorney work product privilege.

## **SECTION 5. Emergency Suspensions**

Emergency suspensions shall be effectuated in accordance with appropriate laws and regulations.

## **SECTION 6. Procedures**

When the Employer proposes to suspend an employee for 14 days or less the following procedures will apply:

- (a) The Employer will provide the effected employee with 15 calendar days advance written notification of the proposed action before it takes effect.
- (b) The written proposal will contain any and all reasons for the discipline stated specifically and in detail.
- (c) The material on which the notice of proposal of disciplinary action is based including statements of witnesses, documents and investigative reports or extracts will be assembled, copied, and given to the employee at the time the proposal is delivered. With respect to security footage, if any, the employee will be given the footage upon which the proposal is based either at the time the proposal is delivered or within a reasonable period of time.
- (d) The employee will be given 10 calendar days from the date he/she received the notice of proposed discipline in which to deliver an oral/or written reply. Reasonable request for extensions will be granted. The written proposal will advise the employee that he/she has the right to representation when making a reply.
- (e) The employee and his/her representative will be given a reasonable amount of official time to prepare replies described above.
- (f) In delivering a reply, the employee may make any representation he/she believes might sway the final decision in the matter.
- (g) Where an employee chooses to make an oral reply, the reply will be heard by a higher-level management official than the official who issued the notice of proposed disciplinary action. The Employer shall prepare a summary of any oral reply. The written summary shall be sent to the employee's representative. The employee's representative shall have three (3) work days from receipt of the written summary to send corrections of the summary to the Employer. Nothing in this provision prevents NTEU from having the oral reply recorded by a stenographer paid for by NTEU. In such circumstances, the stenographic record will be provided to BEP.

(h) The final decision letter will contain the Employer’s detailed findings with respect to each reason and specification made against the employee in the notice of proposed action.

(i) Where management has relied upon witnesses to support the reasons and notice of proposed disciplinary action, the Employer will make those witnesses available to the extent it has control over them, for the employee or designated Union representative to question prior to the delivery of the employee’s oral or written reply.

(j) In cases where a suspension is proposed for reasons of off-duty misconduct, the Agency’s written notification provided for above will also contain a statement describing the nexus between the off-duty misconduct and the efficiency of the service.

(k) In the event the employee chooses anyone other than an NTEU representative to present an oral reply, NTEU will be invited to the oral reply as an observer.

### **SECTION 7. Abeyance of Discipline**

The Employer may hold in abeyance for a reasonable period of time any disciplinary action more serious than a written reprimand while other personnel actions are being considered.

### **SECTION 8. Additional Copy for Employee**

When a notice of proposed disciplinary or final decision letter is issued to any employee the employee will receive an additional copy which states at the top of the first page:

“THIS COPY MAY AT YOUR OPTION BE FURNISHED TO YOUR NTEU REPRESENTATIVE. A SANITIZED COPY OF THIS INFORMATION WILL BE PROVIDED TO THE UNION.”

### **SECTION 9. Letters of Reprimand**

A letter of reprimand will be maintained in an employee’s electronic Official Personnel Folder (eOPF) for no longer than one year from date of issuance. However, if the matter which was cause for the discipline is corrected the letter may be removed upon the employee’s request at the discretion of the supervisor.

### **SECTION 10. Appeal Procedures**

A. Any suspension may be appealed directly to arbitration in accordance with Article 29 of the Labor-Management Agreement. In any appeal of a suspension, the union or employee may elect either arbitration or another forum with jurisdiction, but not

both. If the Union elects to appeal a suspension, arbitration must be invoked within thirty (30) calendar days of the Union's receipt of the Employer's final decision. Any other disciplinary action may be appealed through the grievance procedures set out in Article 28.

B. The following general standards shall apply to such appeals:

- (1) An employee will have the right to raise any defense to a disciplinary action allowed by law or regulation;
- (2) The parties agree that the jurisdiction and authority of the arbitrator and the award will be confined exclusively to the validity of the disciplinary action;
- (3) The arbitrator's decision will be final and binding and he/she will have the authority to make the employee whole, if necessary, to the extent that such remedy is not limited by statute or higher level authority;
- (4) In accordance with MSPB case law, the Employer shall bear the burden of proof by a preponderance of the evidence.

### **SECTION 11. Written Warnings**

Written warnings are non-disciplinary counseling statements and shall not be placed in an employee's Office Personnel File. Written warnings shall not be used to justify a disciplinary action or penalty if the warning occurred more than one year prior to the latest action.

### **SECTION 12. Redacted Copies to Union**

The Employer will provide the Union with redacted copies of all disciplinary and adverse action proposal and decision letters given to bargaining unit employees upon request. These copies will be provided to the Union regardless of whether the employee is represented by the Union.

**ARTICLE 27A**  
**ADVERSE ACTIONS**

**SECTION 1. General**

A. Employees will be subject to adverse actions only for such cause as will promote the efficiency of the service.

B. An adverse action for the purpose of this Article is defined as a removal, a suspension for more than 14 days, a reduction in grade or pay, or a furlough of 30 days or less.

**SECTION 2. Douglas Factors**

A. In taking an adverse action, the Employer will give due consideration to circumstances or factors relevant to each situation. Factors generally recognized as relevant include the following:

- (1) The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- (2) the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, and prominence of the position;
- (3) the employee's past disciplinary record;
- (4) the employee's past work record including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- (5) the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the Employer's confidence in the employee's ability to perform assigned duties;
- (6) consistency of the penalty with those imposed upon other employees for the same or similar offense;
- (7) consistency of the penalty with Bureau's published table of penalties;
- (8) the notoriety of the offense or its impact on the reputation of the Employer;
- (9) the clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- (10) potential for the employee's rehabilitation;

(11) mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairments, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

(12) the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

B. Not all of these factors will be pertinent in every case, and frequently in the individual case some of the pertinent factors will weigh in the appellant's favor while others may not or may even constitute aggravating circumstances. In determining which adverse action to impose in a particular case, the Employer will strike a responsible balance, within tolerable limits of reasonableness, among those factors.

### **SECTION 3. Weingarten Rights**

Employees have the right to be represented by the Union upon request at any examination of the employee by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee. Once the employee requests Union representation, he/she will be given a reasonable amount of time to secure such representation before the examination proceeds.

### **SECTION 4. Information Relied Upon**

A. An employee will, in an adverse action, and upon request, be furnished a copy of that portion of all written documents which contain evidence relied upon by the Employer in formulating the charges and specifications or reasons supporting the proposed action.

B. The Employer will also supply, upon request, the employee with a copy of those portions of written documents that are favorable to the employee and related to the specifications, charges or reasons. Such information shall be supplied in a manner consistent with the requirements and provisions of the Privacy Act. (5 USC § 552a).

C. If probable cause exists, and is demonstrated to the arbitrator by the Union on appeal, that documents that are favorable to the employee and relevant to the specifications have not been furnished by the Employer, upon the request of the arbitrator, the information will be furnished to him/her for an "in camera" inspection to be made in conformity with the Privacy Act (5 USC § 552a).

Material determined by the arbitrator to be favorable which was not previously furnished to the Union will be furnished to the Union at that point unless the material is subject to the attorney client privilege or the attorney work product privilege.

## **SECTION 5. Emergency Suspensions**

Emergency suspensions shall be effectuated in accordance with appropriate laws and regulations.

## **SECTION 6. Adverse Action Procedures**

When the Employer proposes to suspend an employee for 14 days or more the following procedures will apply:

(a) The Employer will provide the effected employee with 30 calendar days advance written notification of proposed action unless the Employer exercises an exception to the 30 days advance written notice requirement authorized by 5 CFR 752.404 (d) (1).

(b) The written proposal will contain any and all reasons for the discipline stated specifically and in detail;

(c) The material on which the notice of proposal of disciplinary action is based including statements of witnesses, documents and investigative reports or extracts will be assembled, copied, and given to the employee at the time the proposal is delivered. With respect to security footage, if any, the employee will be given the footage upon which the proposal is based either at the time the proposal is delivered or within a reasonable period of time.

(d) The employee will be given 20 calendar days from the date he/she received the notice of proposed discipline in which to deliver an oral/or written reply. Reasonable requests for extensions will be granted. The written proposal will advise the employee that he/she has the right to representation when making a reply.

(e) The employee and his/her representative will be given a reasonable amount of official time to prepare replies described above.

(f) In delivering a reply, the employee may make any representation he/she believes might sway the final decision in the matter.

(g) Where an employee chooses to make an oral reply, the reply will be heard by a higher level management official than the official who issued the notice of proposed disciplinary action. The Employer shall prepare a summary of any oral reply. The written summary shall be sent to the employee's representative. The employee's representative shall have three (3) work days from receipt of the written summary to send corrections of the summary to the Employer. Nothing in this provision prevents NTEU from having the oral reply recorded by a stenographer paid for by NTEU. In such circumstances, the stenographic record will be provided to BEP.

