



Collective Bargaining Agreement

Professional and
Non-Professional Units,
Local 788

Collective Bargaining Agreement Articles

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***U.S. Department of Energy, Richland Operations Office
American Federation of Government Employees (AFGE), Local 788
Collective Bargaining Agreement***

Preamble

This Collective Bargaining Agreement (CBA) is entered into to prescribe certain rights and obligations of the employees of the Department of Energy, Richland Operations Office (RL)/Office of River Protection (ORP), represented by the American Federation of Government Employees (AFGE), Local 788, and to delineate procedures that are designed to meet the special requirements and needs of RL/ORP. The provisions of this Agreement have been negotiated and should be interpreted in a manner consistent with the requirements of an effective and efficient Department. RL/ORP and AFGE, Local 788, are dedicated to partnership efforts designed to assure success for our respective organizations to maintain a cooperative and constructive working relationship.

Article 1 Recognition and Coverage

Specific to the Non-Professional Unit

Section 1.01 Agreement

This Collective Bargaining Agreement, hereinafter referred to as “Agreement” or “CBA,” is made and entered into by and between the U.S. Department of Energy, Richland Operations Office (RL)/Office of River Protection (ORP), hereinafter referred to as the “Employer,” and the American Federation of Government Employees, Local 788, hereinafter referred to as the “Union.” This Agreement constitutes the CBA between the Employer and the Union, hereinafter referred to as the “Parties.”

Section 1.02 Bargaining Unit

The Bargaining Unit to which this Agreement is applicable is comprised of all **non-supervisory, non-professional** employees of RL/ORP except as set forth in this section. The Bargaining Unit specifically excludes all supervisors, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and temporary employees on appointment not to exceed 90 calendar days.

Section 1.03 Coverage

The terms and conditions of this Agreement apply only to positions within the Bargaining Unit and to employees who occupy those positions. In the administration of all matters covered by this Agreement, the Employer, the Union, and employees are governed by existing or future laws, including policies set forth in government-wide regulations; by published Agency-wide policies and regulations in existence at the time this Agreement is approved; and by subsequently published Agency-wide policies and regulations that are required by law.

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Article 2 Definitions

Specific to the Non-Professional Unit

The following definitions are applicable to terms used in this Agreement:

Agency: The U.S. Department of Energy

Agreement: The Collective Bargaining Agreement (CBA) made and entered into by and between the U.S. Department of Energy, Richland Operations Office (RL)/Office of River Protection (ORP) and AFGE, Local 788.

ADR: Alternative Disputes Resolution Program. The ADR Program is an effort to resolve employment discrimination complaints in a more timely, less adversarial and cost effective manner. The ADR approach is mediation, an opportunity for parties to see resolution on an informal basis with the assistance of a trained mediator.

Authority: Federal Labor Relations Authority (FLRA). The body responsible for administering and interpreting Title VII of the Civil Service Reform Act of 1978, prescribing regulations and making decisions on unit determinations, unfair labor practice charges, national consultation rights, negotiability disputes, and exceptions to Arbitrator's awards.

Bargaining Unit: The Bargaining Unit to which this Agreement is applicable is comprised of all **non-supervisory, non-professional** employees of RL/ORP except as set forth in this section. The Bargaining Unit specifically excludes all supervisors, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and temporary employees on appointment not to exceed 90 calendar days.

CTAP: Career Transition Assistance Program.

C.F.R.: Code of Federal Regulation.

Conditions of Employment: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters (a) relating to political activities prohibited under 5 U.S.C § 7323 and 7324; (b) relating to the classification of any position; or (c) to the extent such matters are specifically provided for by Federal statute.

Days: Refers to calendar days, unless otherwise specified.

DPO: Differing Professional Opinion. A conscientious expression of a professional opinion that differs from a prevailing management position, disagrees with a management decision, or takes issue with a proposed or an established practice involving technical issues relating to the mission, including environment, safety, and health.

Employee: An individual employed by the U.S. Department of Energy, Richland Operations Office (RL)/Office of River Protection (ORP) and occupies a Bargaining Unit position.

Employer: The U.S. Department of Energy, Richland Operations Office (RL)/Office of River Protection (ORP).

HRM: The RL Human Resource Management Division.

I&I: Impact and Implementation Bargaining. When the decision to change conditions of employment of Bargaining Unit employees is protected by management's rights, there is a duty to notify the Union and, upon request, bargain on procedures that management will follow in implementing its protected decision as well as on appropriate arrangements for employees expected to be adversely affected by the decision.

In Writing: Notification between the Parties conveyed through a written medium. Unless otherwise specified in the specific section of this Agreement, e-mail is a satisfactory method of notification.

LAN: Local Area Network. A network of personal computers in a small area (as an office) that are linked by cable, can communicate directly with other devices in the network, and can share resources.

Manager: The Manager of the U.S. Department of Energy, Richland Operations Office (RL)/Office of River Protection (ORP) or a duly authorized representative.

Official Time: All time granted to an employee by the Employer to perform representational functions conveyed under [Article 7, Union Representation & Official Time](#), of this Agreement when the employee would otherwise be in a duty status, without charge to leave or loss of pay, and shall be considered hours of work.

OPF: Official Personnel File.

OPM: Office of Personnel Management.

ORP: The U.S. Department of Energy, Office of River Protection, the Employer.

Parties: The Employer and the Union.

RL: The U.S. Department of Energy, Richland Operations Office, the Employer.

SCD: Service Computation Date.

Form 1187: Standard Form, Request for Payroll Deductions for Labor Organization Dues.

OPM SF-1188: Standard Form, Cancellation of Payroll Deductions for Labor Organization Dues.

SF-50: Standard Form, Notification of Personnel Action.

SF-52: Standard Form 52, Request for Personnel Action.

OPM Form 71: Request for Leave or Approved Absence.

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Union: The American Federation of Government Employees (AFGE), Local 788 Professional Unit.

Article 3 Employees' Rights

Section 3.01 Policy

- A. All RL/ORP employees 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 rights.
- B. Except as otherwise provided in law and this Agreement, such right includes the right:
 - 1. To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of government, the Congress, or other appropriate authorities; and
 - 2. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.
- C. Each employee has the right to work in an environment free of legally prohibited discrimination. The Employer and the Union are committed to protecting this right.

Section 3.02 Conduct

- A. Bargaining Unit employees and management officials/supervisors will conduct themselves in a professional and businesslike manner, characterized by mutual courtesy, in their day-to-day working relationships.
- B. The Parties agree that person-to-person discussions between supervisors and employees are necessary and commonplace occurrences at the work place. To this end, RL/ORP employees have the right, regardless of Union membership, to bring matters of concern to the attention of appropriate officials in accordance with applicable laws, rules, and regulations. All employees are required to report incidents of waste, fraud, abuse, mismanagement, and misuse of government property and equipment and should do so without fear of reprisal from any individual or entity.
- C. The initiation of a grievance in good faith by an employee will not cause any reflection on the employee's standing with the employee's supervisor or on the employee's loyalty or desirability to the organization. RL/ORP employees who have relevant information concerning any matter for which remedial relief is available under this Agreement will, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal. Additionally, employees have the right to designate the Union for the purpose of representing them in any grievance or formal discussion with the Employer.

Section 3.03 Weingarten Rights

A. [5 U.S.C. §US Code : Title 5, Section 7114 7114\(a\)\(2\)](#) provides in part as follows:

“An exclusive representative of an appropriate unit in an Agency shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if:

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

B. When the Bargaining Unit employee being interviewed is accompanied by a representative furnished by the Union, the role of the representative includes the following rights:

1. To clarify the questions;
2. to clarify the answers;
3. to assist the employee in providing favorable or extenuating facts;
4. to suggest other employees who have knowledge of relevant facts; and
5. to advise the employee. During such interviews, employees must provide responses to interview questions directly. The representative shall not testify for the employee.

C. If an employee notifies management that he or she wants to be represented by the Union during an interview, management may grant the employee’s request or discontinue the interview.

Section 3.04 Annual Weingarten Notice

The Employer will inform Bargaining Unit employees annually, in writing of their rights to a Union representative at an examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests the representation.

Section 3.05 Illegal Orders

Employees have the right to refuse, without fear of Employer reprisal, to obey an order that would require the employee to violate a law, including local traffic ordinances, parking prohibitions, and speed limits. If management later determines that following the order would not have violated a law, the employee may be subject to disciplinary or adverse action for refusing to obey the order.

Section 3.06 Resignation

The decision on whether and when to resign (including retirement) from employment are voluntary matters of free choice for each employee and may not be coerced. The Parties recognize, however, that if an employee chooses to resign upon learning that an adverse action is pending, such resignation shall not be considered as coerced. An employee may withdraw a resignation prior to the effective date, if such withdrawal is submitted in writing before the Employer has changed position in reliance on the resignation or retirement. If the Employer does not permit the withdrawal of a resignation, that refusal must be for a valid reason and explained to the employee. Valid reasons include, but are not limited to, administrative disruption or the hiring of or commitment to hire a replacement.

Article 4 Management Rights

Nothing in this Agreement shall affect the authority of the Employer:

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

Article 5 Union Rights

Section 5.01 Policy

The Union has the right and obligation to equitably represent all employees in the Bargaining Unit in matters where the Union is the exclusive representative regardless of Union membership. The Union has the exclusive right to communicate with Bargaining Unit employees on representational issues in accordance with [5 U.S.C. § 7114](#).

Section 5.02 Union Representatives

The Union president or designee has the sole right and responsibility to designate those individuals who will represent, speak on behalf of the Union, and have the ability to bind the Union. In this regard, the Union must advise the Employer's designated labor management representative in advance and in writing, of all Union designations and appropriate delegations of authority.

Section 5.03 Formal Discussion

- A. The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees in the Bargaining Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment. Accordingly, the Union will receive as much advance notice as practicable (no less than two workdays) before such meeting excepting emergencies; e.g., urgency due to safety. Adjustments to the two workdays may occur by mutual agreement. The notice will include the meeting's subject matter, and to the extent possible, and if prepared, an agenda. In any formal discussion held pursuant to this section, the Union representative shall be introduced by the individual conducting the meeting. The Union representative may ask relevant questions and will be provided an opportunity to express his/her concerns regarding the subject of the meeting.
- B. As stated in Article 3, Employees' Rights, Section 3.03, the Union shall be given the opportunity to be present during any examination of an employee in the Bargaining Unit in accordance with [5 U.S.C. § 7114\(a\)\(2\)\(B\)](#).

Section 5.04 Bargaining Unit List

The Employer will provide to the Union an annual list of Bargaining Unit positions. This will identify all encumbered and non-encumbered Bargaining Unit positions and will include the name of the employee, the position number, the applicable organizational code, the occupational series of the incumbent, and the incumbent's service computation date (SCD). Excluded from this release is privacy-protected data. Within 30 days of a change in employment status of any Bargaining Unit employee (e.g., new hire,

retirement, promotion, reassignment, change in occupational series, etc.) the Employer will provide the Union notice of such change.

Section 5.05 Annual Notification

In conjunction with the Union, the Employer will annually notify employees of the Union's rights under 5 U.S.C. § [7102](#), [7114](#), and [7131](#). This annual notification may be combined with the annual Weingarten Notification as referenced in [Article 3, Employees' Rights](#).

Section 5.06 Hanford General Employee Training (HGET)

Within 120 days of the effective date of this Agreement, the Union and the Employer will begin joint development of a HGET module or equivalent to indoctrinate employees on the CBA.

Article 6 Dues Withholding

Section 6.01 Authorizing an Allotment

- A. Any employee who is a member in good standing with the Union may authorize an allotment of his/her pay for the payment of Union dues for such membership, provided:
 - 1. The employee has voluntarily completed a request for such allotment of pay; and
 - 2. the employee's regular pay is sufficient to cover the full amount of the allotment.
- B. The Union agrees to acquire and provide to its members the prescribed allotment form, to certify as to the amount of its dues, and to inform and educate its members on the procedures for dues and the uses and availability of the required form. An allotment may be submitted at any time by an eligible member of the unit through the Union to the RL/ORP payroll liaison for forwarding to the servicing HQ payroll office.

Section 6.02 Employer Responsibilities

- A. The Employer shall automatically withhold, on a biweekly basis, the appropriate amount of dues from any Bargaining Unit employee who has submitted a Form 1187, Request for Payroll Deductions for Labor Organization Dues.
- B. Upon receipt of a properly certified Form 1187, the RL/ORP payroll liaison will stamp the date received legibly on the back of all copies.
- C. The RL/ORP payroll liaison will consider the Form 1187 to be properly executed when the form is received with complete, legible information, has been signed and dated by the employee, and the authorized Union official.
- D. The RL/ORP payroll liaison will provide the Union an information copy of all Form 1187s forwarded to the servicing payroll office.
- E. Through the RL/ORP payroll liaison, the Employer will notify the employee and the Union when the employee is not eligible for an allotment, along with the reason for the decision.
- F. The Employer will charge no fee to the Union for these services.
- G. The Employer will make available forms Form 1187 and OPM [SF-1188](#), Cancellation of Payroll Deductions for Labor Organization Dues, through the use [of Site Forms](#).
- H. The Employer will process withholding new amounts of dues upon certification in writing from the Union. Dues will be a standard, fixed amount, and will not change

more frequently than on an annual basis. Remittance will be transmitted to the allottee designated by the Union.

Section 6.03 Termination of Allotment

A. An allotment shall be terminated:

1. When the employee permanently leaves the Bargaining Unit as the result of any type of personnel action;
2. upon loss of exclusive recognition by the Union; and/or
3. upon receipt of notice from the Union that the employee is no longer a member in good standing.

B. The effective date of a termination of dues withholding allotment, subject to this section, shall be the beginning of the first complete pay period following the date of the action that requires the termination. The Union agrees to notify the RL/ORP payroll liaison within five calendar days when a member who has authorized dues withholding is suspended or expelled from the Union.

C. An employee may voluntarily cancel an allotment for the payment of Union dues by filling out the prescribed form (OPM SF-1188 or successor form) and submitting it to the RL/ORP payroll liaison. Should the employee submit the OPM SF-1188 to the Union, the form will be promptly forwarded to the RL/ORP payroll liaison for processing. The RL/ORP payroll liaison will, upon receipt of a properly completed and signed OPM SF-1188, stamp the date received legibly on the back of all copies. After receipt of such notice, cancellation will become effective in accordance with instructions on the OPM SF-1188. The RL/ORP payroll liaison will provide a copy of the OPM SF-1188 to the Union no later than five days from receipt.

Section 6.04 Suspension of Allotment

When an employee is temporarily (in excess of six [6] months) placed in a non-Bargaining Unit position, the employee will be supplied with the following form by the RL/ORP payroll liaison:

“Suspension of Dues Withholding”

Regulations that govern dues withholding to a labor organization require that dues withholding be suspended whenever an employee is placed in a non-Bargaining Unit position. Upon your return to a Bargaining Unit position, the Employer will automatically re-instate the withholding of Union dues.

Section 6.05 Action and Effective Dates

- A. The RL/ORP payroll liaison will forward a properly executed Form 1187 to the servicing payroll office within five workdays prior to the effective date. The servicing payroll office will normally enter changes into the payroll system the pay period following receipt. Changes in the new amounts of dues withholding will be entered into the payroll system within 30 days of receipt by the servicing payroll office.
- B. Revocation of dues withholding for employees who have had dues allotments in effect for more than one year will become effective consistent with the provisions on the OPM SF-1188. Revocations may only be effected by submission of a completed OPM SF-1188. Revocation notices for employees who have had dues allotments in effect for less than one year must be submitted to the RL/ORP payroll liaison on or before the one-year anniversary date of their dues allotment. The OPM SF-1188 will be forwarded to the servicing payroll office for entry into the payroll system. The OPM SF-1188 will normally become effective the first full pay period after the employee's anniversary date. The employee's anniversary date is defined as the first day of the pay period in which dues withholding first takes place.
- C. Requests for termination of dues withholding, due to loss of membership in good standing, will be forwarded to the servicing payroll office by the RL/ORP payroll liaison within five days of receipt of notification from the Union. The request will normally be entered into the payroll system the first pay period following receipt by the servicing payroll office.
- D. For termination due to separation or movement out of the Bargaining Unit, a final deduction will be made for that pay period in which the action is effective.

Section 6.06 Discretionary Allotments

Employees may elect as many as two discretionary allotments (that are not savings allotments) to use as additional voluntary deductions withheld from their pay. Such discretionary allotments may be used consistent with regulations for various purposes such as insurance and other benefits that may be offered by the Union.

Article 7 Union Representation and Official Time

Section 7.01 Designated Representatives and Official Time Eligibility

- A. For the purposes of this Article, the term “Union representative” or “representative” includes any individual designated by the Union president or designee to act as the spokesperson for the Union or employees occupying positions in the Bargaining Unit. While the Employer recognizes the Union’s right to designate representatives, in doing so, the Union will take into account the organizational and geographical location of each designated representative in order to minimize travel and other time away from the representative’s official duties.
- B. The Employer recognizes the efforts of Union representatives and officials as important in promoting a quality workplace and a safe and friendly work environment. Although serving voluntarily, the rights and responsibilities of these Union representatives and officials are supported by the language of the Agreement and by Federal law. Use of official time for representation purposes may not be used as a reason for a supervisor to lower the performance appraisal of a Union official or representative.
- C. The Union has the exclusive right to designate the Union's own representatives and officials, and any limitations on their roles, responsibilities, and authorities. The Union president or designee will provide the Employer with a complete, up-to-date list of designated representatives including appointed stewards, chapter officers, and chief stewards, and the office location and telephone number of each. Any individual who does not occupy a Bargaining Unit position at RL/ORP, regardless of Union designation, will not be eligible for official time. The Union will notify the Employer in writing of any changes in the list of designated representatives including changes in officers, representatives, stewards, or those eligible to use official time as soon as possible but at least five calendar days before the effective date of any change.
- D. The Union as a whole will be authorized up to 40-hours of official time per year for use by Union officials or representatives to attend training which is of mutual benefit to the Employer and the employee in his/her capacity as a Union representative and when the Employer's interest will be served by the employee's attendance. Official time for this purpose will cover only such portions of a training session as meet the foregoing criteria. The Union will provide the RL/ORP Labor Relations Officer or designee with at least two weeks advance notice of such training, providing such information (course agenda, description of training, source of training, for example) as is necessary for the Employer to make a determination on approval or disapproval. A written decision will normally be provided to the Union within seven days of the request. If, in any given year, the bank of official time hours for training is exhausted prior to the end of that year, additional official time hours may be approved upon mutual agreement between the RL/ORP Labor Relations Officer and the chief steward.