(h) The final decision letter will contain the Employer's detailed findings with respect to each reason and specification made against the employee in the notice of proposed action.

(i) Where management has relied upon witnesses to support the reasons and notice of proposed disciplinary action, the Employer will make those witnesses available to the extent it has control over them, for the employee or designated Union representative to question prior to the delivery of the employee's oral or written reply.

(j) In cases where an adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification provided for above will also contain a statement describing the nexus between the off-duty misconduct and the efficiency of the service.

(k) In the event the employee chooses anyone other than an NTEU representative to present an oral reply, NTEU will be invited to the oral reply as an observer.

### **SECTION 7. Abeyance of Adverse Action**

The Employer may hold in abeyance for a reasonable period of time any adverse action while other personnel actions are being considered.

### **SECTION 8. Additional Copy for Employee**

When a notice of proposed adverse action or final decision letter is issued to any employee the employee will receive an additional copy which states at the top of the first page:

“THIS COPY MAY AT YOUR OPTION BE FURNISHED TO YOUR NTEU REPRESENTATIVE. A SANITIZED COPY OF THIS INFORMATION WILL BE PROVIDED TO THE UNION.”

### **SECTION 9. Appeal Procedures**

A. Any adverse action may be appealed directly to arbitration in accordance with Article 29 of the Labor-Management Agreement. Adverse actions may be appealed to the MSPB in accordance with applicable law, rule, or regulation. In any appeal of a suspension, the union or employee may elect either arbitration or another forum with jurisdiction, but not both. If the Union elects to appeal an adverse action, arbitration must be invoked within thirty (30) calendar days of the Union's receipt of the Employer's final decision.

B. The following general standards shall apply to such appeals:

- (1) An employee will have the right to raise any defense to an adverse action allowed by law or regulation;
- (2) The parties agree that the jurisdiction and authority of the arbitrator and the award will be confined exclusively to the validity of the disciplinary action;
- (3) The arbitrator's decision will be final and binding and he/she will have the authority to make the employee whole, if necessary, to the extent that such remedy is not limited by statute or higher level authority;
- (4) In accordance with MSPB case law, the Employer shall bear the burden of proof by a preponderance of the evidence.

**SECTION 10. Redacted Copies to Union**

The Employer will provide the Union with redacted copies of all adverse action proposal and decision letters given to bargaining unit employees upon request. These copies will be provided to the Union regardless of whether the employee is represented by the Union.

**ARTICLE 28**  
**GRIEVANCE PROCEDURE**

**SECTION 1. General**

A. Except as excluded pursuant to Section B below, for the purpose of this Article, grievance means any complaint:

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

B.

Excluded from the coverage of the Article will be those matters relating to:

1. Any claimed violation of Subchapter III of Chapter 73 of Title VII of the CSRA of 1978 (relating to prohibited political activities);
2. The classification of any position which does not result in the reduction in grade or pay of an employee;
3. Retirement, life insurance, or health insurance;
4. Suspension or removal for national security reasons;
5. Any examination, certification or appointment;
6. Matters relating to RIF and denial of within grade increases;
7. The content of any government-wide regulation;
8. Any matter decided by the Office of Workers' Compensation Programs (OWCP), Department of Labor;
9. Decisions made pursuant to the Freedom of Information Act (FOIA) or the Privacy Act, except those made in connection with an information request filed under 5 U.S.C. § 7114(b)(4);
10. An oral counseling or Letter of Warning;
11. Separation or termination of an employee during a probationary or trial period;

12. Decisions made regarding an employee's suitability or fitness for Federal Employment;
13. The decision to suspend, deny, or revoke an employee's security clearance or an employee's authorization to occupy a sensitive national security position;
14. A preliminary warning or proposal of an action which, if effected would be covered under this procedure or under a statutory appeals procedure;

C. Grievances may be initiated by employees, singly or jointly; by the Union for itself or by the Union on behalf of employees.

D. This negotiated grievance procedure shall be the exclusive procedure for bargaining unit employees to seek redress on matters covered, except in cases of adverse action, actions based on unacceptable performance, and EEO Complaints, where the employee may choose either the negotiated grievance procedure or the appropriate statutory appeals procedure, but not both.

E. Employees who believe they have been illegally discriminated against on the basis of race, color, religion, sex, national origin, age, disability, sexual orientation, parental status, or protected genetic information have the right to raise the matter under the statutory procedure of the negotiated grievance procedure of the Agreement, but not both.

F. When the employee elects to raise the matter under the negotiated grievance procedure, the grievance shall specify the specific nature of the discrimination (for example, race or religion), the facts upon which the allegations are based, and the name(s) of the alleged discriminating official(s). This information must be raised at step 1 of the grievance procedure. However, the parties may agree to join the allegation to a grievance in process. In cases arising under Articles 27, 27A or 33 in which discrimination is alleged, this information must be presented in writing at the oral/written reply stage, even if no other oral/written reply is presented, in order for the allegation of discrimination to be grieved or arbitrated under the terms of this Agreement.

## **SECTION 2. Representation**

A. It is understood that any employee processing a grievance under this Article shall be limited to Union representation, self-representation, or a representative approved by the Union, including representatives from NTEU's National Office. If an employee presents a grievance without Union representation, the Union will be given the opportunity to be present at all "formal discussions" of the grievance and at the "adjustment" of the grievance (e.g., settlement). The Union shall be given at least two (2) work days' notice of such meetings when possible. The parties agree that an adjustment must not be inconsistent with the terms and conditions of this Agreement.

B. The grievant and his/her representative shall be granted a reasonable amount of official time to prepare and present the grievance. Use of such time will be governed by the provisions in Article 6.

C. In meetings held pursuant to the terms of this Article, each party will be represented by a reasonable number of representatives that will promote discussion of relevant issues and protect the interests of each party. Consistent with Article 6, Section 6, the number of Union representatives will be along the following guidelines:

Step I: one representative

Step II: one representative

Step III: A number of representatives equal to the number of Employer representatives, subject to a maximum of three (3)

D. The employer recognizes and endorses the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee will not cause any adverse reflection on the employee's loyalty or desirability to the organization. In the exercise of this right, employees, Union representatives, and witnesses shall be free from any and all restraint, intimidation, interference, coercion, discrimination, or reprisal.

E. Grieving employees will have the right to be accompanied, represented, or advised by the Union at any stage of the proceeding. The Employer will not impose any restraint, interference, coercion, or discrimination against any employee in the exercise of his/her right to designate a Union Representative for the purpose of representing to the Employer any matter of concern over the interpretation or application of this Agreement, or of representing this employee before any Government Agency or official other than the Employer.

### **SECTION 3. Terminology**

A. The term "designated Union representative" as used in the Article shall mean any one of the following Union representatives:

1. President;
2. Chief Shop Steward;
3. Union Stewards;
4. Other individuals authorized by the Union to act on its behalf.

B. The term "First Line Supervisor" normally means the employee's immediate supervisor or equivalent.

C. The term “Second Line Supervisor” normally means the immediate supervisor of the First Line Supervisor or equivalent.

D. The term “Third Line Supervisor” normally means the immediate supervisor of the Second Line Supervisor or equivalent.

E. Work days mean non-premium, non-overtime days for Unit employees.

#### **SECTION 4. Procedure**

A. A grievance must be filed within fifteen (15) work days after the occurrence of the matter out of which the grievance arose, or fifteen (15) work days after the date the aggrieved should reasonably have been aware of the occurrence of the matter out of which the grievance arose. The date of the occurrence or date when the aggrieved should reasonably have become aware of the occurrence, shall not be counted in computing timeliness.

B. Challenges based on the timeliness of a grievance as required by sub-section “A” above may be made only during the response at the initial step. However, such challenges will not serve to block further processing of the grievance or consideration of its merits.

C. The written grievance shall include the following:

1. Date Submitted;
2. Name of the grievant and his/her representative, if appropriate
3. An account of the incident giving rise to the grievance;
4. A reference to the article and section of the Agreement, policy or procedure alleged to have been violated; and
5. A detailed statement of the specific remedy sought.

D. The grievant or his/her representative may amend the grievance to include new issues, if during the first step, information is uncovered which indicated the appropriateness of revising the focus of the grievance. Such amendment must be in writing and must be submitted to the Step 1 official within the time-frame specified for the issuance of the Step 1 decision. The scope and the issues may not, thereafter, be amended absent mutual agreement.

## **STEP I.**

The grievance will be first presented in writing to the immediate supervisor. However, in the case of a grievance concerning a leave denial, within grade increase denial, an adverse action, disciplinary action, or an action based on unacceptable performance, the grievance will be filed with the official who issued the final decision in the matter. The grievance may be submitted by the aggrieved and/or the Union representative. If either party elects to hold a meeting it shall take place within ten work days after the grievance is filed. The supervisor shall issue a written decision that addresses each allegation in the grievance within ten work days following the meeting. In the event neither party elects to hold a meeting, the supervisor shall issue a decision in writing ten work days after the filing of the grievance.

## **STEP II.**

An employee dissatisfied with the answer provided in Step I may appeal the grievance in writing within ten work days to the next administrative level. The written appeal will describe the basis for the appeal and outline points in the Step 1 decision with which the employee disagrees. If such appeal is made, either party may request a meeting be held to discuss the matter or they may mutually agree that no meeting be held. If either party elects to hold a meeting, it shall take place within ten work days of the notice of appeal from the aggrieved. The aggrieved will be provided with a written decision that addresses each allegation in the grievance within ten workdays. In the event neither party elects to hold a meeting, the supervisor shall issue a decision in writing ten work days after the filing of the grievance.

## **STEP III.**

An employee dissatisfied with the answer provided in Step II may appeal the grievance in writing within ten work days to the next administrative level. The written appeal will describe the basis for the appeal and outline points in the Step 2 decision with which the employee disagrees. If such appeal is made, either party may request a meeting be held to discuss the matter or they may mutually agree that no meeting be held. If either party elects to hold a meeting, it shall take place within ten work days of the notice of appeal from the aggrieved. The aggrieved will be provided with a written decision that addresses each allegation in the grievance within ten work days. In the event neither party elects to hold a meeting, the supervisor shall issue a decision in writing within ten work days after the filing of the grievance. Normally, an Office Chief's decision in a grievance represents the final step.

E. In cases where the Office Chief is the Step 1 official, the grievance will be advanced to the next administrative level to accommodate a last step.

F. The parties may, at each step of the grievance procedure, call a reasonable number of relevant witnesses. Employee witnesses shall suffer no loss of pay for this service. The aggrieved and/or the designated Union Representative, upon request, shall be permitted to inspect and copy pertinent payroll and other records, with personally identifiable information redacted, for the purpose of substantiating contentions or claims of the parties.

G. Evidence which is relevant to the resolution of the grievance may be introduced at any stage of the proceeding prior to arbitration. However, a good faith effort will be made by both parties to produce evidence at the earliest possible date.

H. The parties recognize the importance of making a complete record during steps of the grievance procedure, including the obligation to produce any and all witnesses who have relevant information on the matter at issue.

I. When Union makes an information request in accordance with 5 USC § 7114, the time limits for filing grievance or taking grievance to later steps will be suspended until the information is delivered. Where the Employer takes the position that it is not obligated to provide the requested information, the time limits will resume when the Employer notifies the Union in writing. In such an event, if the Union successfully appeals the Employer's refusal to provide information, grievances filed based on such information shall be considered timely if filed within fifteen (15) work days of receipt of the information.

J. The parties may mutually agree to waive any item of this procedure.

K. Written responses to grievances shall be served by the Employer on the grievant and designated Union representative, if any.

## **SECTION 5. Voluntary Grievance Mediation**

A. Either party may request mediation after initial filing of a grievance. Participation in this procedure is purely voluntary in nature.

B. An FMCS mediator, shared neutral, or an in-house trained mediator will be used unless mutually agreed to otherwise. This procedure shall be at no cost to the parties.

C. All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.

D. The grievant is entitled to be present at the mediation conference.

E. Contractual time limits shall be extended up to 21 calendar days (from the date of the initial mediation session) to permit grievances to proceed to either the next step or arbitration, if applicable, should mediation be unsuccessful.

F. In the case of disciplinary or adverse actions, voluntary grievance mediation may occur as an intermediary step after the decision of the deciding official but before arbitration, if applicable. However, nothing in these voluntary grievance mediation procedures shall stay or delay an action, either disciplinary or adverse.

G. Proceedings before the mediator will be informal, Rules of evidence shall not apply. No record of the meeting(s) shall be made.

H. The parties may be represented by a representative of their choice; however, discussion shall be open to all participants.

I. 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.

- J. The mediator will have the authority to meet separately with either party.
- K. Grievances not resolved through voluntary grievance mediation may proceed through the grievance procedure to arbitration, if applicable, in accordance with this Agreement. Any arbitration proceeding will be held as if voluntary grievance mediation had not occurred. Nothing said or done by the Parties of the mediator during the voluntary grievance mediation session may be used or referred to during the arbitration proceedings.
- L. Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.
- M. Mediation conferences will occur at a location which is agreeable to the parties and the mediator.

### **SECTION 6. Time Limits**

A. The parties will make every effort to comply with time limits in his procedure. However, recognizing that the purpose of this procedure is to foster amicable solutions to problems in the work place the parties agree to:

- 1. Grant a reasonable request for any extension of time which is timely made, or;
- 2. Extend to one another a grace period of up to two days before either nullifying the grievance or moving to the next step.

B. Time limits delineated in the Article may be extended by mutual consent.

## **ARTICLE 28A**

### **INSTITUTIONAL GRIEVANCES**

#### **SECTION 1. Purpose**

The purpose of this Article is to establish an orderly and uniform procedure for the processing and disposition of institutional grievances stemming from the application of the Agreement or law, rule, and regulation.

#### **SECTION 2. Definition and General Provisions**

A. "Institutional grievance" means any complaint by the Union or the Employer concerning the effect or interpretation, or a claim of breach of the provisions of this Agreement relating to the rights and benefits that accrue to either party. Grievances on behalf of employees, or that relate to the employment of employees, or that concern any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment of employees are not institutional grievances within the meaning of this procedure.

B. "Days" mean calendar days unless otherwise noted.

C. Grievances must be in writing, signed by the appropriate Union official and filed with the Employer within twenty (20) days of the incident that gave rise to the grievance, or within twenty (20) days from the time the Union learned, or should have learned, of the matter out of which the grievance arose. However, where the grievance is for an alleged violation of Chapter 71 of 5 USC the Union will have one hundred eighty (180) calendar days from the incident to file a grievance.

D. Grievances shall include the following:

1. Date submitted;
2. Name of the grievant and his/her representative, if appropriate;
3. An account of the incident giving rise to the grievance;
4. A reference to the article and section of the Agreement, policy or procedure alleged to have been violated; and
5. A detailed statement of the specific remedy sought.

E. The time limits specified for each step of this procedure shall be computed from the day after the receipt of a grievance or an appeal by the Employer, and from the day after the receipt of a response by the Union.

F. Time limits may be extended, and any step of this procedure may be waived by written agreement of the Employer and the Union.

G. Meetings between the Employer and the Union to process grievances under this procedure, shall be on Official Time unless otherwise agreed.

H. Whenever a grievance is processed through a step where, for any reason, no meeting is held, the Employer will issue its response for such step within ten (10) days of the submission of the grievance to that step.

I. Failure by the Union to comply with the provisions of this procedure will have the effect of nullifying the grievance for lack of prosecution. Failure by the Employer to comply with the provisions of this procedure will have the effect of raising the grievance to the next higher step.

J. Each party will be represented by a reasonable number of representatives that will promote discussion of relevant issues and protect the interests of each party. Normally, the number of Union representatives will not exceed four (4), or the number of Management representatives, whichever is less.

### **SECTION 3. Voluntary Grievance Mediation**

A. Either party may request mediation after the initial filing of a grievance. Participation in this procedure is purely voluntary in nature.

B. An FMCS Mediator, shared neutral, or an in-house trained mediator will be used unless mutually agreed to otherwise. This procedure shall be at no cost to the parties.

C. All matters subject to the negotiated grievance procedure are appropriate for inclusion in the grievance mediation process.

D. The grievant is entitled to be present at the mediation conference.

E. Contractual time limits shall be extended up to 21 calendar days (from the date of the initial mediation session) to permit grievances to proceed to either the next step or arbitration, as appropriate, should mediation be unsuccessful.

F. In the case of an institutional grievance, voluntary grievance mediation may occur as an intermediary step after the decision of the deciding official but before arbitration. However, nothing in these voluntary grievance mediation procedures shall stay or delay an action.

G. Proceedings before the mediator will be informal, rules of evidence shall not apply. No record of the meeting (s) shall be made.

H. The parties may be represented by a representative of their choice; however, discussion shall be open to all participants.

I. 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. The mediator will have the authority to meet separately with either party.

J. Grievances not resolved through voluntary grievance mediation may proceed through the grievance procedure to arbitration in accordance with this Agreement. Any arbitration proceeding will be held as if voluntary grievance mediation had not occurred. Nothing said or done by the Parties or the mediator during the voluntary grievance mediation session may be used or referred to during arbitration proceedings.