- E. The Union will also be authorized official time and travel costs for one Representative to attend the DOE-wide Labor Management Council meetings.

Section 7.02 Union Solicitations

It is agreed and understood that solicitation of Union membership and activities concerned with the internal operations of the Union, such as the collection of dues (other than as provided in Article 6, Dues Withholding), membership meetings, campaigning for office, conducting elections, and distribution of literature and authorization cards via telephone, e-mail, or other means of communication will not be conducted during duty hours or in any work area of the Employer.

Section 7.03 Representative's Responsibilities/Time Requests

- A. The Parties agree that a Union representative's first responsibility is to his/her job. All official time used must be requested and approved in advance and must be fully documented for reporting/accounting purposes. Prior to engaging in representational activities during duty hours, a representative will first obtain permission from his/her supervisor using the form provided in [Appendix A](#) of this Agreement. In so doing, the representative will identify the estimated amount of official time being requested; the reason for the request; and the location at which he/she can be reached while on official time. The supervisor's approval or disapproval of the request will be noted on the form. If the requirements of the job are such that the representative cannot be released at the time requested, the representative will remain in a work status. The supervisor's reason for disapproval will be indicated on the form and, if appropriate, the supervisor will arrange for an alternate time for the representative to be released.
- B. If the representative, in the course of performing a representational activity, intends to meet with an employee while that employee is in duty status, the representative will contact the supervisor of that employee to obtain permission and ensure the availability of that employee prior to the representative leaving his/her work area.
- C. Representational activities may be conducted during duty hours only when the Union representative is in an approved official time, leave, or leave without pay (LWOP) status. Should a dispute arise between the Parties concerning the terms of this Article, the Parties shall meet on the issue within three workdays of the dispute's inception unless this time limit is extended by mutual agreement. If the Parties fail to resolve the dispute, the issue may be referred to the grievance procedure.

Article 8 Facilities and Services

The Employer will provide the Union with the following facilities and services for the purpose of joint labor-management and representational business. These facilities and services will be shared jointly with the Professional and Non-Professional Units. Exception is being made to Section 8.08 whereby a separate e-mail address will be provided for the Professional Unit.

Section 8.01 Office Space

Room numbers 139/140, within the Federal Building, are designated for Union representational issues. The Union may not make any modifications or additions to the designated office. Modification or remodeling of government office space is prohibited.

Section 8.02 Furniture

Included in the above mentioned rooms are two desks with chairs, three locking file cabinets, one folding table, four chairs, and one white board. A Cipher lock is provided for the above-mentioned room; the office door has a mail slot.

Section 8.03 Equipment

Included in the above mentioned room are, one computer connected to LAN (consistent with hardware upgrades as they become available for re-deployment), one computer for word processing only, one speaker telephone, one copy/facsimile machine, and one printer. The Union's telephone number is listed on the Hanford PopFon directory.

Section 8.04 Conference Rooms

If needed, the Union has the ability to schedule conference rooms through the appropriate channels. Official government business has priority of conference rooms. All personnel entering government facilities must meet all of the security and badging requirements.

Section 8.05 Plant Mail

Union representatives may use the Employer's internal mail/distribution system to transmit/receive information to/from specifically named individual Bargaining Unit employees at no cost. Distribution of information that violates security or is derogatory in nature is prohibited. Printed information materials are to be bundled for delivery by organizational code. A mailing sheet listing name, room number, and mail stop for each Bargaining Unit employee at that mail stop shall be attached to each bundle of materials. When the Employer hand delivers mail to the Union's office or sends mail to the mail-stop that requires action upon delivery, the Employer will also notify the Union via electronic mail of delivery.

Section 8.06 Bulletin Board

The Union may utilize the bulletin board located near the above-mentioned room to provide updates, changes, or information to Bargaining Unit employees. The Union agrees that it shall not post documents relating to internal Union matters.

Section 8.07 Intranet Use

The Employer agrees that the Union may develop and maintain its own web page, which will be accessed via the Human Resource Management Division (HRM) Home Page. Information developed for the web page will be prepared on off-duty time or in a leave or LWOP status. The Employer agrees to cover the cost for review and implementation of the web page. Information placed on the web page must meet security and public release requirements. Technical or non-technical information placed on the web page must meet the requirements of applicable DOE Orders, policies, or the procedure requirements of the web master. The Union will pay the cost for advanced web pages.

Section 8.08 Electronic Mailbox

The Union, Professional Unit, will be provided an electronic mailbox to be used for the following purposes:

- A. For communications between the Union and the Employer's labor relations officials, as described in [Appendix C, Groundrules for Midcontract and Impact and Implementation Negotiations, of the Agreement](#); and
- B. for communication with Bargaining Unit employees on official Union business.

Article 9 Unfair Labor Practices

At least five working days prior to filing any unfair labor practice (ULP) charge with the Authority, the Union or the Employer will provide in writing to the other Party an unsigned copy of the proposed charge and supporting evidence, if any. After receipt of the proposed ULP and prior to filing, the Parties will sit down at least once and make a good-faith attempt to informally resolve the matter. The Party receiving the ULP will be responsible for setting up this meeting. In the event informal resolution is not successful, the charging Party may proceed, and neither Party will have been deemed to have waived any rights it might have under applicable statutes, regulations, or this Agreement.

Article 10 Grievance Procedure

Section 10.01 General

The Employer, employees, and Union recognize the importance of settling disagreements and disputes promptly, fairly, equitably, and in an orderly manner that will maintain the self-respect of the employees, Union, and Employer representatives, and be consistent with principles of good management. To accomplish this, every effort will be made to settle grievance issues expeditiously and at the lowest level of supervision. In exercising their rights to present a grievance, employees, Union representatives, and the Employer shall be unimpeded and free from restraint, coercion, discrimination, harassment, or reprisal, and each shall respect the dignity of the other.

Section 10.02 Grievance Definition

A. A grievance is defined as a complaint by:

1. An employee concerning a matter relating to the employment of the employee;
2. the Union concerning a matter relating to the employment of an employee; and
3. the Union or the Employer concerning the effect or interpretation, or a claim of breach of this Agreement or a claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

B. A grievance may be filed by an employee or designated representative, the Union, or the Employer.

Section 10.03 Exclusions from Grievance Procedure

A. Excluded from this grievance procedure are:

1. Any claimed violation of law relating to prohibited political activities;
2. issues concerning retirement, life insurance, or health insurance;
3. suspensions or removals taken for national security reasons ([5 U.S.C. § 7532](#));
4. issues concerning any examination, certification, or appointment;
5. issues concerning the classification of any position;
6. issues concerning the non-selection for promotion from among a group of properly ranked and certified candidates for a position included in the Bargaining Unit;
7. management decisions in connection with Agency mission, including environmental, safety, and health issues, with the exception of matters covered by [Article 33, Health & Safety](#);
8. issues covered by the RL Differing Professional Opinions (DPO) policy and procedure;
9. the non-adoption of a suggestion or any other type of honorary or discretionary award that was disapproved by the appropriate authority designated by applicable regulations;

10. actions terminating a temporary promotion and returning the employee to the position from which temporarily promoted or to an equivalent position;
11. the separation, termination, or removal of any employee serving a trial, probationary period, or less than one year of current continuous service;
12. reduction-in-force (RIF) actions;
13. matters dealing with Employer rights as described in [Article 4, Management Rights](#);
14. issues covered by whistleblower protection statutory language;
15. the recommendation that an employee seek assistance from the Employee Assistance Program (EAP);
16. establishment and contents of performance elements and standards; and
17. content of Agency regulations.

- B. Employee's raising matters involving an allegation of discrimination and/or an adverse action, may elect to appeal the matter under [29 C.F.R. 1614](#) or [5 C.F.R. 752](#), respectively, or use the negotiated grievance procedure, but not both.

Section 10.04 Procedures for Informal Employee Grievances

A. Informal Procedures

1. Within 10 workdays of the action complained of, or the date the employee learns of the matter or by due diligence should have learned of the matter, the employee will advise his/her first-line supervisor of his/her grievance. The supervisor and employee will fully discuss the matter and attempt to resolve the grievance. If the supervisor is unavailable due to previously scheduled travel, training, leave, or because of illness or emergency situations (personal or work-related) for a period of 10 workdays or less, the time limit will be suspended pending the supervisor's return.
2. If the supervisor and employee are not able to resolve the grievance, the employee may elect to file a formal first-step grievance. The first-step grievance shall be filed within 20 workdays of the action complained of, in accordance with the provisions of Section 10.05 of this Article.

- B. The Union and the Employer agree that it is in the best interest of all parties to resolve grievances at the earliest possible time. To that end, the Union and the Employer will use their best efforts to encourage employees and supervisors to participate in good faith in both the initial attempt to resolve the matter directly and, if that attempt is not successful, the mediation process described in this Article.

Section 10.05 Procedures for Formal Employee Grievances

- A. The parties recognize that the grievance documents should contain information sufficient and in such detail to adequately set forth the issue(s) so that there can be early resolution of the issue(s). All formal grievances must be presented in writing on the form set forth in [Appendix B](#) to this Agreement. Should an employee grievance

be settled at any step of this process, the grievant will withdraw the grievance in writing and the parties will reduce the settlement to writing, stating that the matter is closed and sign the settlement. In addition to the below described mediation efforts, the parties are encouraged to consider settlement throughout the grievance process.

B. Formal Grievance Procedures – Filing

1. Within 20 workdays of the action complained of, or the date the employee learned or should have learned of the matter, the employee may elect to file a formal grievance. The formal grievance shall be filed with the Labor Relations Officer/Specialist or designee, who will notify the Alternative Dispute Resolution (ADR) Program Manager to provide names of mediators as outlined in paragraph (a) below.

a) Mediation

- (1) Within five workdays of notice from the Labor Relations Officer, the ADR Program Manager shall provide a list of three names of mediators internal (RL/ORP employees). Upon receipt of the list of internal mediators, the supervisor and employee will meet to select a mediator from that list that is acceptable to both parties. If the supervisor and employee cannot otherwise agree on an acceptable mediator from that list, the supervisor and employee will strike one name from the list, repeating the process until one name is left. In all cases, a coin will be tossed to determine whether the supervisor or employee will begin the striking process.
- (2) The mediator selected, as described above, shall begin mediation efforts promptly using information provided on the form set forth in Appendix B and RL/ORP employee that the mediator deems appropriate. The mediation process will normally be limited to 15 workdays or less, starting with the date the ADR Program Manager provides names of the potential mediators to the supervisor and employee. Mediation may be extended, however, beyond 15 workdays if both parties and the mediator concur that continued mediation may resolve the matter.
 - (a) If the supervisor and employee are able to reach an agreement through mediation, the parties and the mediator shall put it in writing as a proposed resolution. Any mediated resolution will include a statement indicating that the grievant agrees to the mediated resolution by withdrawing the grievance.
 - (b) In order for the proposed resolution to become a final agreement, it must be signed by the supervisor, the employee, the mediator, a Union representative, and a labor relations official. If the Union has not represented the employee during the mediation, the Union

representative's signature will mean only that the Union agrees that the proposed resolution either does not impact other Bargaining Unit employees or that the Union's concerns regarding any impact have been resolved. The Union representative shall sign the resolution document under all other circumstances.

- (3) If the mediator determines, in his/her sole discretion, that an agreement between the supervisor and the employee is not reasonably possible, the mediator shall issue a report stating that a mediated settlement has not been achieved. The mediator will issue that report within two workdays of reaching the conclusion that a mediated agreement is not possible. Copies of the report shall be provided to the employee and to the RL/ORP Labor Relations Officer.
- (4) Within three workdays of the completion of the 15 workday mediation period or of a mediator's report that efforts are unsuccessful, the employee may present the written, first-step grievance to the second-level supervisor for processing.
- (5) Within 10 workdays of receipt of the second-step formal grievance, the employee's second-level supervisor must issue a final written decision to resolve or deny the grievance. If the grievance is resolved, the resolution shall be reduced to writing and signed by the employee, a Union representative, a labor relations official, and the second-level supervisor. Unless the Union has represented the employee during the formal grievance, the Union representative's signature will mean only that the Union agrees that the resolution either does not impact other Bargaining Unit employees or that the Union's concerns regarding any impact have been resolved. The Union representative shall sign the resolution document under all other circumstances.
- (6) For the purpose of Section 10.05(B), the RL/ORP Manager is the second-level supervisor for employees in organizations that report directly to the Office of the Manager. In all other cases, the appropriate Assistant Manager or his/her designee is the second-level supervisor.
- (7) If the second-level supervisor is unavailable to perform the functions set forth in Section 10.05 because of previously scheduled travel, training, leave, or because of illness or emergency situations (personal or work-related) and there is no designee available, the time periods shall be automatically extended for the number of workdays the individual was unavailable. In all other circumstances, the time periods for both the informal and formal grievance procedures are binding unless extensions of time are mutually agreed upon in writing. Unless there has been a written agreement to extend the time periods, formal grievances, untimely initiated or filed, will be rejected. Issues, allegations, or other matters not

raised during earlier steps in the informal or formal grievance process will be rejected.

- (8) Grievances involving a disciplinary or adverse action will start with the formal grievance procedure, bypassing the informal grievance procedure. In these instances, the second-level supervisor will be involved in the mandatory mediation.

- C. The employee may elect to have Union representation during the formal grievance process. The second-level supervisor may elect to be represented by the Office of Chief Counsel or the RL/ORP Labor Relations Officer.

Section 10.06 Consolidated Grievances

When there is an identical or a generally similar grievance by two or more employees, filed within 15 workdays of each other, the Parties will confer to determine whether they will be processed as a single grievance or consolidated. All employees in the group will be given a copy of the decision and the remedy, if any, that will apply to each. An employee may withdraw from a group grievance, in writing, anytime before a decision is rendered; however, the employee may not then initiate the same or substantially the same grievance.

Section 10.07 Employer or Union Grievances

Union or Employer grievances, not limited to individual or group dissatisfactions, will be in writing and will be initiated by the Union president, or designee, or by RL/ORP Manager, or designee. Notification to the other Party of the grievance must contain information sufficient and in such detail that it adequately sets forth the issues being grieved. The Party filing the grievance must do so within 10 workdays of the matter that gives rise to the grievance. The Parties will meet within five workdays in an attempt to clarify and resolve the grievance. Either Party may request that these meetings be mediated or facilitated. A written response to the grievance will be issued within 10 workdays of the meeting. The time periods set forth in this section may be extended upon mutual agreement of the Parties. If the grievant is dissatisfied with the response, the grievant may invoke arbitration in accordance with the terms specified in Article 11, Arbitration.

Section 10.08 Applicability Questions

- A. Challenges to the applicability of this grievance procedure on a particular subject matter shall be referred to arbitration by the Employer or the Union for a threshold ruling on the applicability.
- B. If the arbitrator determines that the grievance procedure applies to the particular subject matter, the Party challenging the applicability pays all costs associated with the arbitration. If the arbitrator determines that the grievance procedure does not

apply to the particular subject matter, the Party submitting the grievance pays all costs associated with the arbitration.

- C. Notwithstanding Section 10.08(A), either Party may conclude that in the interest of informal resolution of a matter, attempts at informal resolution are beneficial even if the subject matter may not be grievable. To that end, participation in the informal grievance process does not waive a challenge to the applicability of the grievance procedure.

Section 10.09 Appeal

Any grievance not satisfactorily settled under this grievance procedure shall be subject to binding arbitration that may be invoked by either the Employer or the Union in accordance with the provisions of Article 11, Arbitration.

Article 11 Arbitration

Section 11.01 Arbitration Eligibility

A grievance submitted in accordance with the Agreement that has not been settled to the satisfaction of the grieving party may, at the election of the Union or the Employer, be taken to arbitration. Arbitration may be invoked only by the Employer or the Union (not by the individual employee) in accordance with applicable laws and this Agreement, and only after the prescribed grievance procedures in [Article 10, Grievance Procedure](#), have been exhausted. The only issue or issues to be decided in arbitration will be the same as those described by the grievant during the grievance proceedings.