K. Any materials presented to the mediator shall be returned to the party presenting the materials at the termination of the mediation conference.

L. Mediation conferences will occur at a location which is agreeable to the parties and the mediator.

#### **SECTION 4. Union Procedure**

##### **Step 1**

A. The grievance must be filed with the Chief, Office of Human Resources.

B. Within seven (7) days of the filing of the grievance, the Chief, Office of Human Resources, or designee (and any other management representatives deemed necessary by the Employer) will meet with the Union to discuss the grievance.

C. Within ten (10) days of the meeting, the Chief, Office of Human Resources will issue to the Union a written Step 1 response that addresses each allegation in the grievance decision.

##### **Step 2**

A. If the Union is not satisfied with the response issued at Step 1, the Union may file an appeal with the Associate Director, Management. The written appeal will describe the basis for the appeal and outline points in the Step 1 decision with which the Union disagrees. Such appeal must be filed within ten (10) days of receipt of the decision in Step 1.

B. Within ten (10) days of the filing of the appeal, the Associate Director, Management, or designee (and any other management representatives deemed necessary by the Employer), will meet with the Union to discuss the grievance.

C. Within ten (10) days of the meeting, the Associate Director will issue to the Union a written last-step response that addresses each allegation in the grievance.

#### **SECTION 5. Employer Procedures**

Grievances by the Employer will be submitted in writing to the National President of the Union within twenty (20) calendar days after the particular act or occurrence precipitating the grievance. Upon the request of either party a meeting will be held. The Union will issue a written decision on the grievance within twenty (20) days of submission of the grievance or meeting, whichever is later.

#### **SECTION 6. Arbitration**

A. If either party is not satisfied with the last-step response, they may invoke arbitration, including expedited arbitration.

B. The Union must notify the Director of the Bureau of Engraving and Printing of an invocation pursuant to subsection 5A above the certified mail, return receipt requested, or

by in-hand service within thirty (30) days of receipt by the Union of the last-step response. The Employer must notify the National NTEU President in the same manner.

C. Arbitration of grievances filed under this procedure shall be conducted in accordance with applicable provisions of this Agreement.

**SECTION 7. Grievability, Arbitrability and New Issues**

Except for questions of grievability to arbitrability, issues not raised by either the Employer or the Union at Step 1 of the procedure may not be raised at subsequent steps except by written agreement of the parties.

**SECTION 8. Record and Witnesses**

A. The parties will have the obligation of making a complete record during steps of the grievance procedure including the obligation to produce any and all witnesses who have relevant information to the matter at issue.

B. Evidence and witnesses that are relevant to the resolution of the grievance may be introduced at any stage of the proceeding prior to arbitration.

## **ARTICLE 29**

### **BINDING ARBITRATION**

#### **SECTION 1. General**

Any matter which may be grieved pursuant to Article 28, Grievance Procedure or Article 28A, Institutional Grievances, may be submitted to arbitration for final and binding resolution. Arbitration must be invoked in writing, e.g. by letter, email or facsimile, to the Director no later than 30 calendar days following receipt of the decision of the 3rd step official.

#### **SECTION 2. Arbitrability/Grievability Questions**

Questions of arbitrability /grievability will be resolved by the arbitrator along with the substance of the underlying dispute in the grievance.

#### **SECTION 3. Arbitrator Selection**

A. No later than ten (10) work days following the invocation of arbitration the parties will request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons to serve as arbitrators. The parties shall meet within ten (10) working days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and then shall repeat this procedure. A coin toss shall determine which party shall strike a name first. The remaining name shall be the duly selected arbitrator.

B. Upon selection of the arbitrator in a particular case, the respective representatives for the parties will communicate with the arbitrator and each other in order to select a mutually agreeable date of the arbitration hearing. The parties will schedule the hearing within 60 days after arbitration is invoked.

#### **SECTION 4. Location/Fees/Witnesses**

A. Arbitrations will be held at an Agency facility in reasonable proximity to the geographic locale in which the grievance was filed, or any site mutually agreed to by the parties.

B. Absent mutual agreement, a party that requests postponement of an arbitration proceeding after an arbitrator has been selected and a hearing date scheduled shall pay all fees and costs due and payable to the arbitrator, if any, as a result of the postponement. However, if the parties settle the grievance prior to a final and binding arbitration award going into effect, any and all fees and costs will be equally shared.

C. If an employee is aggrieved due to the receipt of a disciplinary action, the Agency will arrange for involvement in the arbitration of participants such as witnesses,

representatives and subject matter experts via a video conference hookup if they are not located within the commuting area of the arbitration hearing location.

## **SECTION 5. Arbitration Hearing Procedures**

This Section addresses the procedures to be applied by the parties regarding an arbitration hearing.

A. No later than twenty (20) days before the hearing date the parties will:

- (1) Meet in person, by telephone or by video-conference and will use their best efforts to reach a settlement.
- (2) Discuss and attempt to reach agreement on the issues in dispute, in question form that will be presented to the arbitrator.
- (3) Attempt to reach an agreement on joint exhibits and any stipulation of facts concerning the matter being arbitrated.

B. Copies of any documents filed with the arbitrator at any stage of the arbitration proceeding shall be simultaneously served on the other party.

C. The Parties will exchange a list of anticipated witnesses at least five (5) days prior to the first day of the hearing, briefly identifying the relevance of the testimony expected from each witness. Either Party may object to the other party's witnesses on the grounds that the witness's proffered testimony is not relevant, probative or competent. The arbitrator will resolve disputes over the other party's witnesses either before or at the hearing.

D. Bargaining history may not be used in an arbitration hearing unless the party proposing to use it has notified the other party at least twenty (20) days prior to the hearing of its intent to use it. Bargaining history testimony may be provided in person or via telephone, or other telecommunication device, at the discretion of the witness.

E. The arbitration hearing shall be conducted between the hours of 9:00 am and 5:00 pm, Monday through Friday. Absent mutual agreement, the Parties shall be allotted a minimum of thirty (30) minutes mid-day for a lunch break. The Parties may mutually agree to begin the hearing at a time other than 9:00 a.m. or to continue the arbitration hearing beyond 5:00 p.m. but may not be compelled to do so.

F. Arbitration hearings are administrative in nature and not court proceedings. The rules of evidence have only general applicability, but the arbitrator shall exclude irrelevant or unduly repetitious testimony. Except as expressed in this Agreement, the arbitrator shall determine the procedures to be followed at the hearing.

G. The parties may offer such relevant and non-repetitious evidence as they desire, including, but not limited to witnesses, affidavits, and/or exhibits, and shall produce such additional evidence as the arbitrator may deem necessary to an understanding and determination of the dispute. The arbitrator shall be the judge of the relevance and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary.

H. Arbitration hearings shall normally be open hearings. Upon the request of either party, the hearing will be closed to persons having no interest in the dispute. Upon good cause shown the arbitrator may close the hearing. Nothing in this provision shall prevent either party from using a subject matter expert who shall be present during the arbitration proceedings subject to the arbitrator's decision concerning sequestration issues in the event the subject matter expert is also a witness.

I. The invoking Party shall present its case first, except in disciplinary or adverse action cases where the Agency shall present its case first. The invoking Party shall bear the burden of proving its case by a preponderance of the evidence, except in disciplinary or adverse action cases. In adverse action cases, the burdens applied shall be those of the Merit Systems Protection Board (MSPB). In matters covered by 5 U.S.C. § 4303, the burdens applied shall be those established by 5 U.S.C. § 7701(c)(1)(A). In matters covered by 5 U.S.C. § 7512, the burdens applied shall be those established by 5 U.S.C. § 7701(c)(1)(B).

J. The arbitrator may, at his or her discretion, require witnesses to testify under oath or affirmation, and, if requested by either party, shall do so. The arbitrator may sequester witnesses other than the grievant during the testimony of other witnesses as (s)he deems appropriate. The parties' subject matter experts will also be present during the hearing but if they are scheduled to testify, upon request, the arbitrator will make a sequestration decision in accordance with Subsection 5.G. of this Section. (formatting may require different subsection)

K. A verbatim transcript of the hearing shall be made by a qualified reporter unless the Parties mutually agree that one is not needed or unless the expedited arbitration procedures are utilized. Copies of any transcript made shall be provided to the arbitrator, the Union, and the Employer.

L. The filer, his representative, and all employees who are called as witnesses will be excused from duty without charge to leave to the extent reasonably necessary to prepare or testify in the arbitration.

M. Witnesses at a hearing must testify in the presence of the employee and his/her union representative unless waived by the employee and the Employer's representative.

## **SECTION 6. Arbitrator Fees/Expenses of Arbitration**

Unless otherwise provided for in this Article, the parties shall bear equally the arbitrator's fees and expenses of arbitration, including but not limited to the compensation and expenses of the arbitrator, the charge for the transcript and the costs of any non-governmental hearing rooms or facilities that may be used.

## **SECTION 7. Authority of Arbitrator**

This Section describes the Authority of any selected arbitrator deciding a grievance as defined by this Agreement.

A. The arbitrator shall have authority to make all grievability and/or arbitrability determinations.

B. The arbitrator shall have no authority to add to, subtract from, or modify the terms of the Agreement.

C. The scope of the hearing will be limited to all legal issues and defenses presented and remedies requested during the grievance procedure.

### **SECTION 8. Attorneys' Fees/ Back pay/ Interest**

Attorneys' fees, back pay, and interest will be provided in accordance with standards established by the FLRA, MSPB, EEOC, or Federal Court, if applicable.

### **SECTION 9. Expedited Arbitration Procedures**

The parties may agree that the procedures set forth in this Article are too time consuming, formal, and costly for the nature of a particular grievance. In such instances and subject to the other limitations set forth in this Article, the parties may agree to expedited arbitration as follows:

- (1) The hearing, if held, will be conducted within four months of the invocation of arbitration. The arbitrator will be selected in accordance with the procedures in Section 3 of this Article.
- (2) The parties may agree that no transcript will be made and/or the parties may agree that no briefs will be filed. Either party may provide the arbitrator with copies of case law at, or prior to, the hearing.
- (3) The parties by mutual consent may agree that the arbitrator may render a decision based on written submissions without a hearing.
- (4) Normally, the arbitrator will announce his award within 30 days.

### **SECTION 12. Exceptions to Arbitrator's Award**

Either Party may file exceptions to an arbitrator's award to the FLRA under regulations prescribed by the FLRA for this purpose. If neither Party timely files exceptions, the arbitrator's award will be binding. In adverse action arbitrations, the impacted employee may file an appeal to the Federal Circuit. If an exception or appeal is filed, the arbitrator's award will not be implemented until all appeals are exhausted and a final decision is rendered by the FLRA or the court of highest authority to which the case has been appealed.

### **SECTION 13. Waiver/Extension of Time Limits**

Any of the time limits set forth in this Article may be waived or extended by agreement of the parties if such waiver has been confirmed in writing.

## **ARTICLE 30**

### **MID-TERM BARGAINING**

#### **SECTION 1. Purpose**

The provisions of this Article cover the policies, procedures and ground rules to be used by the parties when engaging in collective bargaining. Either party may propose to negotiate over additional ground rules not explicitly covered in this Article. Resolving bargaining issues in an effective and efficient manner is beneficial to the interests of both BEP and NTEU.

#### **SECTION 2. Bargaining Models**

BEP and NTEU will enter all bargaining situations striving to achieve a mutually acceptable outcome through a constructive and non-adversarial approach. While traditional bargaining will serve as the default, the parties are free to utilize any, or a combination of any bargaining models they wish.

#### **SECTION 3. Notice of Intended Changes**

A. Except in cases of emergency, as provided for in the Civil Service Reform Act, the Employer shall provide the Union with reasonable advance notice of intended changes where the reasonably foreseeable effect of the change on the bargaining unit's conditions of employment is more than de minimis in nature. Such notice will inform the Union of the Employer's point of contact for purposes of all matters related to bargaining.

B. In response to the notice provided to the Union by the Employer in Section 3.A. above, the Union may negotiate:

- (1) Procedures which management officials of the Agency will observe in exercising its management rights; and
- (2) Appropriate arrangements for employees adversely affected by the Agency's exercise of its management rights;
- (3) At the election of the Agency, 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; and
- (4) The substance of the change if negotiable under existing law.

#### **SECTION 4. Initiation of Mid-Term Bargaining**

The Union, in accordance with law and the terms of this Agreement has the right to initiate bargaining on its own and engage in mid-term bargaining over proposed changes in conditions of employment.

## **SECTION 5. Method of Delivery**

All notices of intended changes and demands to bargain referenced throughout this Article will be delivered in writing through either personal delivery, electronic mail or by facsimile.

## **SECTION 6. Designated Representative**

A. The Union's designated representative to receive initial bargaining notices is the Chapter President with a copy provided to the Chapter's NTEU Field Representative who will be identified to the Employer in writing.

B. The Employer's designated representative to receive initial bargaining notices is the Manager of the Employee-Labor Relations and Performance Management Division or designee. The designee, if any, will be identified to the Union in writing.

## **SECTION 7. Mid-Term Bargaining Procedures**

A. The moving party will deliver clear and specific notice to the other party's designated representative. The party delivering the notice must include its designated representative for the bargaining.

The advance written notice will include the following:

- 1) A brief description of the desired change and its purpose;
- 2) A brief explanation of how this change will be implemented;
- 3) A brief explanation of why the proposed change is being implemented;
- 4) A description of the anticipated impact on employees;
- 5) The proposed implementation date;
- 6) A point of contact for additional questions or information.

B. Within fourteen (14) days of receipt of such notice the receiving party will either request to bargain or request a briefing. The moving party will conduct a briefing within ten (10) days of the request.

C. Within fourteen (14) days of the submission of the request to negotiate or of the briefing, the requesting party will submit its proposals. If the requesting party requests information that it does not receive within the fourteen (14) day period, the moving party accepts that the requesting party may need to modify its proposals once it receives the information.

D. Bargaining will normally begin within fourteen (14) to thirty (30) calendar days after the receipt of proposals.

E. If the fifteenth or twenty-first day referred to herein falls on a Saturday, Sunday or holiday, the period shall run until the end of the next regular business day (Monday through Friday).

F. If agreement is not reached, either party reserves the right to seek the services of the Federal Mediation and Conciliation Service (FMCS), and, if necessary, the Federal Service Impasses Panel (FSIP). By mutual agreement, the parties may use a different impasse resolution procedure, e.g., the use of a mediator-arbitrator.

### **SECTION 8. Extensions of Time**

A. Reasonable extensions of time under this Article will be made for good cause shown, such as delays in receipt of necessary and relevant information consistent with the Federal Service Labor-Management Relations Statute.

B. The submission of proposed changes and proposals shall not preclude either party from submitting other proposals or counter proposals that are related to the proposed change(s) and do not deal with extraneous matters.

### **SECTION 9. Negotiation Meetings**

Where negotiation meetings are required, the meetings will be conducted as follows:

A. Negotiations will take place at a mutually agreeable site. Absent agreement, negotiations will be rotated between sites selected by the parties.

B. Unless agreed to otherwise, negotiations will be conducted during the regular workday of the office where the negotiations are taking place. Where feasible, the Employer shall make shift adjustments for Union representatives to accommodate the bargaining process.

C. For issues that impact the Fort Worth facility, in lieu of having a Fort Worth Representative of the NTEU bargaining unit attend negotiations in person, the parties agree to provide the opportunity for participation in negotiations via video conference hookup through the Fort Worth Bureau Director's facilities. Prior to needing the videoconference hookup, the Union will give the Employer 24-hour notice in order to allow the Employer adequate time to make the arrangements. In the event that the Employer is unable to make the arrangements for use of the video conference facility at the specific time requested, the parties may adjust their negotiation schedule. The Fort Worth representative will be a full participant in the negotiations during the time he or she is participating via video conference. The parties will be reasonable in the amount of time needed for video conference participation.

D. An employee representing the Union in bargaining under this Article shall be authorized official time for such purposes during the time the employee otherwise would be in duty status. Designated bargaining representatives for the Union will also be afforded a reasonable amount of official time to prepare for bargaining. In the event face-to-face negotiations are conducted, bargaining teams will be limited to a maximum of three (3) Agency employees for each party, unless the parties mutually agree otherwise. NTEU and BEP staff members and the parties' subject matter experts may also participate in bargaining. If NTEU's employee negotiators are not located within the commuting area of the bargaining location, the Agency will arrange for their participation via a video conference hookup.

## **SECTION 10. Negotiation of Proposals**

Proposals declared non-negotiable and subsequently found to be negotiable by the Federal Labor Relations Authority, or on appeal, will be timely negotiated by the parties after the finding.

## **SECTION 11. Statutory Obligations**

The duties of the parties to negotiate in good faith under this Article shall include the statutory obligation:

- A. To approach the negotiations with a sincere resolve to reach a collective bargaining agreement;
- B. To be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment;
- C. To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;
- D. In the case of the Employer, to furnish to the Union, upon request, and, to the extent not prohibited by law, data:
  - (1) Which is normally maintained by the Employer in the regular course of business;
  - (2) Which is reasonably available and necessary for full and proper discussion, understanding, and negotiations of the subjects within the scope of collective bargaining; and
  - (3) Which does not constitute guidance, advice, counsel or training for management officials or supervisors relating to collective bargaining; and
- E. If agreement is reached, to execute on the request of any party to the negotiation a written document embodying the agreed terms, and to take such steps as are necessary to implement such agreement.