Section 11.02 Invoking Arbitration

The procedure for invoking and preparing for arbitration is as follows:

- A. If a Party wishes to invoke arbitration, it must be invoked within 10 workdays after receiving the other Party's final decision on a grievance, or within 10 workdays after the decision was due, by notifying the other Party in writing that arbitration is necessary. Requests for arbitration after these time periods will be deemed untimely and the grievance decision will be binding.
- B. Within seven workdays after receipt of a Party's written notification of its invocation of arbitration, the Parties shall meet to discuss the possibility of settlement and/or voluntary mediation of the dispute.
- C. If the Parties agree to voluntary mediation, the mediator may be selected in the following manner:
 1. Obtain a list of three names of internal mediators from the ADR Program Manager; or
 2. determine that use of an internal mediator is not acceptable and consult with the ADR Program Manager seeking his/her assistance in locating another mediator; or
 3. select any other manner mutually agreed to by the Parties.
- D. The use of a voluntary mediation process will serve to suspend any time limits set forth in this Article. The time limits shall remain suspended until one or both Parties determine that the mediation process will not resolve the dispute and provide the other Party with written notification of its intent to withdraw from the mediation process.
- E. If the Union and the Employer are able to reach an agreement through mediation, the Parties and the mediator shall put the resolution in writing. Any mediated resolution

will include a statement indicating that the Parties agree to the mediated resolution and the filing Party withdrawing from arbitration.

- F. Within five workdays of termination of mediation or a decision under Section 11.02(B) that mediation is not warranted, the Parties shall meet to select an arbitrator as set forth in Section 11.05 to discuss the possibility of stipulating the statement of issues in the case and whether the case can proceed to a decision without a hearing under the procedures in subparagraph D or whether a hearing, following the procedures set forth in Section 11.03, would be needed.
- G. If the Parties agree on the issue(s) being arbitrated and further agree that a hearing would serve no purpose, they may submit a joint submission of facts based on the formal grievance to the arbitrator with a request for a decision based only upon the facts and issue(s) thus presented. If the Parties cannot agree on the issue(s) and/or facts being arbitrated, but still agree that a hearing would serve no purpose, then each Party may submit a separate statement of facts and issues with a request that the arbitrator determine what the facts and issues are and render a decision based on the information provided.
- H. The time periods set forth in Section 11.02 (B) and (C) may be extended by mutual agreement of the Parties.

Section 11.03 Arbitration Hearing

If the Parties determine that a hearing is necessary, the procedures for the hearing will be as follows:

- A. Logistics: The Employer will be responsible for notifying the arbitrator and for making the required arrangements such as dates and times. The Employer agrees to furnish an appropriate hearing room for the arbitration. The arbitration hearing will be held during the standard office hours. A transcript will be made of the arbitration hearing upon request of either Party. The Party desiring a transcript will pay the costs of the transcript. If the opposing Party then requests a copy of the transcript or if the initial request is mutual or if the arbitrator requires a transcript of the hearing, transcript costs will be shared equally by the Parties. All other hearing costs will be distributed as provided in Section 11.06.
- B. Determination of Issues and Facts: As soon as possible, but no later than 10 workdays before the scheduled date of the hearing, the Parties shall meet to discuss joint submissions of issues and stipulated facts. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, they will exchange issue statements at least seven workdays in advance of the hearing. At the hearing, each side will submit to the arbitrator his statement of the issue, and the arbitrator will determine the issue from those submitted. To the extent that the Parties are unable to stipulate some or all of the facts, the arbitrator shall make findings of fact.

- C. Witnesses: The Parties shall exchange lists of witnesses as soon as possible, but no later than five workdays before the scheduled date of the hearing. Witnesses called must have relevant testimony to the issue being heard. Either Party may challenge the appropriateness of a witness. Disagreements will be provided to the arbitrator for resolution prior to the hearing.
- D. Supplemental Procedures: At the arbitrator's discretion, supplemental pre-hearing or hearing procedures may be used. Such supplemental procedures will not be in conflict with this Article except by mutual consent of the Parties.
- E. Postponement of Hearing: Once a hearing date has been set in accordance with the provisions of this Article, there shall normally be no recess, postponement, or rescheduling of the hearing by the Parties without mutual consent. If the Parties are unable to agree, the issue may be referred to the arbitrator for decision. The arbitrator will grant postponement only if, in the sole discretion of the arbitrator, one of the Parties would otherwise be seriously handicapped in its ability to present its case.
- F. Briefs: Briefs may be filed at the option of either Party or at the direction of the arbitrator. Any briefs submitted to the arbitrator will be simultaneously served on the opposing Party. Briefs are due either:
 - 1. Within 10 workdays of the closing of the record in the hearing; or
 - 2. if applicable, within five workdays of receipt of the transcript whichever is later.

Section 11.04 Leave and Official Time for Arbitration Procedures

If witnesses are employees of RL/ORP and otherwise in a duty status, they will be excused from duty without charge to leave to the extent necessary to participate as a witness in the arbitration hearing. If there is an identified grievant(s) who is an employee of RL/ORP, he/she will be excused from duty without charge to leave to the extent necessary to attend a mediation, settlement discussion, or an arbitration hearing. Union representatives who are Bargaining Unit members will charge time for participation in the mediation, settlement discussions, or an arbitration hearing to the time bank under the provisions of Article 7, Union Representation and Official Time. It is agreed and understood that should a mediation, settlement discussion, or arbitration hearing extend beyond normal duty hours, no credit hours, compensatory time or overtime shall be granted or paid to the grievant, the Union representative, or witnesses called by the Union. It is further agreed and understood that the Parties shall make every reasonable effort, including agreeing to present witnesses out of order, to ensure that employees participate during their normal duty hours. (Reasonable effort shall not include extending the mediation or arbitration to another day or days if that extension adds to the cost of the services of the mediator, arbitrator, or the court reporter. In addition, upon reasonable advance request by the employee, the Agency agrees to adjust the employee's tour of duty for the hearing day to correspond with the hours of the hearing.) The Parties agree and understand that any arrangements to accommodate an employee's normal hours of

duty are subject to the approval of the mediator or arbitrator and that approval can be granted or denied in his or her sole discretion.

Section 11.05 Selection of Arbitrators

The Parties will jointly request from the Federal Mediation and Conciliation Service (FMCS) a list of seven qualified arbitrators with Federal service experience in the Washington-Idaho-Oregon area. The Parties will meet within 10 workdays from the receipt of the list from the FMCS to pare down the list to three arbitrators acceptable to both Parties. If the Parties cannot mutually agree upon three of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list, repeating the process until three names are left. In all cases, a coin will be tossed to determine which Party will begin the striking process. The three remaining arbitrators will be listed alphabetically and selected for specific cases in that order. If the proposed selectee is not available within 30 calendar days of the request, the next person on the list will be proposed as the arbitrator, and so forth until an available arbitrator is located. The Parties, for a specific case, may mutually agree to select an arbitrator out of rotation.

Section 11.06 Costs

- A. Except as provided in [Article 10, Grievance Procedure, Section 10.08\(B\)](#), and Article 11, Arbitration, Sections 11.06(D) and 11.09(A), any mediator's or arbitrator's fees and expenses will be borne equally by the Parties. Travel and per diem shall not exceed travel and per diem authorized for Federal employees under the law, regulations, and guidelines applicable at the time of the hearing.
- B. Each Party shall bear the expense of its own non-employee witnesses and representatives. The Employer will not pay travel and per diem for the grievant, the Union representative, or any employee witnesses called by the Union.
- C. The Employer will provide a room in a Federal facility at no cost to the grievant or Union.
- D. The Party withdrawing an arbitration request or canceling a hearing shall pay any and all costs associated with the withdrawal or cancellation.
- E. The Parties shall share equally the cost of any other mutually agreed upon services in connection with the arbitration hearing.

Section 11.07 Arbitrator's Decision

The arbitrator will be informed that a decision is expected as soon as possible and normally no later than one month following the closing of the record in the hearing or the receipt of any briefs. The arbitrator's decision must be in writing and must include a finding of facts and an opinion containing the reason and basis for the decision. The

arbitrator shall send a copy of the decision to each Party. By mutual consent only, the Parties may request clarification of the arbitration's decision from the arbitrator.

Section 11.08 Limitations on Arbitrator's Authority

The arbitrator's authority is limited to deciding only the issue or issues presented in the formal grievance. The arbitrator shall have the authority to resolve identified questions or arbitrability and interpret and define the terms of this Agreement as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this Agreement, applicable laws, rules, regulations, or policies. Although non-precedential, the arbitrator's decision shall be final and binding, unless an exception is filed within established requirements and procedures, and the remedy shall be effected in a timely manner, normally within two pay periods, and in its entirety.

Section 11.09 Arbitrability Determinations

- A. If either Party alleges that the matter is not arbitrable, in whole or in part, there shall be a threshold decision by the arbitrator on the question of the arbitrability. The threshold issue will be argued by a separate written submission with a hearing unless there is mutual agreement that a hearing is not appropriate. If the arbitrator's decision is that the matter is arbitrable, the Party that alleges it was not arbitrable pays the arbitrator's costs and the cost of the court reporter if there was a hearing on the threshold issue. If the arbitrator's decision is that the matter is not arbitrable, the Party submitting the matter for arbitration pays the arbitrator's costs and the costs of the court reporter if there was a hearing on the threshold issue. The same time limits as set forth in Sections 11.02 and 11.03 shall apply to this proceeding.
- B. In the event that the arbitrator determines that the matter is arbitrable, the arbitration shall proceed on the substantive matter under the procedures and the time limits set forth in Sections 11.02 through 11.04. Costs for the substantive arbitration are governed by Section 11.06.

Article 12 Midcontract Negotiations

Section 12.01 Midterm Bargaining

This Agreement contains the complete and full understanding of the Parties. There shall be no midterm bargaining over any other matter, regardless of whether the topic was or was not addressed in the contract or during negotiations, unless the Parties mutually agree to reopen the contract. Reopeners by mutual agreement may occur at any time during the life of the contract.

Section 12.02 Laws and Government-wide Regulations

Mandatory amendments to this Agreement may be required after the effective date of this Agreement because of new (or changes to existing) laws or regulations of government-wide authorities. The Employer shall provide notice of such changes to the chief steward or other official designated in writing by the Union. The Parties shall utilize the ground rules described in Section 12.03 to negotiate for appropriate arrangements and, if necessary, to amend this Agreement to bring it into conformity with the changed law or government-wide regulation.

Section 12.03 Ground Rules for Appropriate Arrangements

The Union does not waive its rights to bargain over appropriate arrangements. The ground rules for bargaining over appropriate arrangements (I&I) are found in [Appendix C, Ground Rules for Midcontract and Impact and Implementation Negotiations](#), to this Agreement.

Article 13 Position Descriptions

Section 13.01 Position Description

- A. Each employee is entitled to a current and accurate position description that is precise as to title, series, and grade. Such documents will contain the principal/major duties and responsibilities assigned to the position which are important for determining the proper classification. Employees permanently assigned to positions will be provided a position description normally within 30 days of assignment. Position descriptions should be reviewed periodically to identify significant changes. An employee will be informed of changes made to his/her position description and will be provided a copy normally within 30 days.
- B. For those employees that may be requested to work rotational on-call assignments, the following statement will be included in their position description: "Employees may be requested to work rotational on-call assignments."

Section 13.02 Revising Position Descriptions

- A. Any employee who feels he/she is performing major duties on a regular and recurring basis outside of the scope of the position description should consult with his/her supervisor for clarification. If the problem cannot be resolved through the discussion, adding/deleting/ amending the position description to reflect current assignments, the employee may request that the supervisor have the position reviewed. The supervisor may request assistance from the HRM staff, who will review information provided that is relevant to the work. Upon completion of any such review, the HRM representative will discuss the findings with the supervisor and advise whether any duties found require personnel management action. If the position description is inaccurate, a revised position description containing the officially assigned and continuing duties will be prepared and submitted to HRM for classification. Any personnel actions resulting from the review will be in accordance with the applicable laws, rules, and regulations. Upon submittal by the supervisor, requested changes to position descriptions and, if appropriate, classification changes will be made within 90 days of receipt.
- B. Any employee who believes that his/her duties are accurately described, but inaccurate as to the title series, grade and/or pay plan which has been assigned, may file a classification appeal in accordance with current laws, rules, and regulations. Before filing an appeal, it is recommended that the employee work with their supervisor and HRM to discuss the identified concerns. Normally within 60 days, HRM will provide a classification decision or current re-certification. The employee may file a classification appeal directly to DOE-HQ or to OPM. Appeals must be in writing and include the information required under the Position Classification Appeals section in the [Introduction to the Position Classification Standards](#).

- C. In the event of a re-organization, the Union will be notified, as soon as practicable, that the Employer decides to reorganize any part of an organization in which Bargaining Unit employees are assigned. Such notice will identify significant changes in the duties and responsibilities of employees occupying Bargaining Unit positions affected by the reorganization. The Union will be notified of the proposed reorganization, as reasonably in advance as is practicable, but in no event less than two weeks before the proposed effective date. The Union agrees to maintain the confidentiality of the information prior to the issuance of notices or other announcements to the employees.
- D. The Employer will also inform the Union and the employee when changes in position classification standards result in classification changes to Bargaining Unit positions. Any resulting personnel actions will be processed in accordance with applicable laws, rules, and regulations.
- E. The Employer recognizes that in times of declining budget, downsizing, and reorganizations, employees are often asked to assume other duties that are not reflected in their position descriptions. When other duties are assigned for more than 90 days, the employee may request the Employer to review his/her position description to determine if the position description warrants revision.

Article 14
Employee Performance Management and Recognition Program
(revised June 29, 2017)

Section 14.01 Performance Management

The employee performance appraisal program will be administered in accordance with the requirements of 5 U.S.C. Chapter 43, 5 C.F.R. Part 430 and DOE Order 331.ID (approved December 16, 2016), as modified by this Article. This Article is an overview of the Employee Performance Management and Recognition Program and provides specificity with which the Program will be implemented. It is not a substitute for the Order.

Section 14.02 Management Rights and Obligations

Management reserves the right to decide the content of the performance plan (critical elements and standards of performance). Rating officials are encouraged to solicit input from the employee and discuss the development of the performance plan. Management is obligated to ensure that the critical elements and standards of performance meet requirements as identified in Section 14.01.

Section 14.03 Employee Rights

An employee has the right to discuss the content of the performance plan (critical elements and standards of performance) with the rating official anytime during the appraisal period. An employee may not grieve the assignment of work as set forth in his/her performance plan, but may grieve non-conformance with the performance system as set forth in this Article. Any employee grievance under this Article shall conform to Article 10 of the CBA.

Section 14.04 Union Activity

Union protected activity cannot be considered or referenced in connection with performance discussions and appraisals. It is unlawful for a rating official to lower or raise an appraisal because of an individual's Union activities. An employee's performance appraisal shall in no way be adversely affected due to an employee having sought assistance from the Union.

Section 14.05 Performance Plans

A. A performance plan is a written document defining the critical elements that set forth expected performance. Each covered employee will have a performance plan that will consist of critical elements that are specific to the position occupied, and standards of performance written in a manner that are within the employee's control to achieve.

- B. Performance plans will be provided to employees at the beginning of each appraisal period. Performance plans must be completed and signed by the employee and the rating and reviewing officials at the beginning of the appraisal period, normally within 30 calendar days, but no later than 45 calendar days from the effective date of an assignment, detail, or temporary promotion. The performance plan is considered official when the plan, signed by at least the reviewing and rating officials, is made available to the employee
- C. The normal annual appraisal period is the fiscal year: October 1 through September 30. The minimum appraisal period is 90 days from the date the employee is officially assigned, detailed, or temporarily promoted to a position.
- D. Performance plans will contain at least three, but no more than six, critical elements that are specific, measurable, achievable, relevant to the work performed, linked to organizational mission and goals, and time bound (SMART). While management has the right to determine the content of critical elements, supervisors may, if requested, discuss additional factors such as customer service, communication, teamwork, responsibility/accountability, resourcefulness, innovation, and safety.
- A critical element can be single, double, or triple weighted and can result in a maximum of six weighted critical elements. The total number of critical elements, including weighting, cannot exceed six.
 - If an employee is required to apply a specific requirement or standard, the rating official must make the requirement or standard available to the employee.
- E. Rating officials will encourage employee participation in the development of their performance plan. Upon receipt of a new performance plan or any revision of a critical element, and at the beginning of each annual rating period, an employee will be given an opportunity to review, comment on, and suggest changes or additions to the plan.
- F. Each critical element must be written at the Meets Expectations level, which may also be referred to as the Fully Successful level. If an employee asks, the rating official must be able to convey verbally what the standards of performance are that would enable the employee to receive an Exceeds Expectations rating.
- G. If work assignments change significantly during the appraisal cycle, the rating official will change the employee's performance elements and standards. The rating official will discuss such changes with the employee and communicate in writing before the proposed changes are implemented and become effective. If a performance plan is changed as a result of the addition/removal of a critical element(s) or the weights assigned to a critical element(s), and the employee has been operating under the critical elements for at least 90 days, the rating official will close out the performance plan, issue an advisory rating, and prepare a new performance plan. If this situation occurs within the last 90 days of the rating cycle, the rating official will issue an annual rating of record rather than an advisory rating.

H. Training on the Employee Performance Management Program is required for all covered employees at least every two (2) years; new covered employees are required to complete training within the first 45 days of the effective date of their assignment.