## **SECTION 12. Re-opening of Agreements**

All agreements may be reopened by mutual agreement.

## **SECTION 13. Committees or Work Groups**

Where the Employer selects bargaining unit employees to serve on committees or work groups to analyze work processes or problems and such work is not normally assigned to all employees in a given position or location, the Employer will solicit nominations from NTEU. NTEU will forward the nominations of bargaining unit employees to serve on these committees, work groups or projects based on reasonable qualifications provided to NTEU by the Employer. NTEU will nominate a list of employees who meet the Employer's qualifications, and the Employer will select from that list of employees. If the Employer determines that NTEU has not nominated a sufficient number of employees who meet the Employer's qualifications, it will permit NTEU one more opportunity to submit additional names for consideration.

## **ARTICLE 31**

### **PERSONNEL PRACTICES**

#### **SECTION 1. General**

An employee who is the subject of a prohibited personnel practice that could be processed under a statutory appeals procedure, may process the appeal of such action under the negotiated grievance procedure.

#### **SECTION 2. Prohibited Actions**

5 U.S. Code § 2302 which defines prohibited personnel practices may be found in Appendix X under "Prohibited Personnel Practices".

#### **SECTION 3. Responsibility for Prevention of Prohibited Personnel Practices**

The head of each agency shall be responsible for the prevention of prohibited personnel practices, for the compliance with and enforcement of applicable civil service laws, rules and regulations and other aspects of personnel management. Any individual to whom the head of an agency delegates authority for personnel management, or for any aspect hereof, shall be similarly responsible within the limits of the delegation.

#### **SECTION 4. Statutory Rights**

This Section shall not be construed to extinguish, or lessen any effort to achieve equal employment opportunity through affirmative action or any right or remedy available to any employee or applicant for employment in the civil service under -

- a) Section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16) prohibiting discrimination on the basis of race, color, religion, sex, or national origin;
- b) Sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a) prohibiting discrimination on the basis of age;
- c) Under Section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d) prohibiting discrimination on the basis of sex;
- d) Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791) prohibiting discrimination on the basis of handicapping condition, or
- e) The provisions of any law, rule or regulation prohibiting discrimination on the basis of marital status or political affiliation.

## **ARTICLE 32 PERFORMANCE APPRAISAL**

### **SECTION 1. Purpose**

A. This Article shall govern the administration of the BEP Performance Management Appraisal Program for all employees within the bargaining unit. This article should be reviewed in connection with BEP's Performance Management Policy (Policy) which applies to all employees at the Agency including the employees within the bargaining unit. Where the provisions of the Policy conflict with this Article, the Policy will control. Changes in Treasury directives, government-wide regulations, statutes, or other applicable laws that result in a conflict with the provisions of this Article shall entitle either party to reopen those provisions that conflict with the revised law or directives.

It is the policy of the BEP to implement a fair and equitable performance management appraisal program. Consistent with applicable law and regulations, performance standards will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the positions in question. Timeliness standards should be applied in terms of working days on which an employee is present at work. Critical elements and standards must be issued annually in accordance with applicable law, rules, and regulations. Employees will be rated on a comparison of performance with the standards established for the rating period.

B. Performance appraisals, ratings of record and performance plans are maintained by the Agency and accessible to employees in an automated performance appraisal system. The information in the performance appraisals and performance plans will be safeguarded and released only for the purposes that are consistent with the Privacy Act, Freedom of Information Act, and other legislative and regulatory requirements. Employees are required to attend such training that is required to help the employee use any automated systems required for performance appraisals. The employees understand that such automated systems may be used for their submission of accomplishments, signature of appraisals, and comments to completed appraisals.

### **SECTION 2. Program Components**

#### **A. Changes to the Performance Plan**

1. When the Employer has prepared new or revised critical elements and performance standards, the Union and each affected employee will be provided with a copy of the same.
2. Within ten (10) calendar days following submission of the proposed critical elements and standards, the Employer shall meet with each affected employee to discuss the proposed critical elements and standards.
3. The NTEU representative of the employees involved shall be provided with an opportunity to attend the meetings provided for in Section 2.B. below that involve two

or more bargaining unit employees. When meetings are held with individual employees, an NTEU representative may attend at the request of the employee.

4. At the meeting provided for in Section 2.B. below, employees and the NTEU representative may raise questions, issues and make recommendations with respect to the following:

- (1) Job elements identified or not identified;
- (2) The levels of quantity, quality, timeliness;
- (3) Expected results and observable work behaviors proposed for the performance standards; and
- (4) Any other issues appropriate to the identification of critical elements and the establishment of performance standards.

5. Following the meeting, the Employer will consider the suggestions and recommendations of the employees involved. If changes are made, a copy of the Performance Plan shall be forwarded to the Union.

6. Changes to Performance Plans are at the discretion of the Agency to establish other annual Bureau, Directorate, Division, Office, and/or individual goals and measures after appropriate notice has been provided to NTEU, and BEP has met all of its statutory and bargaining obligations. This may occur at any time during the appraisal period, but not less than 90 days before the end of the appraisal period, if the Employer's intent is for the employee to be rated on the additional goals.

7. Changes to Performance Plans are to be documented in the e-Performance system or successor system.

## **B. Performance Progress Reviews**

1. At least once during each annual appraisal period, the supervisor shall provide each employee with a mid-year Progress Review. The initial Progress Review must be completed within one (1) month after the end of the mid-period.

2. The Progress Review shall cover the entire Performance Plan. During the Progress Review, the supervisor will discuss and provide to the employee his or her specific written assessment of how the employee is accomplishing the Performance Plan. Employees shall be informed of their level of performance by comparison with the performance elements and standards established in the Performance Plan. No summary rating will be assigned on the Progress Review.

3. If an employee's performance falls below the fully successful standard at any time during the appraisal cycle on one or more critical elements and/or the overall rating declines, a progress review will be conducted and Performance Improvement Plan (PIP) may be implemented if appropriate. The employee will be informed in writing of performance deficiencies and advised of possible consequences of unimproved performance. Consequences may include the employee being reassigned, reduced in grade or removed.

Both the supervisor and the employee will sign the Progress Review. The employee's signature on the Progress Review indicates that it has been communicated to him/her and does not necessarily indicate agreement with the review.

4. At the progress review (mid-year) and at the end of the appraisal period, non-supervisory employees are strongly encouraged to provide a statement of accomplishment. By providing accomplishments, the employee ensures the rating official has all the critical information to evaluate their level of achievement. However, the Employer acknowledges that appraising the work of employees is solely a management function and an employee's rating will not be negatively impacted if he or she chooses to not provide a statement of accomplishment.

5. The Employer recognizes that continuous performance feedback/counseling is desirable for both employees and managers. Such feedback/counseling, both positive and negative, can be in the form of written documentation or verbally in the area(s) of deficiency. Special attention should be paid to those cases where an employee's performance has seriously deteriorated from previous levels.

### **C. Meeting to Discuss the Final Performance Appraisal**

1. At the conclusion of the annual appraisal period, the supervisor will prepare a written performance appraisal. The appraisal will consist of a brief narrative on each standard, including an assessment of whether the employee meets, exceeds or fails to meet the fully successful level for each of the standards set forth in the Performance Plan.

2. The written performance appraisal will be provided to the employee at the appraisal interview or provided electronically to the employee in advance of the interview. The interview will include a discussion of the employee's overall achievements with respect to each critical element and standard, as well as the determination of the employee's summary rating.

3. Both the rating official and the employee will acknowledge the Performance Appraisal in writing or electronically. An employee's acknowledgement of the appraisal means that he/she has received a copy of the appraisal and does not mean that the employee agrees with the appraisal.

### **D. Performance Deficiencies**

An employee whose performance on a critical element has been determined to be unacceptable will be notified in writing and given an opportunity to improve under a PIP prior to a notice of proposed action based on an unacceptable performance being issued. The written notice will set forth:

1. The possible consequences of unimproved performance;
2. The critical elements and performance standards for which performance is unacceptable, and the basis for this determination;
3. Guidance as to what the employee must do to bring performance up to an acceptable level;

4. A statement that the employee has a reasonable period of time in which to bring performance up to an acceptable level; and
5. A statement that the Employer will assist the employee to improve the unacceptable performance. Assistance may include training, closer supervision, revision of assignments, or other appropriate measures.