Section 14.06 Appraisal (Rating) Process

- A. Management will comply with requirements of Executive Order 5396 when evaluating the performance of disabled veterans.
- B. All employees shall be formally appraised against the critical elements and standards of performance established for their positions by their rating officials on at least an annual basis. The performance summary discussion for the previous year and the discussion of the performance plan for the following year can be accomplished at the same meeting, but must be separate discussions.
- C. The rating official may not issue a rating on critical elements unless they have been formally communicated and discussed with the employee. The rating official shall take in account factors beyond an employee's control, such as lack of resources, unavailability of training that directly impacts an employee's ability to perform assigned duties, and lack of work assignments.
- D. While not required, employees may submit input on their accomplishments during the appraisal period to be considered by their rating official to help determine the employee's rating. Employees are encouraged to use this opportunity.
- E. Each critical element must be rated at one of the following levels: Exceeds Expectations (EE), Meets Expectations (ME), or Fails to Meet Expectations (FME). A summary rating will be determined based on the following chart, from the draft desk guide:

Summary Rating Determination Chart

Total Weighted Critical Elements	Summary Rating	Shares Awarded
All at EE	SE	5
Majority at EE	EE	4
When majority ME or equally divided between EE and ME	ME	3
All at ME	ME	2
When all at ME and management elects to offer Award *	ME	1
At least one at FME	FME	0

** Supervisor must provide employee basis for selecting 1 share. For example, if the employee had been under a Performance Counseling and Guidance Memorandum during the year.*

Specific requirements for performing advisory and final ratings associated with

transfers, details, temporary assignments, and when rating officials change will be consistent with DOE Order 331.1D.

- F. When an employee separates, other than for a transfer, before the end of an appraisal period, a performance rating is not required to be completed unless requested by the employee. Consistent with 5 CFR 451.104(e), a bargaining unit employee who retires or otherwise separates from employment with the agency will not be precluded from receiving a cash performance award that the employee otherwise would have received, subject to pro-ration if applicable. For this, a performance rating is needed.
- G. The employee and rating official will meet to discuss the final annual rating. If either the employee or rating official requests the team leader to be present during the annual review, and the other party does not object, the team leader may attend.
- H. Employees are requested to sign the performance appraisal upon issuance by the rating official. The employee's signature certifies that the employee's summary rating has been discussed and the employee was provided a copy of the appraisal. The employee's signature does not indicate agreement with the rating.
- I. Employees wishing to request reconsideration of their summary rating shall provide written comments to the rating official within two (2) work days. Within an additional two (2) work days, the rating official must determine if the rating should be changed and revise the narrative and/or assessment to include the additional information that was considered. If the employee disagrees with the rating official's final summary rating, then the summary rating and comments must be elevated to the reviewing official (second level supervisor) by the rating official within two (2) work days. Within an additional two (2) work days, the reviewing official will attempt to resolve the differences before concurring with the assigned final rating or recommending changes and discussing issues/options with the rating official and/or employee. An employee may contact his/her servicing HR Office for guidance in requesting reconsideration of his/her rating of record.

Section 14.07 Poor or Unacceptable Performance

- A. If at any time during the appraisal period an employee's performance begins to decline in any critical element, the supervisor will bring the performance issue to the attention of the employee in accordance with the DOE Performance Management Order 331.1D.
- B. If at any time during the appraisal period an employee demonstrates that he/she is performing at least one critical element at the FME (unacceptable) level, the supervisor must contact his/her Servicing Human Resources Advisory Office for guidance. The supervisor must then inform the employee of his/her performance in writing and provide the employee with an opportunity to improve performance to an acceptable level by developing a formal Performance Improvement Plan (PIP). In accordance with DOE Performance Management Order 331.1D.

Section 14.08 Performance Based Awards

- A. As soon as practical after the annual performance rating period begins, management will provide the Bargaining Unit with the percentage value of 1 share. If the total funds available to the Bargaining Unit for all cash awards is less than 3% of the aggregate Bargaining Unit proportionate pay pool, then 100% of the funds available to the Bargaining Unit for all cash awards shall be allocated to the performance award pay pool. If there is a change made to the agency performance management and recognition program in ways that affect this paragraph, management will provide the union with reasonable notice and opportunity to bargain to the extent required by law.
- B. Separate performance award pay pools will be established for supervisors and non-supervisors based on the total salaries for each pool. The percentage that is used for the supervisory performance awards pool shall not be more than the performance awards pool percentage used for non-supervisory employees in accordance with DOE O 331.1D. The funds in the pay pool will be paid out until exhausted.
- C. Performance awards will be paid out of a pay pool, but an employee may request, and a supervisor may approve, time off in lieu of cash subject to availability and eligibility.
- D. Employees who are new to RL/ORP and have been covered by a performance plan under this program for a period of at least 90 calendar days, but less than 180 calendar days, during the annual appraisal period will have any performance award prorated against the fractional part of the annual appraisal period. The union may review and verify the correctness of the prorated time off annual performance award or cash annual performance award on behalf of an employee.
- E. Employees who have been covered by a performance plan under this program for a period of 180 calendar days or more during the annual appraisal period will receive the full amount of any performance award earned.
- F. Awards will be determined based on the summary rating of record and shares multiplied by the applicable share value of the applicable performance pay pool.
- G. A full or part-time employee with a summary rating of SE is eligible for a quality increase or equivalent pay adjustment, in lieu of a cash or time-off award, in accordance with DOE O 331.1D criteria.

**Memorandum of Agreement
Between
US Department of Energy Richland Operations Office (RL) and Office of River
Protection (ORP)
and
American Federation of Government Employees (AFGE), Local 788,
Professional and Non-Professional Units**

The parties are Chief Negotiators for RL, ORP and AFGE.

The parties reached agreement in the negotiation of DOE Order 331.1D, Employee Performance Management and Recognition Program, approved December 16, 2016.

The attached document, Article 14, Employee Performance Management and Recognition Program, replaces the previous Article 14 of the Collective Bargaining Agreement dated June 1, 2012.

AGREED:

Doug Aoyama, Chief Negotiator
Richland Operations Office

Date

AGREED:

Ken Wade, Chief Negotiator
Office of River Protection

Date

AGREED:

Julie A. Reddick, Chief Negotiator
Professional and Non-Professional Units, AFGE, Local 788

Date

Article 15 Within-Grade Increases

Section 15.01 Policy

An employee paid at less than the top step of the grade of his/her position will be granted a within-grade increase (WIGI) in accordance with law and regulation when:

- A. The employee's most recent rating of record is at an acceptable level of competence (ALOC) (ALOC = Fully Successful);
- B. the employee has completed the required waiting period for advancement to the next step; and
- C. the employee has not received an equivalent increase during the waiting period.

Section 15.02 Determination

- A. Supervisors are encouraged to make the ALOC determination as soon as practicable after receiving a 90-day notification that a WIGI is due.
- B. If the ALOC determination is positive, the WIGI will be effective on the first day of the first pay period following completion of the required waiting period.
- C. If the supervisor's ALOC determination is negative, in a written notice to the employee the supervisor will:
 1. Identify the reasons for the negative determination and areas in which the employee must improve to receive the WIGI; and
 2. inform the employee that he/she may request reconsideration of the negative ALOC determination.

Section 15.03 Special Appraisals for Within-Grade Increase (WIGI) Determinations

- A. If an employee is due a WIGI and the current performance does not support a WIGI (that is, the employee has a current rating of Fully Successful; yet performance has deteriorated to a point that the employee is not performing at an ALOC to justify a WIGI), a more current rating of record must be prepared prior to the effective date of the upcoming WIGI, and the employee will be provided a PIP. The WIGI determination will be made using one of the following two methods:
 1. Upon completion of the PIP using the defined timeframe, and if an ALOC is achieved, a new performance rating will be completed, but will not replace the Unacceptable rating of record on file; or
 2. The provisions of the PIP have been successfully completed (an ALOC is achieved) prior to the defined timeframe, but no earlier than 30 days into the PIP,

a new performance rating will be completed, but will not replace the Unacceptable rating of record on file.

- B. When an ALOC is achieved at some time after a negative determination (i.e., denial of a WIGI), the effective date of the WIGI is the first day of the first pay period after the ALOC determination has been made.
- C. If the PIP results in a continued Unacceptable performance, the WIGI will be denied (refer to [Article 38](#), Performance-Based Actions, for further guidance).

Section 15.04 Reconsideration of Denial

If an employee wishes to request reconsideration of a within-grade denial, a written request must be submitted to HRM within 15 calendar days after receiving notice of the negative ALOC determination, stating the reasons the Employer should reconsider its decision. After consideration of the employee's written statement and any other pertinent information, the Employer will issue a final written decision. If the Employer's reconsideration decision is positive, the employee will receive the WIGI to be effective retroactive to the first day of the first pay period following completion of the required waiting period. If the Employer's reconsideration decision is negative, the employee will be advised of appropriate negotiated grievance rights.

Article 16 Training and Development

Section 16.01 Policy

Job-related training and development of employees is a matter of significant importance to fulfilling the mission of the Department. Appropriate training and career development of employees, as determined necessary by the Employer and as funds permit, are provided insofar as they foster effective and efficient operations. Employees are encouraged to discuss any training they feel is appropriate with their immediate supervisors. The office responsible for training is available to advise employees and their supervisors regarding available training. Approval of training requests will be consistent with DOE O 360.1B, Federal Employee Training, and amendments thereto.

Section 16.02 Individual Development Plan

During the performance management process, supervisors are expected to work closely with their employees in identifying the delta between the job requirements and the employee's developmental assessment. All training needs will be documented on the employee's Individual Development Plan.

Section 16.03 Training Home Page

The office responsible for training maintains current lists of available non-government and government training opportunities (for example, educational programs provided by the OPM and the USDA Graduate School). A list of available training opportunities is located via [Training Home Page](#). Employees are authorized to review these lists and encouraged to apply for training opportunities, via the electronic registration system.

Section 16.04 Onsite Training

Employee requests to attend training at the Employer's facilities during duty hours will be considered in accordance with applicable regulations. Employees may obtain copies of these regulations from the office responsible for training.

Section 16.05 Offsite Training

For employees who have obtained necessary approval from the Employer for training outside the Employer's facilities, authorized expenses will be reimbursed for those expenses in accordance with applicable regulations. Employees may obtain copies of these regulations from the office responsible for training. Refer to Article 28, Travel, for expenses associated with offsite training.

Section 16.06 Professional Licenses and Certifications

RL and ORP employees may be reimbursed for personal expenses incurred for job-related professional credentials (licenses, certifications, and professional accreditation) and examinations to obtain these credentials. The procedures for obtaining reimbursement are located in RIMS, Human Resource Management System, Training and Employee Development, Professional Credentials. [Training and Employee Development - Professional Credentials](#)

Article 17 Employee Recognition and Awards

Section 17.01 Employee Recognition

- A. Employees of the Richland Operations Office (RL) and Office of River Protection (ORP) are eligible to nominate an employee for a recognition award using the guidance outlined in the [Employee Recognition and Awards Program Plan](#) and to receive recognition. All nominations must be in writing and supported by written justification.
- B. The Employee Recognition Program will be administered in accordance with [5 U.S.C. Chapter 45](#), [5 C.F.R. Part 451](#), and [DOE O 331.1A](#), Employee Performance Management System, and amendments thereto.
- C. The Employer agrees to provide the Union a semi-annual report of Bargaining Unit Employee vs. Non-bargaining Unit Employee award allocations (Supervisory and Senior Executive Service employees excluded). This report will identify the percentage of monetary and Time-Off award allocations by grade and award category.

Section 17.02 Type of Recognition

A list of available monetary and non-monetary awards and associated procedures are specified in the RL/ORP Employee Recognition and Awards Program Plan and will be available on the HRM Home Page.

Article 18 Merit Promotion

Section 18.01 Policy

Personnel actions involving Bargaining Unit positions that require competition will be taken using merit principles, the provisions of this Article, applicable laws, regulations, [DOE O 320.1, Acquiring and Positioning Human Resources](#), and amendments thereto, and [RL Directive 3335.1A](#), Richland Operations Office Merit Promotion Plan, and amendments thereto.

Section 18.02 Application

A. This Article applies to the following personnel actions when they involve Bargaining Unit positions, except for those listed in Section 18.02(B):

1. Permanent promotions;
2. vacant positions;
3. temporary promotions in excess of 120 calendar days, and term promotions;
4. reinstatement to positions of higher grade or having known promotion potential greater than the last non-temporary position held except when the employee is being reinstated from the reemployment priority list;
5. transfer to a higher-graded position or to a position with known promotion potential, as defined in applicable personnel policies and guidance, greater than the position currently held;
6. reassignment or demotion to positions with known promotion potential greater than the employee's current position (except as required by RIF regulations);
7. selection for training required to prepare an employee for promotion (i.e., when eligibility for promotion depends on whether the employee has completed training); and
8. details of more than 120 consecutive calendar days to higher-graded positions, or positions with known promotion potential.

B. This Article does not apply to the following personnel actions:

1. Re-promotion to the same or a lower grade than one from which an employee was demoted involuntarily and without cause. Acceptance of a downgrade in lieu of separation in a RIF and a demotion due to a classification error are not voluntary demotions;
2. a position change required by RIF regulations;
3. selection of a candidate from the reemployment priority list even to a position at higher grade than the one currently held in the competitive service;
4. a promotion resulting from the upgrading of a position without significant change in duties and responsibilities due to issuance of a new classification standard or the correction of a classification error;

5. a career promotion when, at an earlier stage, the employee was selected from an OPM register or was selected under competitive promotion procedures for a position intended to prepare the employee for a full performance level position at a higher grade level. The opportunity for further promotion must be made a matter of record and the existence of career ladders must be documented;
6. a career promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities;
7. a lateral position change from one position having no known promotion potential to another position having no higher potential;
8. a temporary promotion of less than 120 days;
9. a detail of less than 120 days even if to a higher-graded position or a position with known promotion potential;
10. a conversion to permanent promotion or reassignment from temporary promotion or detail if:
 - a) The detail or temporary promotion was made initially according to competitive procedures; and
 - b) the fact that it might lead to a permanent promotion or reassignment was stated in the vacancy announcement.
11. a career ladder promotion following non-competitive conversion of a cooperative education student in accordance with [5 C.F.R. 213, Schedule C](#);
12. promotion of a candidate not given proper consideration in a previous competitive promotion action and therefore entitled to priority consideration. This will be given one time to a position at the same grade level and with equivalent known promotion potential to the position for which the employee was improperly considered;
13. reinstatements to the same or lower grade level when there is no impact to Bargaining Unit employees in the organization where position vacant; and
14. actions that result from a judicial or administratively binding decision.
15. promotion to a grade for which the employee competed and was selected in the past and subsequently took a change to lower grade for personal reasons.

Section 18.03 Vacancy Consideration

- A. In its search for qualified applicants for Bargaining Unit positions, the minimum area of consideration will be RL/ORP-wide for all vacancy announcements.
- B. If a wider area of consideration is desired by the supervisor, the area of consideration may be expanded to include any of the following:
 1. Commuting area (status candidates only);
 2. commuting area;
 3. DOE nationwide;
 4. nationwide (status candidates only); or
 5. nationwide.

- C. If a supervisor requests a wider area of consideration, in the interest of efficiency, the vacancy announcement will be posted using the requested area of consideration; however, the HR Representative will first look for qualified RL/ORP candidates to refer to the selecting official from the list of highly qualified applicants. If a list of highly qualified applicants from RL/ORP employees is available, this list will be referred to the selecting supervisor first. If the selecting supervisor determines that the referral list does not meet his requirements, additional candidates may be referred.

Section 18.04 Procedures for Veterans under Merit Promotion

Preference eligibles or veterans who have been separated under honorable conditions from the armed forces after three or more years of continuous active service may compete for vacancies under merit promotion when the Employer accepts applications from individuals outside the Agency's workforce. Additionally, when the minimum area of consideration is used, the employer will accept late applications from 30% or more disabled veterans after the closing date and up until a selection has been made.

Section 18.05 Vacancy Announcements

- A. The Employer will issue a vacancy announcement for all vacancies that must be filled in accordance with the procedures of this Article. Vacancy announcements advertised within the Richland Operations Office and Office of River Protection; and the local commuting area will be sent out electronically to all employees and will remain open for a period of not less than 10 calendar days. If a wider area of consideration is used, the vacancy announcement will remain open in accordance with [DOE O 320.1, Acquiring and Positioning Human Resources](#) or amendments thereto. In addition, the announcement will be posted on a bulletin board in HRM and written copies will be available to requesting employees.
- B. At a minimum, the vacancy announcement will contain:
1. announcement number;
 2. opening and closing dates (if open continuously, the announcement will so indicate);
 3. position title, series, grade;
 4. organization location and duty station;
 5. known non-competitive promotion potential;
 6. area of consideration;
 7. veterans consideration statement on vacancy announcements when the Employer accepts applications from individuals outside the Agency's workforce*;
 8. principal duties, including the amount of travel;
 9. qualification standards and any selective placement factors;
 10. evaluation methods and ranking factors;
 11. procedures for applying;
 12. statement of equal employment opportunity; and
 13. number of positions expected to be filled.

* The statement on vacancy announcements will read as follows: “Veterans who are preference eligibles or who have been separated from the armed forces under honorable conditions after three years or more of continuous active service may apply. Applicants must provide proof of this eligibility.”

- C. If a vacancy announcement for a Bargaining Unit position is canceled, a cancellation notification will be issued in the same method that the vacancy announcement was issued. Additionally, a copy of the cancellation notification will be placed in the official file.

Section 18.06 Consideration for Vacancy

- A. Any individual who wishes to be considered for an announced vacancy must submit an application consistent with directions on the vacancy announcement. No automatic consideration will be granted. Applications will be accepted if they are received on or before the closing date. Applications will also be accepted if they are postmarked by the closing date and received prior to the commencement of a merit promotion panel or the issuance of a selection certificate to the selecting supervisor; however, if a web-based application system is utilized, applications will be accepted until midnight (eastern time, nine o'clock pacific time) on the closing date of the vacancy announcement through the automated system (unless other arrangements have been made).
- B. RL/ORP employees on authorized leave, or temporarily absent for any other reason, who wish to be considered for vacancies during their absences may submit applications to HRM prior to leaving, for each type of position and grade level for which consideration is desired. Absent DOE employees may also fax in copies of applications (to be followed as soon as possible by submission of the original), or they may have another individual hand deliver their completed application to HRM on or before the closing date. However, if a web-based application system is utilized, employees will be responsible for applying on line during the period when the vacancy announcement is open.

Section 18.07 Applicant Review

- A. Applicants shall be screened against the appropriate qualifications standard as prescribed in the OPM Operating Manual for Qualifications Standards for General Schedule Positions, and against any applicable selective placement factors. Applicants should include all relevant experience and training, such as military, volunteer, and both Federal and non-Federal work. A selective placement factor is a knowledge/skills/abilities (KSAs) or special qualifications that are in addition to the minimum qualifications in a qualification standard, but are determined to be essential to perform the duties and responsibilities of a particular position. That is, they are competencies that are essential for an employee to bring to the job. Applicants who do not meet a selective placement factor are ineligible for further consideration.

When applicants do not meet the minimum qualification requirements or the selective placement factor, they will be notified of this in writing as soon as possible. Additionally, if a selective placement factor is to be included as a basis of rating, it will be identified as a KSA and noted on the vacancy announcement.

- B. The list of applicants meeting the minimum qualification requirements will be submitted to a promotion committee or a selecting official; however, in a situation in which a web-based application system is utilized, there may not be a requirement for convening a promotion committee. The ranking of candidates may be done through the automated system based on applicant answers to questions or a phased approach may be used wherein applicant answers to questions are the first step in the process followed by promotion committee or subject matter expert scoring of narrative responses to questions.
- C. A promotion committee or ranking official (subject matter expert), when used, will evaluate the merit promotion file. This review will be done to determine a list of the best-qualified candidates.

Section 18.08 Selection

- A. The selecting official will usually make a decision to select or not select normally within 30 calendar days of receiving a list of qualified candidates.
- B. Interagency and Career Transition Assistance for Surplus and Displaced Federal Employees procedures will be applied in accordance with OPM Regulations, [5 C.F.R. 330](#) and DOE CTAP Manual.
- C. If one competitive applicant is interviewed from the selection roster (i.e., GS-560-11) all candidates in this category will be interviewed.
- D. Candidates referred and further interviewed will be asked the same set of questions.
- E. Candidates referred to the selecting officials but not selected will be provided specific information regarding the basis for their non-selection upon request from the candidate. This feedback will be offered when candidates are notified of non-selection.
- F. Candidates who are not designated as “best qualified” will be provided specific information regarding the basis for their non-designation of best qualified upon request from the candidate.
- G. All selections will be announced to all RL/ORP employees on a monthly basis and will include the name of the selectee, position, and organization.

Section 18.09 Career Ladder Promotions

- A. No employee shall receive a career ladder promotion unless his or her current rating of record is “Fully Successful” or higher. In addition, no employee may receive a career ladder promotion who has a rating below “Fully Successful” on a critical element that is also critical to performance at the next higher grade of the career ladder.

- B. Employees appointed to career ladder positions will be promoted on the first pay period after the employee becomes eligible to be promoted according to regulatory requirements and the following elements are met:
 - 1. Work is available at the next higher level designated in the applicable career ladder;
 - 2. the employee is capable of satisfactorily performing work at the next higher level;
 - 3. the employees current performance is “Fully Successful” level or higher; and
 - 4. the employee is not on a performance improvement plan.

- C. If the supervisor determines that an employee does not meet the criteria for advancement to the next career ladder, the supervisor will document the reasons why and prepare a document that states what the employee needs to accomplish to be promoted to the next career ladder. The accomplishments will be objective and achievable.

Article 19 Details and Temporary Promotions

Section 19.01 Policy

- A. Personnel actions for details and temporary promotions involving Bargaining Unit positions will be made in accordance with applicable law, regulations, [DOE 3335.1C](#), Merit Promotion, and amendments thereto, [RL Directive 3335.1A](#), Richland Operations Office Merit Promotion Plan, and amendments thereto, and this Article.
- B. For the purpose of this Article, details or temporary promotions are temporary assignments for a specific period of time to an established position with a set of duties and responsibilities different from the ones permanently assigned.

Section 19.02 Qualifications

- A. All employees temporarily promoted to higher-grade duties must meet time-in grade restrictions and qualification criteria; and
- B. all employees detailed to a temporary assignment must meet qualification criteria.

Section 19.03 Documentation

- A. A Notification of Personnel Action, SF-50, will document temporary promotions for employees assigned to higher-graded duties for more than two pay periods.
- B. Details to a position at the same or lower grade without promotion potential of 30 calendar days or less are made without documentation.
- C. Details to a position at the same or lower grade without promotion potential of more than 30 calendar days but less than 120 calendar days will be documented with a Request for Personnel Action, SF-52.
- D. When it is anticipated that a position will be temporarily vacant for more than 120 calendar days, the position may be competed. If competed, the position will normally be competed internally. Appropriate documentation will be provided to the employee. Positions advertised will be filled in accordance with Article 18, Merit Promotion.

Section 19.04 Procedures

If a position is temporarily vacant for less than 120 calendar days, and more than one employee located within the organization where the temporary vacancy exists is qualified for the temporary assignment and management elects to temporarily fill the vacant position, one of the following actions will occur at the discretion of management:

- A. Rotation among qualified employees within the organization where the vacancy exists in order of seniority. Seniority shall be determined based on SCD for total creditable service. The employee with the most seniority will be offered the rotation first. Rotations will typically be equal in length of time among those employees rotating; or
- B. If the supervisor cannot accommodate a rotation due to unusual circumstances (e.g., workload issues, sensitivity, consistency, etc.) the position will be advertised.
- C. Assignments to temporary special projects (e.g., task teams) where no vacancy exists will be accomplished through management directed details.

Section 19.05 Recognition

Supervisors are encouraged to recognize, in an appropriate manner, those employees who performed temporary details for two pay periods or less.

Article 20 Reassignments

Section 20.01 Employer Right

The Employer has the right to unilaterally reassign employees to meet mission requirements (see [Article 4, Management Rights](#)). The employer agrees to take the necessary time, especially during restructuring/reorganizations, to thoroughly evaluate opportunities for open competition.

Section 20.02 Procedure

An employee who is going to be reassigned will be given advance notice, as soon as practicable.

Section 20.03 Request for Reassignment

Employees may request to be reassigned at any time. The Employer will consider such requests, but is under no obligation to grant such a request.

Article 21 Notification Procedures

Section 21.01 Policy

- A. The Employer and the Union agree that a stable healthful work environment that contributes to employee comfort, productivity, and job satisfaction is an important organizational objective. Both Parties further agree that reorganizations and relocations will be effectuated as quickly as possible to minimize disruption to Employer operations. When the Employer determines that it is necessary to reorganize or to physically relocate employees, it will provide advance notification to the Union to begin a cooperative discussion. The objective is for reorganizations/relocations to be thoroughly coordinated with the Union, well planned and implemented promptly, in accordance with statutory requirements, and to minimize adverse impact to staff and organizational disruption.
- B. The Union does not waive its rights to bargain over appropriate arrangements. The ground rules for bargaining over appropriate arrangements (I&I) are found in [Appendix C](#), Ground Rules for Midcontract and Impact and Implementation Negotiations, to this Agreement.

Section 21.02 Definitions

For the purposes of this Article:

- A. “Relocation” means a physical move of the employee(s) in a work unit from one work site (e.g., office, suite of offices, shop, building) to another. Temporary onsite relocation, of less than 30 days duration, for office refurbishing, (e.g., painting and carpeting) will not be subject to this notification procedure; if seating or office layout arrangements are changed, formal notification will be made.
- B. “Reorganization” means establishment of a new organization, abolishment of an existing organization, or a change in the name, structure, geographic location, mission, functions, or relationship of an existing organization.
- C. “Advance notice” means written notification submitted as soon as there has been a determination to reorganize or physically relocate employees.
- D. “Notice” means written notification sent via electronic mail, submitted as much in advance of the proposed implementation date as possible. If electronic files are unavailable, then a hard copy will be delivered to the Union office with a follow-up electronic mail to announce that a hard copy notification has been sent.
- E. “Implementation date” means the calendar day proposed by management to effectuate the reorganization or relocation.

Section 21.03 Disclosure of Plans

The Employer and Union agree to jointly communicate the implementation of reorganizations.

Section 21.04 Reorganization

- A. Where the Employer wishes to reorganize, the Employer will give a minimum of two weeks advance notice to the Union utilizing the form provided in [Appendix E](#), Union Reorganization Notification.
- B. If the proposed reorganization involves relocation of employees, the Employer also agrees to provide Union notification utilizing [Appendix F](#), Union Relocation Notification.

Section 21.05 Relocation

When relocation of employees is proposed by the Employer, the Employer will give a minimum of two days advance notice, prior to scheduling the relocation, to the Union utilizing Appendix F, Union Relocation Notification.

Section 21.06 Office Space Assignments

- A. In making determinations regarding office space assignments, in conjunction with a relocation, the Employer agrees that it will not group, align, or assign workspace locations according to Bargaining Unit status. In making such office space assignments, the first line supervisor will seek employee input and voluntary agreement as to workspace locations. If employees are unable to reach such agreement, the office space assignments, excepting employees with disabling conditions, shall be determined by seniority preference according to descending grade level and then earliest SCD among the employees in the immediate work unit.
- B. In cases where an office is vacated that is considered desirable by an employee of the immediate work unit, the employee shall direct his request to occupy the vacant office to his first line supervisor. If the employee and supervisor are unable to satisfactorily resolve the matter, the employee may involve the Union in the matter. The Employer agrees that no contractor employee shall be assigned vacant office space without first affording Federal employees within the same work unit the opportunity to occupy that space.

Article 22 Temporary Employees

Section 22.01 Federal Employees Health Benefits Program

Temporary employees who have completed one year of current continuous employment, excluding any break in service of five days or less, are eligible to enroll in the Federal Employees Health Benefits Program. The Employer will notify eligible Bargaining Unit employees at least 30 days in advance of their opportunity to enroll or in accordance with current regulations. Temporary employees are ineligible for Federal Employees Life Insurance benefits.

Section 22.02 Termination

Temporary employees may be terminated at any time upon notice from the Employer. The Employer will attempt to give the employee as much advance notice of such termination as is practicable. When the temporary appointment is terminated prior to the expiration date, the Employer will provide a written notice stating the reason for the termination.

Section 22.03 Performance Appraisals

Performance appraisals for temporary employees will be conducted in accordance with [Article 14](#), Performance Management Program.

Article 23 Part-Time or Job Share Employees

Section 23.01 Policy

Employees may request consideration to switch from full-time to part-time or job share employment schedules. Job share is defined as a part-time tour of duty of two (or more) employees arranged in such a way as to cover a single full-time position. Employees requesting to job share should be in the same occupational series, position description, or in the same line of work. Employees not in the same occupational series, position description, or in the same line of work must qualify for the position for which they are applying to job share. The request must be in writing and must indicate that the request for conversion to part-time employment is voluntary and provide a desired effective date. Where management is unable to accommodate such a request, the manager concerned shall, upon request, furnish the employee with a written response outlining the reasons for the denial.

Section 23.02 Converting to Part-Time

Employees who accept or convert to a permanent, part-time schedule have no guarantee that they will subsequently be converted to full-time employment.

Article 24 Probationary Employees

Section 24.01 Policy

The Employer shall utilize the probationary period as fully as possible to evaluate the employee's progress and assist the employee to resolve his/her deficiencies. Should it become necessary to separate the employee during the probationary period, the Employer will do so pursuant to law and Federal regulations governing probationary employees.

Section 24.02 Unsatisfactory Performance

Probationers being terminated for unsatisfactory performance or conduct will be notified in writing as to why they are being separated and the effective date of the action. The notice will state the reason and, as a minimum, consist of the Employer's conclusions as to the inadequacies of performance or conduct.

Section 24.03 Probationary Period for Managers and Supervisors

An employee who, for reasons of supervisory or managerial performance, does not satisfactorily complete the probationary period is entitled to be assigned to a position of no lower grade and pay than the one the employee left to accept the supervisory or managerial position. This process will be carried out pursuant to law, C.F.Rs., and DOE Order governing the probationary period for managers and supervisors.

Article 25 Hours Of Work

Given that Alternate Work Schedules (AWS) can improve employee morale and attract a quality workforce, the Employer agrees that all employees will have an opportunity to participate in a flexible work schedule (FWS) benefiting both the employee and employer. Flexible scheduling will enable employees to adjust their work schedules that may better balance personal or family needs.

However, new employees who do not choose a FWS before their entrance on duty date will automatically work the following (basic) fixed schedule: Monday through Friday, 8:00 a.m. to 4:30 p.m. with a 30 minute lunch break. A FWS is available upon request to the supervisor.

Section 25.01 Administrative Workdays

Administrative workday is defined as the hours during which established work schedules occur. The administrative workday is Monday through Friday, 12:01 a.m. to 12:00 p.m. (midnight).

Section 25.02 Basic Work Requirement

A full-time employee working FWS must work 80 hours in a biweekly pay period; however, the basic work requirement for an employee working the fixed schedule (as noted in paragraph 2 of the introduction) is 8 hours per day or 40 hours per week. A part-time employee may work between 32 and 64 hours in a biweekly pay period depending on their part-time schedule approved by their supervisor.

Section 25.03 Flexible Work Schedules (FWS)

- A. FWS is covered under the provisions of the AWS guidance in [5 U.S.C., Chapter 61](#), and [5 C.F.R. 610](#).
- B. The AWS Program must operate in a manner to ensure that offices and facilities are adequately staffed five days each week to fulfill RL and ORP's missions.
- C. An employee's election to participate in Option A or B identified below may be restricted if it is determined that the schedule will cause an adverse Agency impact. Adverse impact is defined as:
 - 1. A reduction of the productivity;
 - 2. a diminished level of services provided to the public; or
 - 3. an increase in the cost of local operations (other than a reasonable administrative cost relating to the process of establishing an FWS).

Option A:

A full-time employee may work a flexible schedule of eight 9-hour days and one 8-hour day for a total of 80 hours in a biweekly pay period. The full-time employee has one day off in each biweekly pay period and will identify which day of the pay period to be off with supervisory approval. Supervisors will coordinate work schedule approvals to ensure proper coverage five days per week every week. Core hours for each administrative workday are 9:30 a.m. to 2:30 p.m., and there are no core hours for the designated day off. Employees may establish their work schedule by varying their arrival and departure times on a daily basis. For established work schedules, employees must arrive at work between 6:00 a.m. and 9:30 a.m. and leave between 2:30 p.m. and 6:00 p.m., ensuring they work their scheduled 9 hour days and one 8 hour day. This established work schedule must be followed each pay period until a change to work schedule has been requested and approved by the employee's supervisor. Employees must be either in a work, leave, or lunch status during core hours; unless they are using earned credit hours, comp time, or hours from a time-off award.

A part-time employee works fewer than 80 hours in a biweekly pay period.

Option B:

A full-time employee must work 8 hours a day, 40 hours a week, and 80 hours a biweekly pay period. Employees will work five consecutive workdays of 8 hours each. Core hours are Monday through Friday, 9:30 a.m. to 2:30 p.m. Employees may establish their work schedule by varying their arrival and departure times on a daily basis within the established administrative workday and defined core hours. For established work schedules, employees must arrive at work between 6:00 a.m. and 9:30 a.m. and leave between 2:30 p.m. and 6:00 p.m. ensuring they work their scheduled 8 hour days. This established work schedule must be followed each pay period until a change to work schedule has been requested and approved by the employee's supervisor. Employees must be either in a work, leave, or lunch status during core hours; unless they are using earned credit hours, comp time, or hours from a time-off award.

Reasonable efforts will be made by the supervisor to provide an opportunity for an employee to utilize their desired option provided in this Article.

Section 25.04 Core Hours

- A. All full-time employees are required to be on duty during core hours (9:30 a.m. to 2:30 p.m.) as designated above (except during lunch periods or when other absences are approved).
- B. Part-time employees may or may not be assigned to the core hours, depending upon the needs of the organizational unit. Although not required, part-time employees should work core hours to the extent practicable.

Section 25.05 Credit Hours

- A. Employees of RL and ORP working FWS have the ability to earn and use credit hours. Hours may be worked in excess of the basic requirement to vary the length of the workday or work week. Employees may earn credit hours without prior supervisory approval; however, employees must have supervisory approval prior to using credit hours. Employees may earn no more than six credit hours per scheduled workday, and may earn credit hours for time worked during the employees scheduled lunch period. Full-time employees may carryover a maximum of 24 credit hours between biweekly pay periods. Part-time employees may carry over one-fourth (1/4) of the hours in their biweekly basic work period. Credit hours may not be earned on holidays, weekends, the scheduled day off, or during travel. Credit hours must be worked within the administrative workday (Monday through Friday, 12:01 a.m. to 12:00 p.m. (midnight)).
- B. Employees working a (basic) fixed scheduled, noted in the introduction, paragraph 2, are not eligible to earn credit hours. Credit hours may only be earned by employees working FWS.

Section 25.06 Holidays

- A. Holiday pay (when no work is performed): Employees who do not work on a day designated as a Federal holiday (or a day observed as a holiday) are entitled to their rate of basic pay on that day for 8 hours (see [5 U.S.C. § 6124](#)). The first 8 hours of the employee's work schedule are designated by the Agency as "holiday hours."
- B. Because an employee on the flexible 8/9's work schedule cannot receive more than 8 hours of pay on a holiday, it is RL/ORP policy that the holiday will automatically become the employee's 8-hour workday for any pay period in which a holiday occurs and the employee will elect one of the following:
 - 1. Work 9 hours (one extra hour) on the approved 8-hour day;
 - 2. earn one credit hour during the pay period. If credit hours are earned, the one extra credit hour may be applied as the 9th hour on the 8-hour day; or
 - 3. charge one hour of appropriate time on the 8-hour day so that 9 hours are accounted for on that day.
- C. This substitution will occur to ensure 80 hours in a biweekly pay period.