### **SECTION 3. Grievances**

Any bargaining unit employee aggrieved by an appraisal under this Article may appeal such appraisal only under the Grievance and Arbitration Articles in this Agreement.

## ARTICLE 33

### UNACCEPTABLE PERFORMANCE

#### SECTION 1. General

A. The actions covered by the provisions of this Article are: reduction in grade and removal for unacceptable performance, for employees serving in bargaining unit positions at the time the action was initiated and who have completed their applicable probationary or trial period.

B. The Agency will determine when the need arises for such action, i.e., the employee's performance is at an unacceptable level in one or more critical elements for which the employee was afforded a reasonable opportunity to demonstrate acceptable performance.

C. Prior to initiating any such action, the Agency will comply with the procedures set forth at Article 32: Performance Appraisal at Section 2.D.

D. Where sufficient improvement to meet the Fully Successful level has not been demonstrated during the initial sixty (60) day period, the performance improvement period may be extended for a reasonable period of time as determined by management, or the Agency will initiate reduction in grade, or removal action, as appropriate.

#### SECTION 2. Advance Written Notice

An employee whose reduction in grade or removal is proposed under this Article will be provided with at least thirty (30) days, but no more than sixty (60) days, advance written notice which identifies:

A. Specific instances of unacceptable performance by the employee on which the proposed action is based;

B. The performance expectations of the employee's position involved in each instance of unacceptable performance;

C. That the employee shall receive a reasonable amount of time to review the material relied upon to support the proposed action and to prepare an answer orally and/or in writing;

D. That the employee has the right to be represented by the Union, if the Union agrees, or an attorney or other representative of his own choosing; and

E. That the Agency will provide a written decision and reasons at the earliest practicable date.

#### SECTION 3. Extension of Notice Period

The advance written notice period may be extended for 30 days or for a longer period, but only as consistent with 5 CFR §432.105 (a) (4) (i) (B) (1) – (6) or (C).

## **SECTION 4. Evidence Relied Upon**

A. Where an action is proposed under this Article, an employee will be provided with a copy of those portions of all written documents which contain information or evidence relied upon by the Agency in proposing the action.

Such information shall be supplied in a manner consistent with the requirements and provisions of the Privacy Act.

B. If the action is based on an investigative report, portions of all written documents from the investigative report, which directly relate to the circumstances will be furnished to the employee upon request.

C. If probable cause exists and is demonstrated to the arbitrator by the Union on appeal that information provided for in subsection B above has not been furnished by the Employer, upon request of the arbitrator, the information will be furnished to him/her for an "in camera" inspection to be made in conformity with the Privacy Act (5 U.S.C. 552(a)). Material determined by the arbitrator to be relevant under the criteria of subsection B above and not previously furnished to the Union will be furnished to the Union.

## **SECTION 5. Reply Period**

A. An employee against whom an action is proposed under this Article shall be provided with reasonable time (normally at least fourteen (14) days) from receipt of notice of the proposed action and all information as set forth in Section 4 above, to review material relied upon by the Employer and answer the proposed action orally and/or in writing. The employee may submit affidavits and/or other documentary evidence in support of the answer. If the employee wishes to make an oral reply, the request for an oral reply must be made within ten (10) days of the date the employee receives the letter of proposal and all information relied upon. In no case will the employee be required to present his reply sooner than fourteen (14) days after receiving the material relied upon in the notice.

B. The employee shall have the right to be represented by the Union, if the Union agrees, or an attorney or other representative of his own choosing in connection with the oral and/or written reply.

C. The Employer shall prepare a summary of any oral reply. The written summary shall be sent to the employee's representative. The employee's representative shall have three (3) work days from receipt of the written summary to send corrections of the summary to the Employer. Nothing in this provision prevents NTEU from having the oral reply recorded by a stenographer paid for by NTEU. In such circumstances, the stenographic record will be provided to BEP.

## **SECTION 6. Decision**

A. The decision to retain, reduce in grade, or remove an employee:

- (1) Shall be made within thirty (30) days after the date of expiration of the notice period, and

B. The decision shall:

- (1) Specify, or cite by reference to the proposal letter, the instances of unacceptable performance by the employee on which the reduction in grade or removal is based;
- (2) Be concurred with by an Agency manager who is a higher position than the person who proposed the action; and
- (3) Contain the reasons supporting the decision, will address employee allegations of pertinent factual discrepancies, and will be served upon the employee and the Union if the employee has chosen Union representation.

## **SECTION 7. Employee Copies**

The employee shall be provided with a copy of the notice of proposed action, the answer of the employee when written, the verbatim transcript or the summary of the oral reply, as applicable, and the notice of decision and supporting reasons.

## **SECTION 8. Appeals to the Merit Systems Protection Board**

A. Adverse decisions under this Article may be appealed to the Merit Systems Protection Board or, with the consent of the Union, directly to arbitration, but not both.

B. An employee shall be deemed to have exercised his option under this Section at such time as the employee timely initiates an appeal to the Merit Systems Protection Board, or arbitration is invoked, whichever event occurs first.

C. An employee who elects to appeal an action to the Merit Systems Protection Board may be represented by the Union, if the Union agrees, or an attorney or other representative of his own choosing. An employee, with the concurrence of the Union, who elects to appeal an action using the grievance and arbitration procedures provided in the Agreement may be represented only by the Union.

## **SECTION 9. Extension/Waiver of Time Limits**

A. Any of the time limits set forth in this Article may be extended or waived by mutual agreement of the parties.

B. Reasonable extensions of time will be granted by the Agency on a case-by-case basis, upon good cause shown.

**SECTION 10. Removal of Unacceptable Performance from Agency Record**

If because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice provided under Section 2 of this Article, the employee may request that any entry or other notation of the unacceptable performance for which the action was proposed under this Article be removed from any Agency record relating to the employee.

**SECTION 11. Exclusion**

The provisions of this Article do not apply to those employees specifically excluded by governing law or regulation.

## ARTICLE 33A

### WITHIN-GRADE INCREASES

#### SECTION 1.

##### A. Within-Grade Increase (WGI)

1) In accordance with applicable law, an employee will be granted a within grade increase (WGI) upon meeting the following requirements:

- a) The employee must have completed the required waiting period;
- b) The employee must not have received an equivalent increase in pay during the required waiting period; and
- c) The employee's most recent rating of record must be of an acceptable level of competence.

##### B. Acceptable Level of Competence (ALC)

An Acceptable Level of Competence (ALC) means performance by an employee that warrants advancement of the employee's rate of basic pay to the next higher step of the grade or the next higher rate within the grade of his or her position.

#### SECTION 2. ALC Determination Procedures

A. The ALC determination will be made by the employee's supervisor in a fair and equitable manner.

B. The supervisor will use the rating of record which was issued no earlier than the most recently completed performance cycle in making the acceptable level of competence decision. To be determined at an acceptable level of competence, the employee's rating of record shall be at least Fully Successful. A WGI will not be granted to an employee whose most recent rating of record is less than Fully Successful.

C. If the supervisor determines that the employee's performance is below the acceptable level of competence, the employee will be given sixty (60) days within which to demonstrate performance at a Fully Successful level. This notice will be provided in accordance with Article 32: Performance Appraisal, Section 2. If sixty (60) days in advance of the WGI due date, the employee is on a Performance Improvement Plan which includes a warning that a WGI may be withheld, then no additional notice will be required.

D. If the employee's performance improves to the Fully Successful level at the end of the Performance Improvement period, the notice will be canceled and the effective date of the WGI will be the first day of the first pay period after the acceptable determination has been made.

E. If the employee's performance does not improve to the Fully Successful level by the end of the Performance Improvement period, the WGI may be denied. When a WGI is to

be denied, the employee will be informed that his/her WGI is being withheld as soon as possible after the end of the waiting period. When a WGI is to be denied, the employee shall be given written notice which contains the following:

- 1) Statement of denial of within-grade increase;
- 2) Reasons for the negative determination and the respects in which the employee must improve his or her performance in order to be granted a WGI;
- 3) Employee's right to request, in writing a reconsideration of the negative determination within fifteen (15) days of receipt of the negative determination;
- 4) Name of the reconsideration official to whom the request should be sent; and
- 5) A statement concerning the employee's right to seek representation and/or assistance for the request for reconsideration.

### **SECTION 3. Requests for Reconsideration**

A. Requests for reconsideration of a negative determination must be filed in writing within fifteen (15) days of the receipt of the notice of final negative determination.

B. An employee in a duty status shall be granted a reasonable amount of time to review the material relied upon to support the negative determination and to prepare a response to the determination after which the agency will provide the employee with a prompt written decision (usually within thirty days).

C. The deciding official in reconsideration cases shall be an appropriate higher level official designated by the Agency, who has greater authority than the official who issued the initial determination.