Section 25.07 Travel and Training

- A. Employees working FWS, Option A, who are requested to travel, or attend training or a conference on their scheduled day off, or for employees planning to return home from a travel trip on their day off, one of the options listed below must be chosen:

1. The supervisor has the discretion to alternate the scheduled day off to another day within the same pay period; or
 2. revert to a 5/8's schedule for the entire pay period.
- B. If attendance at training or a conference does not involve the scheduled day off, the employee may remain on the 8/9's schedule. Additionally, if the employee returns home from travel prior to their scheduled day off, the employee may remain on the 8/9's schedule.

Section 25.08 Change in Work Schedule

Employees may request changes, through their supervisor, from one approved work schedule to another.

ADDENDUM

To

ARTICLE 25, HOURS OF WORK

COLLECTIVE BARGAINING AGREEMENT

Between

AFGE, Local 788 (Union)

And

DOE Richland Operations Office (RL) and Office of River Protection (ORP) (Management)

Section 25.03 Flexible Work Schedules (FWS)

(Add) Option C:

A full-time employee may work a flexible schedule of four 10-hour days per week for a total of 80 hours in a biweekly pay period in less than 10 workdays biweekly. The full-time employee has one day off in each week and will identify which day of the week to be off with supervisory approval. Supervisors will coordinate work schedule approvals to ensure proper coverage five days per week every week. Core hours for each administrative workday are 9:30 a.m. to 2:30 p.m., and there are no core hours for the designated day off. Employees may establish their work schedule by varying their arrival and departure times on a daily basis. For established work schedules, employees must arrive at work between 6:00 a.m. and 9:30 a.m. and leave between 2:30 p.m. and 6:00 p.m., ensuring they work their scheduled 40 hours each week, or 80 hours per pay period. This established work schedule must be followed each pay period until a change to work schedule has been requested and approved by the employee's supervisor. Employees must be in a work, leave, or lunch status during core hours; unless they are using earned credit hours, earned compensatory time, or hours from a time-off award. The typical application of this work schedule is a fixed 4-10 schedule with or without credit hours that may be changed periodically upon request and receipt of supervisor's approval by completing a change in work schedule form.

Pre-approved/authorized regularly scheduled overtime is payable for work in excess of 40 hours per week. Only 8 hours are authorized for a holiday for a flexible work schedule, so if a holiday falls on a 10-hour day, the employee must make up the additional 2 hours by using earned credit hours, earned compensatory time, time-off award, or annual leave.

A part-time employee works fewer than 80 hours in a biweekly pay period.

(Add) Option D:

A full-time employee may work a flexible schedule of eight 9-hour days and two 4-hour days per week for a total of 80 hours in a biweekly pay period in less than 10 full workdays biweekly. The full-time employee has one/half day off in each week and will identify which half day of the week to be off with supervisory approval. Supervisors will coordinate work schedule approvals to ensure proper coverage five days per week every week. Core hours for each administrative workday are 9:30 a.m. to 2:30 p.m. Employees must work the core hours on the half day to the extent practicable and as agreed to with the supervisor. Employees may establish their work schedule by varying their arrival and departure times on a daily basis. For established work schedules, employees must arrive at work between 6:00 a.m. and 9:30 a.m. and leave between 2:30 p.m. and 6:00 p.m., ensuring they work their scheduled 40 hours each week, or 80 hours per pay period. This established work schedule must be followed each pay period until a change to work schedule has been requested and approved by the employee's supervisor. Employees must be either in a work, leave, or lunch status during core hours; unless they are using earned credit hours, earned compensatory time, or hours from a time-off award. The typical application of this work schedule is a fixed 9-4-4 schedule with or without credit hours that may be changed periodically upon request and receipt of supervisor's approval by completing a change in work schedule form.

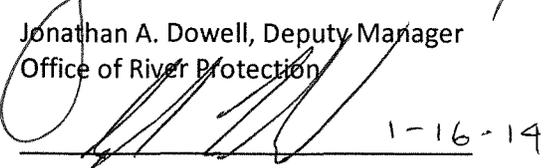
Pre-approved/authorized regularly scheduled overtime is payable for work in excess of 80 hours per week. Only 8 hours are authorized for a holiday for a flexible work schedule, so if a holiday falls on a 9-hour day, the employee must make up the additional 1 hour by using earned credit hours, earned compensatory time, time-off award, or annual leave.

A part-time employee works fewer than 80 hours in a biweekly pay period.

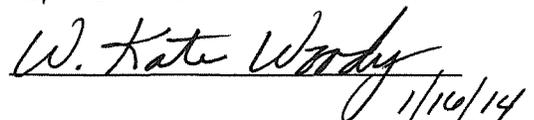
(Add)**Section 25.9 Shift Work**

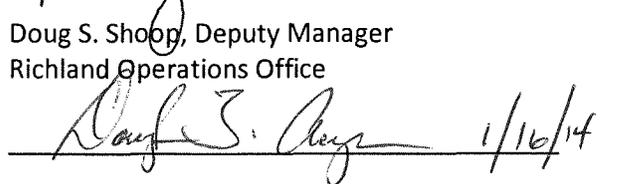
The Union agrees to support shift work when it becomes necessary. The Union supports three shifts, 24 hours/7 days per week operation, on at least a 90-day rotation with 2 consecutive days off every 40 hours unless precluded by unforeseen mission or administrative requirements outside the Employer's control, shifts assigned first by volunteers and then by grade and SCD. If there is a disagreement, shifts will be assigned by grade and SCD. The requirement for shift work will be stated under the Other Significant Facts portion of a position description and in the vacancy announcements. Shift work rosters will be maintained by supervisors for six months and made available to the Union for review upon request.

In accordance with the Collective Bargaining Agreement between the two parties, Article 12, Midcontract Negotiations, and Appendix C, Ground Rules for Midcontract and Impact and Implementation Negotiations, Section C.11, Agreement, this Addendum to Article 25, Hours of Work, will have the same duration as Article 44, Duration and Termination, of the CBA, and shall become a part thereof and placed at Article 25 of the CBA.


Jonathan A. Dowell, Deputy Manager
Office of River Protection
 1-16-14

Glyn D. Trenchard, ORP Management
Representative


W. Kate Woody, President
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Doug S. Shoop, Deputy Manager
Richland Operations Office
 1/16/14

Douglas T. Aoyama, RL Management
Representative


Connie G. Nottingham
Labor Officer, RL/HRM

Article 26 Overtime and Compensatory Time

Section 26.01 Policy

When the Employer requires employees to work overtime assignments, the Employer will provide as much advance notice to the affected employees as possible. Extended or regular overtime assignments are not appropriate to permanently correct staffing imbalances. All directed and approved overtime will be documented and applied in accordance with DOE O 322.1, Pay and Leave Administration and Hours of Duty, and amendments thereto.

Section 26.02 Overtime

- A. Overtime is defined as work that is directed and approved in advance where:
1. Time worked in excess of 80 hours in an administrative pay period, or
 2. time worked in excess of eight hours (or in excess of regularly scheduled hours of work) in an administrative workday, or
 3. time worked on a non-workday (except for permanent part-time employees), or
 4. time worked outside of regular hours on a workday.
- B. Overtime is a work assignment that is directly assigned and approved in advance by the supervisor. Overtime may be paid as direct reimbursement or taken as compensatory time, subject to certain limitations.

Section 26.03 Compensatory Time

- A. Compensatory time is compensation for irregularly scheduled overtime in the form of time off from an employee's established work schedule in lieu of overtime pay for an equal amount of time spent on overtime work. As with overtime, compensatory time must be directed and approved in advance. When an overtime assignment is directed, the Employer may, at the request of a non-exempt employee, grant compensatory time off in lieu of overtime payment. Mandatory compensatory time off may be required for exempt employees whose rate of basic pay exceeds the rate of GS-10, Step 10. Employees may earn compensatory time in accordance with applicable rules and regulations. The Employer will make these regulations available for employee review on the [HRM Home Page](#).
- B. All employees (exempt and non-exempt) that do not use the compensatory time within 26 pay periods of the pay period in which the overtime was worked, will be paid as overtime.

Section 26.04 On-Call

- A. Employees who are in an on-call status or are contacted by management after normal working hours and who are required to return to work will be compensated with overtime or compensatory time at a minimum of two hours.
- B. Employees in an on-call status who respond to work identified issues via the telephone at home will be compensated with overtime or compensatory time for the actual time worked.
- C. Employees in an on-call status for non-emergency situations will be required to report to their work location within 90 minutes, absent extenuating circumstances.
- D. Employees in an on-call status for emergency situations will follow the procedures identified in the Emergency Response Procedures (RLEP) 3.12 and any updates thereto.
- E. For those employees that may be requested to work rotational on-call assignments, the following statement will be included in their position description: "Employees may be requested to work rotational on-call assignments."

Article 27 Absence and Leave

Section 27.01 Policy

An employee shall earn leave in accordance with applicable statutes, regulations and [DOE O 322.1A](#), Pay and Leave Administration and Hours of Duty, and amendments thereto. Leave may be requested and, if approved, used in 15-minute increments.

Section 27.02 Scheduling Leave

Supervisors have the primary responsibility for the planning and effective scheduling of annual leave. Positive action should be taken to avoid situations where employees approach the end of the leave year with a significant amount of annual leave that must be used or forfeited. Employees have an obligation to request leave in a timely manner and management has the responsibility, absent an emergency or a short term operational necessity, to ensure that leave is scheduled and approved for use. Employees are encouraged to request and schedule leave, as far in advance as practicable, especially when financial commitments are involved.

Section 27.03 Annual Leave

- A. When approved by the supervisor, the employee's use of annual leave is always at the employee's discretion. Annual leave scheduling will be worked out between the employee and the supervisor. Employees will submit annual leave requests covering hours in excess of a full workday on an OPM Form 71 (June 2001), Request for Leave or Approved Absence, as far in advance as possible. Periods of annual leave that are equal to or less than a full workday may be requested and approved verbally at the supervisor's discretion. Such requests may be made in amounts of leave accrued plus leave to be earned during the leave year as reflected in the employee's Leave and Earnings Statement. The supervisor will decide as soon as practicable whether or not to approve the employee request. The supervisor will provide, upon an employee's request, a written denial of the leave request.
- B. Employees may not be denied annual leave for reasons other than those concerning the employee's and/or the office's work situation. Once approved, an employee's leave request will normally not be rescinded. If the Employer must rescind previously approved annual leave, as much notice as practicable, will be provided.
- C. Employees must be allowed to schedule and use "use or lose" annual leave before the end of the current leave year unless an exigency of public business has been approved for that employee. Supervisors have the primary responsibility for the planning and effective scheduling of annual leave. The supervisor and the employee should work together to avoid situations where employees approach the end of the leave year with significant amounts of annual leave. When an employee chooses not to request or use

annual leave to avoid forfeiture, he/she is not entitled to have the forfeited leave restored.

- D. When sickness occurs during a period of annual leave, sick leave may be granted for a period of sickness when approved by the supervisor and requested within a reasonable amount of time. In such cases, medical certification may be required by the supervisor prior to approval of the sick leave request. At the end of the leave year, retroactive substitution of annual leave for sick leave to avoid forfeiture of annual leave is prohibited.
- E. An employee requesting unplanned annual leave will personally contact his/her supervisor or designee prior to or within the first hour, or as soon as practicable, of his/her tour of duty to request leave and to inform the supervisor of the expected extent of the leave. If the supervisor is unavailable, the employee will leave a voice mail message including the phone number where he/she can be reached. If no voice mail is available, then e-mail may be used. If the absence extends beyond the anticipated period, the employee is responsible for contacting the supervisor and requesting additional leave.

Section 27.04 Sick Leave

- A. An employee shall earn and use sick leave in accordance with appropriate statutes and regulations. Leave may be requested and, if approved, used in 15-minute increments. Employees have an obligation to request sick leave in a timely manner, and management has the responsibility to ensure that leave is approved for appropriate use.
- B. The use of sick leave is an employee benefit to be used by the employee in accordance with specific regulations, as defined in 5 C.F.R. 630.401, for absences required when an employee i.e.,
 - 1. Receives medical, dental, or optical examination or treatment;
 - 2. is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
 - 3. provides care for a family member who is incapacitated resulting from physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental, or optical examination or treatment;
 - 4. makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
 - 5. has a communicable disease; or
 - 6. must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

- C. All sick leave must be used in accordance with appropriate governing regulations. Restrictions apply to the amount of sick leave that an employee may use to care for a family member or to attend the funeral of a family member. Refer to the [HRM Home Page](#) for more information regarding these restrictions. If specific information is needed, contact the HRM Leave Administrator. When an employee is using sick leave to care for a family member or due to the death of a family member, the employee must indicate this on the OPM Form 71.
- D. Employees requesting unplanned sick leave will contact their supervisor or designee directly prior to or within the first hour, or as soon as practicable, of their tour of duty to request leave and to inform the supervisor or the designee of the expected extent of the leave. If the supervisor or designee is unavailable, the employee will leave a voice mail message including phone number where he/she can be reached. If no voice mail is available, then e-mail may be used. If the absence extends beyond the anticipated period, the employee is responsible for contacting the supervisor or designee and requesting additional leave.
- E. The Employer may grant sick leave only when supported by administratively acceptable evidence. The Employer will normally consider an employee's verbal certification as evidence administratively acceptable for short absences, not to exceed three workdays. For an absence in excess of three workdays, or for a lesser period when determined necessary and communicated to the employee by the Employer, the Employer may require a medical certificate or other administratively acceptable evidence as to the reason for an absence. If the Employer challenges the medical certification, then, at the Employer's expense, resolution will be obtained through the Employer's occupational medical services provider. For serious illness or extended absences, such as maternity leave or recovering from surgery, employees will be required to submit medical documentation for the length of absence indicating the appropriate date of return and medical documentation that they have been released from care before returning to work.
- F. Supervisors may require medical documentation for use of sick leave for any period of time if:
1. The employee's use of sick leave has been determined to be excessive, as delineated below;
 2. if the employee repeatedly fails to follow the procedures for requesting leave, or
 3. the Employer suspects that sick leave has been used contrary to statute or regulation, as delineated below.
- G. Employees will not be required to furnish a medical certificate to substantiate a request to be granted sick leave for periods of three consecutive workdays or less unless the Employer has given written notice that the employee must furnish a medical certificate or other administratively accepted evidence for all absences from work which the employee desires to charge to sick leave.

- H. When a supervisor suspects an employee is abusing sick leave usage, the employee will be counseled about leave usage and told that medical documentation may be required in the future. If the problem continues, the employee will be informed in writing that he/she is required to submit medical documentation for each subsequent absence. A requirement to furnish medical certification to substantiate all sick leave usage will be reviewed at the end of six months to determine whether to continue or discontinue the requirement. Such a requirement is not a disciplinary action and will not be placed in the employee's Official Personnel File (OPF).
- I. Employees will not be required to furnish a doctor's certificate on a continuing basis if the employee suffers from a chronic condition which does not necessarily require medical treatment, although absence from work may be necessary and the employee has furnished medical certification of the chronic condition.
- J. Any request for advance sick leave must be submitted in writing to the Director, HRM, through the employee's supervisor. The request must be supported by medical documentation giving evidence of serious ailment or illness and, if possible, the approximate date of return to work. The employee will receive a response in writing indicating the decision and the basis for the decision if the request is denied.

Section 27.05 Family and Medical Leave Act ([FMLA, P. L. 103-3](#))

- A. For family and emergency medical purposes, 12 administrative work weeks of authorized absence are provided during any 12-month period for the following conditions:
 - 1. Birth of a child and care of newborn (within one year after birth);
 - 2. placement of a child with the employee for adoption or foster care (within one year after placement);
 - 3. care for a spouse, child, or parent of the employee with a serious health condition;
 - 4. serious health condition that makes the employee unable to perform one or more of the essential duties of his/her position.
- B. Employees may use available paid annual and sick leave (as appropriate), compensatory time, and LWOP. Employees are entitled to return to the position occupied at the time of the leave or to an equivalent position following the return to work.
- C. Such requests for FMLA must be in writing, including the required medical documentation, and received 30 days before the leave is to begin; except when an emergency arises, the employee will notify the supervisor in a reasonable amount of time, as appropriate.

Section 27.06 Leave Without Pay (LWOP)

- A. LWOP is an approved temporary non-pay absence from duty that is requested by the employee and that requires prior supervisory approval. It may be granted in lieu of annual leave or sick leave. The authorization of LWOP is a matter of administrative discretion and is not an employee right. However, LWOP is authorized by Law or Executive Order for disabled veterans in need of medical treatment, reservists and National Guardsmen ordered to active duty for training or law enforcement when other appropriate leave has been expended, or specific provisions within the FMLA (P. L. 103-3). LWOP may be approved for employees who, for example, are injured and elect to use LWOP under the Federal Employees Compensation Act, for employees with no accumulated leave who are required to be on LWOP pending approval of their disability retirement application, and for employees with insufficient sick and annual leave to cover a medically indicated period of leave. Consistent with absences related for medical purposes, the Employer may require a medical certificate or other administratively acceptable evidence as to the reason for the requested LWOP.
- B. Employees requesting LWOP should discuss their request with their supervisor. All requests for LWOP for more than a full workday need to be submitted in writing on an OPM Form 71. Requests for more than seven days of LWOP must be submitted through the supervisor, to the Director, HRM, on an OPM Form 71 with an accompanying memo supporting the request. Requests for LWOP in excess of 30 calendar days must be submitted through the supervisor, and Director, HRM, on an OPM Form 71 with an accompanying memo supporting the request for approval by the RL/ORP Manager. All requests must state the reason for the request and the specific amount of time needed for the absence. Requests will be reviewed on a case-by-case basis.
- C. It is understood that such request for LWOP may be granted in accordance with the following:
1. The value to the Employer or the needs of the employee are sufficient to offset the costs and administrative inconvenience that may result and when one of the following benefits is expected:
 - a) Protection or improvement of the employee's health;
 - b) increase in the employee's knowledge, skills, and/or abilities that will benefit the Employer;
 - c) retention of an employee with a critical skill or in a shortage category occupation;
 - d) furtherance of a program of interest to the Federal government.
 2. At a minimum, LWOP shall be granted in the following circumstances:
 - a) Disabled veterans in need of medical treatment;

- b) reservists and National Guardsmen ordered to active duty for training or law enforcement when the other appropriate leave has been expended;
 - c) injured employees who elect to use LWOP under the Federal Employees Compensation Act;
 - d) employees with no accumulated leave who are required to be on LWOP pending approval of a disability retirement application;
 - e) employees needing to retain cooperative education status when they return to school between periods of employment with DOE; and
 - f) employees who represent recognized labor organizations must not exceed 104 weeks in any one period of five years.
- D. Employees returning to duty after an extended leave of absence will normally be returned to the position held at the time that the leave of absence began or to some other like position with equivalent employment benefits, pay and other terms and conditions of employment.

Section 27.07 Excused Absence

While there is no statutory authority for granting an excused absence, there are certain situations where it is appropriate to excuse an employee for brief periods of time without charge to leave or loss of pay. Employees can be excused for long periods when the absence is in connection with furthering a function of the Employer. The Employer has the discretion to determine the situations for which it will grant an excused absence. As a general rule, appropriate situations are those that benefit the Employer or which the Federal government wishes to encourage, such as blood drives and, in limited circumstances, registration and voting. Further examples of where an excused absence may be granted can be found on the HRM Home Page under Leave Administration. Granting of an excused absence is at the sole discretion of the Employer.

- A. Blood Drives – RL/ORP employees are encouraged to serve as blood donors and may be excused from work without charge to leave for the time necessary to donate blood or blood platelets at an authorized blood bank or blood platelet facility for recuperation following blood donation, blood platelet donation, and for necessary travel to and from the donation site. Supervisors may approve up to four hours of excused absence for blood or platelet donation. The maximum amount of excused leave will not exceed four hours, except in unusual cases. If an employee is requested by a hospital to provide blood as a special donor, the employee will be given excused absence at a time mutually agreed upon by the supervisor and employee.
- B. Community/Professional Partnership Activities – Granting excused absence for community/professional partnership activities is limited to activities directly related to the DOE's mission or officially sponsored or sanctioned by the Secretary or Head of a Departmental Element. An employee may be allowed up to 25 hours of excused absence per leave year for approved community/professional partnership activities. Supervisors may approve up to four hours of excused absence per workday for the activity and necessary travel to and from the activity site.

- C. Preventative Health Screening – Employees may be authorized up to four hours of excused absence each leave year in order to participate in preventative health screenings with a personal medical service provider. Examples of preventative health screenings include, but are not limited to, screening for prostate, cervical, colorectal, and breast cancer, sickle cell anemia, blood lead level, blood cholesterol level, etc. Requests for excused absence for preventative health screenings are subject to prior approval similar to requests for annual or sick leave for medical appointments.
- D. Voting and Registration – When voting polls are not open at least three hours before or after the employee’s regular work hours, the employee may be excused so as to report to work up to three hours after the polls open or to leave work up to three hours before the polls close, whichever requires the lesser amount of time off. In exceptional circumstances, up to a full day may be allowed. If registration in person is required and it cannot be accomplished on a non-workday, absence may be excused on substantially the same basis as for voting.
- E. Court and Jury Duty – An employee with a regular scheduled tour of duty is entitled to court leave in accordance with law and regulations. Court leave is for jury duty with a Federal, state or local court; witness duty on behalf of a state or local government; and witness duty on behalf of a private party when the Federal government or a state or local government is a party to the judicial proceeding. An employee who is called for court service will present the court order, subpoena, or summons to the supervisor. Any documentation provided by the court confirming the employee’s presence will also be provided to the supervisor. The employee is expected to return to duty during periods when he/she is excused from jury duty unless this would be impractical. As a general rule, if there are two or more hours remaining in the employee’s workday, the employee is expected to return to duty.

Section 27.08 Time-Off for Religious Observance

- A. If workload conditions permit, an employee may normally be granted the use of annual leave, compensatory time, credit hours, or LWOP for a workday that occurs on a religious holiday, as long as the employee requests such leave as far in advance as practicable (generally 1-2 weeks in advance).
- B. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of assigned work, the Employer shall afford an employee the opportunity to work overtime in order to earn compensatory time and shall grant compensatory time off to an employee requesting such time off for religious observances when the employee's personal religious beliefs require that the employee abstain from work during certain periods of the workday or work week.
- C. For purposes stated in paragraph B of this section, the employee may work such compensatory time before or after the grant of compensatory time off. A grant of advanced compensatory time off shall be repaid by the appropriate amount of

compensatory time worked within 26 pay periods. Overtime worked during this period will be counted against the compensatory time off until it has been made up before the employee can be paid for the overtime or accumulate more compensatory time. Appropriate records will be kept of compensatory time worked and used.

Section 27.09 Military Leave

- A. A full-time employee who is a member of the National Guard or a reserve component of the Armed Forces is entitled to military leave for each day of active duty up to a maximum of 15 calendar days each fiscal year when called for active duty, active duty training, or inactive duty training. The employee will receive regular pay plus military pay for an employee's regular workdays. Unused military leave accumulates for use in succeeding years, but no more than 15 calendar days may be carried over into a new fiscal year. At the beginning of the fiscal year, the employee is credited with an additional 15 calendar days of military leave. Non-workdays (weekends and designated days off) falling within a period of absence on military duty are not chargeable as military leave. When called to duty as guard members or reservists for purposes of providing military aid to enforce the law or for the purpose of providing assistance to civil authorities in the protection or saving of life or property or the prevention of injury, reservists are also entitled to leave not to exceed 22 workdays in any calendar year, with military pay for any portion of the 22 workdays so used being offset against civilian pay for the same period. Employees may choose to use annual leave instead of military leave for any of the 22 workdays, and no offset against civilian pay will be made.
- B. Employees must advise their supervisors of the employees' military obligation as much in advance as possible. When requesting military leave, employees must provide a copy of their orders to report to active duty when requesting the military leave. Upon return to duty, the employee must provide confirmation of the military duty.

Section 27.10 Bone Marrow and Organ Donation Leave

Seven days of bone marrow and organ donation leave may be granted each calendar year for an employee serving as a bone marrow donor. Employees serving as organ donors may be granted up to 30 days of bone marrow and organ donation leave each calendar year. The bone marrow and organ donation leave covers time off for such activities as donor screening, transplantation, and recovery time. For medical procedures and recuperation requiring absences longer than seven days for bone marrow donation and 30 days for organ donation, the employee may be granted additional time off in the form of approved leave; e.g., sick and/or annual leave, advanced sick and/or annual leave, donated annual leave from the Agency's leave transfer program, leave without pay, or invoke the Family and Medical Leave Act.

Article 28 Travel

Section 28.01 Travel Information

- A. Employee travel will be authorized and reimbursed consistent with applicable laws and regulations.
- B. The Federal Travel Regulations are currently available to all employees on the Internet at:
<http://policyworks.gov/org/main/mt/homepage/mtt/FTR/FTRHP.shtml>
- C. RL/ORP implementation is available on RL/ORP Business Management Information System (BMIS), Employee Services at:
http://apsql02.rl.gov/doi/cfo/rleis/employee_module.htm

Section 28.02 Overtime

- A. Normally, no employee will be required to schedule or arrange for travel outside of the employee's regular duty hours. When travel outside the regularly scheduled work week is essential, overtime will be paid to employees only when the travel:
 - 1. Involves performance of actual work while traveling;
 - 2. is carried out under such arduous and unusual conditions that the travel is inseparable from work; and
 - 3. results from an event that could not be scheduled or controlled administratively.
- B. If a non-exempt (FLSA) employee is required to travel on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employees regular working hours, then time spent traveling shall be considered hours of work.

Section 28.03 Travel Reimbursements

The Employer agrees to reimburse employees when in travel status for per diem and mileage expenses incurred by them in discharge of the official duties as authorized and allowable by law and regulation. Employee reimbursements will normally be made via electronic funds transfer to the employee's designated financial institution and account. The Employer will make available to employees an advance of travel funds in the form of an authorized ATM cash withdrawal against a government-issued travel charge card. Such advances will be limited to those estimated expenses that a traveler is expected to incur in connection with authorized travel (including travel incident to a permanent change of station) which normally would be paid using cash. In the event the employee has not been furnished with a government-issued travel charge card, the government will issue the traveler a prepaid transportation ticket in advance of travel, and all other costs would be reimbursed upon submittal of a proper voucher.

Section 28.04 Travel on Non-Workdays

When an employee voluntarily returns to his/her official station or place of abode for non-workdays, the maximum reimbursement for the round-trip transportation and per diem en route shall be limited to the per diem allowance and travel expenses that would have been allowed had the employee remained at the temporary duty station. The employee shall perform any such voluntary return travel during non-duty hours or periods of authorized leave.

Section 28.05 Bank Deposits

The Employer agrees to notify the employee of the exact amount that will be deposited to the employee's bank account to satisfy travel reimbursement vouchers under approved administrative procedure. Employees may request written notification on a case-by-case basis from the Employer of the basis for any claims adjustments that were made to approved vouchers.

Section 28.06 Frequent Flyer Miles

Employees are allowed to use frequent flyer miles that are acquired on official government travel for their own personal use.

Article 29 Flexiplace

Section 29.01 Policy

- A. The Employer provides telecommuting opportunities for employees to request to work at home or another suitable location in accordance with the terms and conditions specified in the following sections. Approval to telecommute is at the sole discretion of the Employer. Unless specifically changed by the terms of this Article, all other terms and conditions of employment as outlined elsewhere will remain the same for employees participating in this program. For example, those employees working an AWS continue to do so while participating in this program. Similarly, overtime and leave rules apply as in all other situations.
- B. Employees wishing to be considered for telecommuting must submit a written request to their supervisor. Specific steps for submitting telecommunicating requests are located in RIMS under the Human Resource Management System, Workforce Management, Telecommunicating Procedure [Workforce Management - Flexiplace \(Telecommuting\) : 07-04-d01](#). The request should outline the situation and include appropriate supporting documentation (for example, if related to a medical hardship, medical documentation must be submitted with the [Flexiplace \(Telecommuting\) Agreement, located in Appendix D](#)). Eligibility is determined on a case-by-case basis, taking into consideration all documentation submitted. The employee will be notified of the decision by the Human Resources Representative by whom he/she is supported.

Section 29.02 Eligibility

- A. The Union and the Employer understand that telecommuting is not a statutory entitlement and that approval to telecommute is granted or denied at the sole discretion of the Employer.
- B. In order to be eligible for consideration for telecommuting, employees must first meet the following criteria:
1. Their performance has been rated at least Fully Satisfactory. Employees must maintain a performance level of Fully Satisfactory during the time they participate in a telecommuting arrangement;
 2. they have not received a formal disciplinary or adverse action in the six months directly preceding their application for telecommuting;
 3. they are working at a level in their position where close supervision is not required; and
 4. they are in a position determined to be appropriate for inclusion.

Section 29.03 Requirements

- A. Telecommuting may not be suitable or practical for employees in positions that require:
 - 1. Extensive face-to-face contact with supervisors, other employees, contractors, regulators, or the general public;
 - 2. access to material which is routinely required to accomplish assignments and cannot be removed from the official duty station; and
 - 3. access to special facilities or equipment not available offsite.

- B. Once the employee has been approved for participation, the employee and supervisor will come to an agreement about the employee's schedule, including the specific days to be worked away from the office. The telecommuting arrangement will continue as agreed as long as the employee is able to complete assignments and the schedule does not conflict with mission necessity or training or until the justification for original granting of approval to telecommute is no longer valid, whichever comes first. In addition, the equipment necessary to work at the alternate site must be available. Although the Employer is not under any obligation to provide any equipment or to purchase equipment for telecommuting, to the extent feasible, the Employer may provide the employee equipment from available surplus. Should the Employer be unable to provide the equipment from its available supply, employees will have to provide it through their own means at no expense to the Employer. The Employer is also under no obligation to provide any site support for equipment in the employee's home site.

- C. Home work sites for telecommuting require adequate work space (a room or a portion of a room which is adequate for the performance of official duties), light, basic residential telephone service, power, adequate environmental conditions, and smoke alarms. The Employer will not pay for any of these requirements (see the Self-Certification Safety Checklist within Appendix D, FlexiPlace Agreement).

- D. The Agency retains ownership and control of all hardware, software, telecommunications equipment and data placed in the alternative work site by the Employer. This equipment is to be used for official business only. Adequate security must be in place to protect this equipment and data from unauthorized access. Physical security measures, such as denying children access to the work area or securing it when not in use, also need to be taken.

- E. The employee will provide the supervisor reasonable documentation showing what work has been accomplished; e.g., a list of the work done or a copy of actual reports or calculations produced. Moreover, the employee will be available at the assigned alternate site unless in approved leave status or at lunch, unless he/she has given the supervisor or designee prior notice and has received permission to modify the workday. For purposes of timekeeping, employees who have been approved for

telecommuting will provide appropriate information necessary to accurately document their time and hours worked.

- F. The Employer is not responsible for paying any extra costs the employee may incur for working at home; e.g., addition of a telephone line. The Employer does have the right to inspect the work site. The Union will be given notice of any site inspection at the same time the employee is notified. The Union and the Employer will adhere to the rules for inspection contained in the RL/ORP Telecommuting Program. If this results in hardship to employees, the Parties will discuss the rules for any Employer inspection. These rules will be included with all other implementation rules on the Flexiplace Work Agreement, which the employee will sign and agree to follow when undertaking a telecommuting arrangement.
- G. At their alternate work site, employees will comply with all required security measures and disclosure provisions so that at no time are security or Privacy Act requirements compromised.
- H. Employees will comply with applicable government regulations covering information management and electronic security procedures for safeguarding data and databases.
- I. Employees will protect all government records and data against unauthorized disclosure, access, mutilation, obliteration, or other unauthorized use.
- J. Employees must ensure that government-owned equipment is used only for authorized purposes.
- K. Employees must notify their supervisor of any accident or injury that occurs at the alternate workplace during the course of the scheduled work period and complete the necessary paperwork.
- L. Employees must not use duty time for any purpose other than official duties.
- M. If at any time it is determined that a telecommuting assignment is having an adverse impact on work operations, the program shall be modified or terminated. The manager will attempt to modify the assignment to mitigate the adverse impact. If that is not feasible, then termination of telecommuting may be necessary. Modification or termination is at the sole discretion of the Employer.
- N. Each employee must sign a flexiplace agreement before beginning the telecommuting arrangement. Telecommuting arrangements are approved for a specific period of time and must be reviewed periodically to verify the continuation of the condition that necessitated the arrangement. The employee's participation is based upon the current assigned position. Any changes in the employee's current position or the alternative work site will require a new request for approval.

Section 29.04 Liabilities

The Agency will not be responsible or liable for:

- A. Damages to an employee's real or personal property when performing official duties or while using government equipment at a private residence, except to the extent set forth by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act; and
- B. operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of a private residence. The employee continues to be entitled to reimbursement for authorized expenses while conducting official business, as provided in the statute and implementing regulations just as he/she would be when working at the official duty station.

Article 30 Prohibited Personnel Practices

Section 30.01 Policy

Federal employees who have the authority to take, direct others to take, recommend, or approve any personnel action shall not engage in any prohibited personnel practices as such are defined in [5 U.S.C. § 2302](#). Examples of prohibited personnel practices include, but are not limited to: discrimination based on race, color, religion, sex, national origin, age, handicapped condition, marital status, political affiliation, or veterans' preference requirement.

Section 30.02 Internet Link

The Employer agrees to place a hot link to [5 U.S.C. § 2302](#) on its web page within 90 calendar days of the date this Agreement is executed. The Employer shall place that link at Section 30.02 of the electronic version of this Agreement.

Article 31 Equal Employment Opportunity (EEO)

Section 31.01 Policy

It is the policy of the Employer and Union to support an affirmative and positive Equal Employment Opportunity (EEO) Program. Discrimination on the basis of race, color, sex, national origin, religion, age or disability will not be tolerated in personnel practices and employment conditions; and it is agreed that these basis principles shall be accomplished by adhering to Title VII of the Civil Rights Act, the Rehabilitation Act, Equal Pay Act, and all other applicable statutes and regulations of the Equal Employment Opportunity Commission (EEOC), including [29 C.F.R. Part 1614](#).

Section 31.02 Special Emphasis Program Managers

The RL/ORP Special Emphasis Program Managers (SEPMs) and EEO Counselors are listed on the [HRM Home Page](#).