D. If a meeting is requested, absent just cause, the meeting will be held at the employee's work location. Attendance at such meeting will be limited to the employee, the employee's local Union representative, an NTEU national field representative, or other representative of the employee's choosing, and such representatives as the Agency may designate.

### **SECTION 4. Effective Date for the WGI**

A. When an employee's work is determined to be of an acceptable level of competence in accordance with the requirements of Section 2 of this Article, the effective date of the WGI will be the first day of the first pay period following completion of the waiting period.

B. If a negative ALC determination is changed upon reconsideration or appeal the WGI will be granted retroactively, unless prohibited by applicable law or higher Agency regulation and the effective date for the WGI is the date on which it would have been due.

**SECTION 5. ALC Appeals**

Appeals under this Article are only subject to the final step of the grievance procedure and arbitration procedures set forth in Article 28: Grievance Procedure and Article 29: Binding Arbitration. Neither the substantive nor the procedural aspects of this article may be grieved until an acceptable level of competence determination is final. The acceptable level of competence determination will be considered final when a reconsideration decision is due or issued.

## **ARTICLE 34**

### **LABOR-MANAGEMENT RELATIONS COMMITTEE**

#### **SECTION 1. Labor-Management Relations Committee**

The parties will establish a Labor-Management Relations Committee (LMRC) in accordance with the provisions of this Article and applicable provisions of law and directives from the U.S. Department of the Treasury. Changes in Treasury directives, government-wide regulations, statutes, or other applicable laws that result in a conflict with the provisions of this Article shall entitle either party to reopen those provisions that conflict with the revised law or directives. The LMRC will give consideration to: areas of pre-decisional input; the prevention and resolution of misunderstandings and grievances; working conditions, personnel policies and practices; the promotion of good employee-supervisor relationships; the strengthening of morale, etc. One of the primary purposes of the LMRC will be the attempt to resolve problems informally in an effort to avoid protracted and costly negotiations or grievance proceedings.

The LMRC is solely for the purpose of exchanging views and information and shall be deemed a supplement to negotiations as defined by the Civil Service Reform Act, not a substitute. However, the parties recognize that issues unresolved in these meetings potentially can be addressed in grievances, mid-term bargaining and other traditional representational forums.

#### **SECTION 2. Meetings and Attendees**

A. The LMRC will meet two times per calendar year for no more than one (1) day. The meetings will be rotated between BEP and NTEU facilities in Washington, DC and Fort Worth, Texas. Additional meetings may be held, by mutual consent, at such other times as deemed necessary, and may be conducted telephonically. Fourteen (14) calendar days prior to the scheduled date of the meeting, the parties will exchange anticipated agenda items. Matters not on the agenda can be discussed by mutual consent.

B. The Union will have no more than three (3) attendees from the bargaining unit present. These three (3) unit members will receive official time for the meeting. LMRC bargaining unit members may be joined by no more than two (2) National Treasury Employees Union (NTEU) elected leaders and staff who are not BEP employees. The Employer will be represented by at least three (3) representatives.

C. Videoconference connection will be provided to LMRC participants who are not located where the LMRC location is. For example, if the LMRC is held in Washington, D.C., videoconference connection will be provided to Fort Worth, Texas participants.

#### **SECTION 3. Work Groups**

A. The LMRC may, by mutual agreement, establish work groups to analyze specific problems and propose solutions. Absent mutual agreement by the LMRC, a work group shall be comprised of no more than eight (8) members, i.e., four (4) representatives from NTEU and four (4) representatives from BEP.

B. No later than seven (7) calendar days after the LMRC agreeing to establish a work group, BEP will provide NTEU the qualifications necessary to participate in a specific work group. Within seven (7) calendar days of receipt of qualifications from BEP, NTEU will provide employee nominations to serve on the work group.

C. The work group's proposed solutions will be presented to the LMRC for consideration.

## **ARTICLE 35**

### **AWARDS**

#### **SECTION 1. Background and Purpose**

The Awards Program reflects the Bureau's commitment to promote continuous quality and productivity throughout the Activity. The Awards Program is designed to recognize employees, as individuals or as members of a group on the basis of a suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy, or improvement of Government operations. It is also designed to encourage employees to take an active part to reinforce and foster pride in workmanship and the Bureau's standards in accomplishing its mission, goals, and objectives. It is the policy of the BEP to encourage all employees (including summer and part-time employees) to participate in improving the efficiency and economy of Government operations as well as communications and services to the public. Accordingly, the Bureau will urge supervisors to utilize the Awards Program as an effective means of motivating employees and providing positive feedback.

#### **SECTION 2. Awards Budget**

The Bureau has the sole discretion to establish the overall awards budget, normally at the beginning of the awards cycle. The awards budget may be modified during the year.

#### **SECTION 3. Goal sharing Awards**

A. For the bargaining unit, performance awards shall be administered according to the guidelines set out in BEP's Awards Program Circular, No. 64-00.18 or successor Awards Program Circular and in the Bureau's BEP-Wide Goal Sharing Plan documents.

B. Future annual payouts will similarly be made under the above-mentioned policies whenever such payments are made unless NTEU and BEP agree otherwise.

#### **SECTION 4. Incentive Awards**

A. Incentive Awards available to the bargaining unit include monetary and non-monetary forms of recognition. Monetary awards include, but are not limited to, QSI, Special Act, BEProud, and OTS awards. Non-monetary awards include, but are not limited to, Special Achievement, Career Service, certificates, TOA, and other tokens of appreciation (e.g., plaques). Incentive Awards will be granted to bargaining unit employees consistent with the BEP Awards Program Circular, No. 64-00.18 or successor document.

B. If BEP determines to establish an Incentive Awards Committee to review nominations for Incentive Awards, it will include at least one bargaining unit representative per Division for each Division in which NTEU has bargaining employees, to be nominated by NTEU.

## **ARTICLE 36**

### **TELEWORK**

#### **SECTION 1. General**

This Article will be implemented according to applicable law including those outlined in the Telework Enhancement Act of 2010 and current Agency policy, including any amendments thereto.

The parties recognize that telework can be an important tool to enhance employee performance, engagement, morale, retention and organizational productivity while also enhancing the quality of work life for employees. Accordingly, the parties support the broadest possible use of telework without diminished employee performance or adverse impact on the BEP meeting its mission. Telework will be granted to employees in a fair and equitable manner. Telework provides all employees who meet position eligibility requirements an opportunity to perform official duties away from principal office locations in Washington, DC and Fort Worth, TX.

#### **SECTION 2. Telework Policies**

A. An employee's participation in a telework arrangement is voluntary.

B. A telework-ready employee covered by a telework agreement may be required to telework outside of his/her normal telework schedule during a temporary emergency or Federal government weather closures, and similar situations.

C. When considering employee requests to telework, the Agency acknowledges its commitment to approve telework requests consistent with its responsibility for ensuring the successful performance of Agency work at the traditional and alternate work sites.

D. Nothing in this Article prohibits an authorized management official from approving participating employees to telework up to five (5) days per week as a remote worker, in situations deemed appropriate by management. Employees may work any of the work schedules established in accordance with Article 8: Hours of Work while in a telework status. Serving as a remote worker may have implications for the employee's official worksite.

E. The Agency will comply with the Telework Enhancement Act which requires that teleworkers and non-teleworkers be treated the same for purposes of performance and appraisals.

F. An employee may opt out of the telework arrangement at any time.

G. Employees may be permitted to perform union representational work on official time while teleworking if that representational work is portable

### **SECTION 3. Conduct**

Participating employee(s) are bound by Agency standards of conduct while working at the alternate worksite.

### **SECTION 4. Approvals and Denials**

A supervisor shall act upon a request to telework within ten (10) workdays of the request being made by the employee. In the event a telework request is denied by the approving official, the employee will be provided with a written justification supporting the denial.

### **SECTION 5. Liability**

The Agency will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate worksite, except to the extent the Agency is found liable under by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act.

## **ARTICLE 37**

### **DURATION**

#### **SECTION 1. Effective Date**

This Agreement will become effective thirty (30) days following approval by the Department of the Treasury. The effective date of the Agreement shall be printed on its cover.

#### **SECTION 2. Duration of Agreement**

This Agreement shall remain in full force and effect for a period of four years. It will remain in effect for yearly periods thereafter, unless written notice is given by either party in the period between four months and two months prior to the expiration date, of its desire to terminate or modify this Agreement.

#### **SECTION 3. Amendment**

By mutual consent of the parties, the express terms of the Agreement may be amended at any time. In addition, each party may reopen not more than three existing articles and propose one new article by serving written notice and/or proposals on the other during the twenty-fourth month of this Agreement.

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