Section 31.03 Participation in EEO Activities

- A. The Union shall designate a representative to the RL/ORP Diversity Advisory Council. This council, which is made up of SEPM and EEO staff, provides advisory guidance and recommendations to the overall EEO and Diversity Programs at RL/ORP.
- B. All Bargaining Unit members, including Union officials and stewards, may perform voluntary collateral EEO Counselor and SEPM duties. These collateral duty positions are selected from advertised interest announcements by the EEO Manager and approved by the RL Manager(s). Selected candidates for EEO Counselor and SEPM positions must execute such duties as delineated in 29 C.F.R. Part 1614. Under the circumstances set forth in [5 U.S.C. § 7120 \(e\)](#), the EEO Manager may determine a conflict exists and restrict a Union official or Union steward from performing some or all of the collateral duties.
- C. Except as provided in Sections 31.03 (A) and (B), Bargaining Unit eligible employees will be provided the opportunity to participate in Special Emphasis Programs (SEPs) or Employer-sponsored celebrations to the same extent as non-Bargaining Unit eligible employees. The Union specifically waives Impact and Implementation (I&I) negotiations for such programs or celebrations that exist as of the date of execution of this Agreement.

Section 31.04 Information Provided to Union

The Employer shall furnish the Union with approved copies of the Annual EEO/Affirmative Action plans (i.e., Affirmative Employment Plan, Federal Equal Opportunity Recruitment Program Plan, Disabled Veterans Affirmative Action Program Plan, and Affirmative Action Plan for Disabled Persons). The Employer will also provide the Union with the RL/ORP Diversity Status Report within the Environmental Management Performance Report.

Section 31.05 Alternative Dispute Resolution (ADR) Process

- A. The Employer will make available a voluntary EEO ADR process for both the pre-complaint and the formal complaint processes. EEO Counselors shall advise aggrieved persons that they may choose between participation in the ADR Program or the EEO pre-complaint activities. Where the aggrieved person chooses to participate in ADR, the pre-complaint processing period shall be automatically extended to 90 days.
- B. Absent a conflict of interest or workload situation, employees may seek appropriate assistance from any EEO Counselor.

Article 32 Employee Assistance Program

- A. The Employer provides an Employee Assistance Program (EAP) as required and defined in applicable laws, regulations, DOE O 341.1, Federal Employee Health Services, [RL Order 3792.1](#), RL Employee Assistance Program, and amendments thereto. Information concerning this program is available on the [HRM Home Page](#).
- B. The Employer encourages employees to participate in this program as soon as it is reasonably apparent that the employee is experiencing a work-related difficulty. Employees undergoing a prescribed program of counseling will be granted leave or LWOP on the same basis as any other absence from work.
- C. Employees may voluntarily seek counseling, referral, and information from the EAP on a confidential basis. Neither program advisor, the Union, nor any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent, unless there is a threat to the employee, others, or property. EAP records are covered by the Privacy Act. DOE has established certain routine uses for these records which may result in the disclosure of information contained in the record to authorized sources outside the Agency. Specific questions about disclosure should be addressed to the Office of Chief Counsel.
- D. Employees will not be automatically denied/deprived of employment or promotion opportunities solely on the grounds of prior alcohol, drug or emotional problems, nor when or because an RL/ORP employee requests assistance or referral assistance from the EAP.

Article 33 Health And Safety

Section 33.01 Policy

- A. The Parties mutually agree to cooperate in a common primary objective to create and maintain a safe and healthful work environment for employees. To the extent of its ability, responsibility, and authority, the Employer will provide and maintain safe and healthful work conditions for employees in accordance with the requirements of [29 C.F.R. Part 1960](#), *Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Matters*, as implemented in [DOE O 440.1A](#) and found in RIMS, Safety & Health Management System, Program Descriptions, Federal Employee Occupational Safety and Health (collectively referred to as “FEOSH”). [Federal Employee Occupational Safety and Health \(FEOSH\), Hanford's Program](#)
- B. Supervisors and employees are expected to promote a safe workplace, participate in the FEOSH Program, follow applicable procedures, and conduct operations to achieve environmental, safety, and health excellence in support of this primary objective. All employees are expected to exercise both their rights and responsibilities under FEOSH.

Section 33.02 Safety Committee

The Parties agree that there will be a safety committee operating at RL/ORP in accordance with the requirements of 29 C.F.R. Part 1960. The Union will be afforded representation on the Safety Committee in accordance with the requirements of 29 C.F.R. Part 1960 and HFID 440.1. Solicitations of interest for employees interested in serving in a Union-designated position on the Safety Committee shall be handled in the same manner as solicitations of interest for other RL/ORP committees (e.g., similar to solicitations of interest for SEP committee members). Reasonable communication between the Union, Employer, and employees interested in serving on the Safety Committee is an authorized use of government property. Employees who are recommended by the Union and selected by management for membership in the Safety Committee shall perform these duties as part of their work assignments.

Section 33.03 Inspections

The Employer and the Union agree to cooperate to ensure that workplace safety and health inspections are performed strictly in accordance with the provisions and requirements of 29 C.F.R. 1960. A representative of the Union shall be given an opportunity to accompany safety and health inspectors during the physical inspection of any workplace of employees.

Section 33.04 Reports of Unsafe or Unhealthy Working Conditions

Employees are required to work safely. The Union and employees are expected to inform the Employer of the existence of, or the potential for, unsafe or unhealthful working conditions. Employees have the right to be represented by the Union in communicating these potential issues to the Employer. If safety concerns cannot be resolved by the Employer, the Union or the employee may refer the issue(s) to the Safety Committee or the employee may refer the issue(s) to the RL/ORP Office of Special Concerns Program or the Differing Professional Opinion (DPO) Program. The Parties agree that duplication of effort is not conducive to effective resolution and the same issue shall not be presented to more than one entity for resolution (e.g., the same issue shall not be presented to both the Safety Committee and the DPO). A referral or transfer to another entity, pursuant to the program's ordinary procedures; however, shall not be considered duplication. Safety and health issues are to be resolved pursuant to this Article and are, therefore, excluded from Article 10, Grievance Procedure, and Article 11, Arbitration.

Section 33.05 Safety Information

The Employer shall provide to the Union, upon request, reports (written or verbal) or other documentation generated during the performance of activities associated with FEOSH subject to the requirements of other applicable controlling requirements on protection of data, such as classified information control and the Privacy Act, if the requested information is related to the Union's representational duties.

Section 33.06 Stop Work Authority

Employees have the responsibility and authority to stop work immediately, without fear of reprisal, when they are convinced a situation exists which places themselves, their coworker(s), or the environment in danger. "Stop Work" is defined as: stopping the specific task or activity that poses danger to human health and/or the environment. Employees are expected to report any activity or condition that they believe is unsafe to their management. After notification, resolution of the issue resides with the responsible supervisor. If the supervisor determines that work shall resume, the employee shall return to work.

Section 33.07 Other Workplace Sites

When employees are in government-owned/contractor operated facilities or RL/ORP contractor-owned or contractor-operated facilities or facilities owned/operated by other Agencies (Federal, State, or local), the employees will comply with the applicable government and/or contractor health and safety program requirements as posted in the facility or as otherwise made known to them. The Employer has a co-equal responsibility to ensure communication of general safety requirements and hazards to employees assigned to work in RL/ORP contractor-owned or operated facilities. Job specific safety

requirements and hazards will be identified by the responsible organization, which in some cases may be the contractor or another Agency. Employees whose workplace is other than in a facility under the direct control of the Employer are still covered by the FEOSH Program. Information regarding proper fire and bomb threat evacuation procedures will be made available to employees working at Hanford facilities. In imminent danger situations, employees will be notified by means of the general fire alarm and will be evacuated. Employees will also be notified as soon as is reasonable of other potential hazards.

Section 33.08 Safety Monitors

As needed, employees may be requested to voluntarily participate in the FEOSH Programs as safety monitors. Employees acting as safety monitors will do so in a duty status. Employees selected to be safety monitors will be given training, as management determines is necessary, to act as an inspector under FEOSH before being asked to perform any safety monitor duties.

Section 33.09 Training

The Safety Committee shall make recommendations to the Employer regarding general safety and health training, such as stress management and driving safety, that may be offered to RL/ORP employees and provide information on such training that may be available through Hanford Site or community resources. The Employer will make such training or release from duty to attend such training available to Bargaining Unit employees on the same basis as non-Bargaining Unit employees.

Section 33.10 Equipment

The Employer agrees to provide employees personal protective equipment (PPE), such as safety shoes, hard hat, safety glasses, and hearing protection prior to assigning duties in any areas for which these types of PPE are required.

Section 33.11 Risk of Immediate Harm

When the Employer determines there is a reasonable likelihood of immediate harm to employees who remain in their work area, the employees will be moved to a safe area or, at the discretion of the Employer, given administrative leave.

Section 33.12 Injured Employees

The Employer is responsible to ensure injured employees receive appropriate emergency medical attention. The Employer will provide health services onsite which are sufficient to care for an employee during an emergency. "Onsite" locations do not include those areas for which emergency services are provided by the city or county (such as the Federal Building). The Employer is responsible for ensuring appropriate family notifications are conducted subsequent to an emergency medical response involving a

Federal employee. The Employer is responsible for appropriate follow-up medical surveillance as determined necessary by the Site Occupational Medical Contractor that is necessitated by an occupational exposure.

Section 33.13 Disclosure of Employee Medical Records

Federal employee medical records, which are kept by the Employer or a contractor on the Employer's behalf, are covered by the Privacy Act under System of Records 33 and OPM/GOVT-10, Employee Medical File System Records. The regulations allow certain routine uses of those individual records which include, but are not limited to, disclosure to DOE contractors in performance of their contracts; disclosure to facilitate health hazard evaluations, epidemiological studies, or public health activities required by law performed by personnel, contractor personnel, grantees, and cooperative agreement holders of components of the Department of Health and Human Services; and disclosure to contractors, grantees, participants in cooperative agreements, collaborating researchers, or their employees, in performance of health studies of related health or environmental duties pursuant to their contracts, grants, and cooperating or collaborating agreements.

Section 33.14 Health Maintenance

Employees will be given the opportunity to receive annual health maintenance examinations and flu shots consistent with applicable DOE Order requirements and Hanford Site programs.

Article 34 Personnel Records

Section 34.01 Policy

The Employer will maintain systems of personnel records in accordance with [5 C.F.R. 293](#); OPM Operating Manual, the Guide to Personnel Recordkeeping; and the Privacy Act of 1974.

Section 34.02 Review of Records

Upon request, each employee may have access to review the contents of his/her Official Personnel Folder (OPF), Employee Performance Folder and Medical Folder. Such review will occur in the presence of an authorized official of HRM. An employee may also be accompanied by a designated representative to review the contents of his/her OPF.

Section 34.03 Employee Copies

Employees will receive a copy of each SF-50 immediately following the processing of the action. The employee will also receive copies of other official forms; e.g., Thrift Savings Plan, Federal Employees Group Life Insurance, and Federal Employees Health Insurance, as they are processed. Upon request, employees may obtain copies of each SF-52, when used for details, as well as other permanent records in their OPF.

Article 35 Employee Information

Section 35.01 Available Information

Employees seeking information regarding benefits can obtain information about programs such as retirement, the Thrift Savings Plan, health and life insurance, worker's compensation, and leave administration either from an HRM representative or from the [HRM Home Page](#).

Section 35.02 New Employees

- A. The following information will be provided to each new employee on the employee's first day of duty:
1. Intranet address for access to the CBA with hot links to Form 1187 and OPM SF-1188; and
 2. a listing of designated Union representatives (as have been designated in writing to the Employer by the local Union president or designee).
- B. The employee will sign and date a form acknowledging receipt of this information. The form will read: "I hereby acknowledge receipt of the intranet address for the Collective Bargaining Agreement between DOE and the Union with hot links to the Form 1187 and OPM SF-1188; and a listing of designated Union representatives." This receipt will be maintained in HRM with a copy to the Union chief steward.

Section 35.03 Departing Employees

- A. Management notifies the Union of bargaining unit employee departure and
- B. The employee will have the option to sign out with a Union Representative

Article 36 Disciplinary Actions

Section 36.01 Policy

- A. The Employer retains the right to take appropriate disciplinary actions. The basic procedures as outlined in applicable laws and regulations, and this Agreement, will be followed.
- B. Disciplinary actions will be taken only for such cause as will promote the efficiency of the service. Some disciplinary actions are also adverse actions, but for the purpose of this Agreement, the term “disciplinary action” is limited to those actions defined in Section 36.01(B). Such actions are defined, for the purpose of this Agreement, as those actions taken by the Employer to correct an employee’s behavior or misconduct.
- B. Formal disciplinary actions include written reprimands and suspensions of 14 calendar days or less.
- C. The procedures of this Article do not apply to any Bargaining Unit employee serving a probationary or trial period or an employee under a temporary appointment, where the disciplinary action is for conduct or performance during the probationary period. The merits of the disciplinary actions are not subject to the grievance and arbitration procedures of this Agreement.
- D. For clarification purposes and in accordance with DOE policy, a letter of warning and an oral admonishment are not considered formal disciplinary actions. An oral admonishment is a disciplinary discussion between a management official or supervisor having the authority to take disciplinary action with respect to that employee.

Section 36.02 Progressive Discipline

The Employer will apply the concept of progressive discipline designed to correct and improve employee conduct. Progressive discipline should be the least amount of discipline necessary to change behavior. Each situation warranting discipline will be evaluated individually and, in instances involving serious offenses, intermediate progressive discipline may not be used. The disciplinary action will match the seriousness of the misconduct.

Section 36.03 Procedures

In taking disciplinary actions, the Employer will follow the procedural requirements found in [5 C.F.R. Part 752](#). When the Employer takes a disciplinary action under 5 C.F.R. Part 752, the following procedures will apply:

- A. The written proposal will be delivered to the employee prior to taking an action and will contain the specific reasons for the proposed action.
- B. The proposal will also inform the employee of the right to review all material (including any witness statements) that was relied upon to support the reasons for the action. Except for classified documents or other legally prohibited disclosures, the Employer will provide copies of this material to the employee or his/her designated representative upon request.
- C. The employee will have 10 workdays from the date the employee received the notice of proposed disciplinary action to deliver an oral and/or written reply. The Employer shall grant reasonable requests for extensions if they are submitted in writing before the expiration of the time allowed and state the reasons for desiring more time.
- D. The proposal notice will specify who will receive the oral and/or written reply. This official or designee will be the person who will be making the decision, and will normally be a higher level management official than the official who issued the notice of proposed action. In delivering a reply, the employee may set forth mitigating circumstances and give reasons why the employee does not believe the proposed action should be taken. If the Employer makes a written summary of the employee's oral reply, the Employer shall provide a copy of that summary to the employee or his/her designated representative.
- E. After full consideration of all factors, including any response presented by the employee, the Employer will render a written decision. The written decision will state the reasons for the action.

Section 36.04 Letters

- A. Letters of Reprimand will be placed in the employee's OPF for the period of time specified in the letter, but not to exceed one year. Letters of Warning or admonishment will not be placed in the employee's OPF. A copy will be maintained only by the employee's immediate supervisor and will be destroyed one year following the date of issuance or earlier, if appropriate.
- B. Each proposal and decision letter issued pursuant to this Article will contain a notification of the employee's right to representation. This notification will include the name of the current Union representative designated by the Union, in writing, to

receive such notice. If the Union has not provided such designation, the notification will include the name of the Chief Steward.

Section 36.05 Union Information

The Employer agrees to notify the Union when Management issues a decision of a disciplinary action to an employee. This notification will include a sanitized general statement of the charges and subsequent decision. The Parties agree that where such information indicates a pattern of misconduct or pervasive problem areas, the Union will work to encourage better understanding of work rules and improved conduct on the part of the Bargaining Unit. The Employer agrees to provide more detailed information (e.g., decision letter, background information) to the Union upon request, subject to Privacy Act laws.

Article 37 Adverse Actions

Section 37.01 Policy

The Employer retains the right to take appropriate adverse actions. The basic procedures as outlined in applicable laws and regulations, and this Agreement, will be followed.

- A. Adverse actions will be taken only for such cause as will promote the efficiency of the service.
- B. Adverse actions include disciplinary suspensions of more than 14 calendar days, removal, furlough of 30 calendar days or less without duties or pay because of lack of work or funds or other non-disciplinary reasons, reductions in grade or pay, and actions taken based on an individual's suitability for employment. For the purpose of this Agreement, the procedures governing adverse actions taken because of a RIF and furloughs of more than 30 calendar days are covered by Article 39, Reduction-in-Force. For the purpose of this Agreement, performance-based adverse actions are covered by [Article 38](#), Performance-Based Actions.
- C. In any formal discussion, other than transmittal of a proposal or decision, between an employee and the Employer during which a principal topic of discussion is an adverse action or a potential adverse action against the employee, the employee will be entitled to Union representation.
- D. The procedures of this Article do not apply to any Bargaining Unit employee serving a probationary or trial period or an employee under a temporary appointment, where the adverse action is for conduct or performance during the probationary period. The merits of the adverse actions are not subject to the grievance and arbitration procedures of this Agreement.

Section 37.02 Progressive Discipline

The Employer will apply the concept of progressive discipline designed to correct and improve employee conduct. Progressive discipline should be the least amount of discipline necessary to change behavior. Each situation warranting discipline will be evaluated individually and, in instances involving serious offenses, intermediate progressive discipline may not be used. The disciplinary action will match the seriousness of the misconduct.

Section 37.03 Procedures

In taking adverse actions, the Employer will follow the procedural requirements found in [5 C.F.R. Parts 731](#) and 752. In addition, when the Employer takes an adverse action under [5 C.F.R. Part 752](#), the following procedures will apply:

- A. The written proposal will be delivered to the employee before taking the adverse action. The proposal letter will give the specific reasons for the proposed action and will be delivered no later than 30 calendar days before the decision. Where the crime provision is invoked; i.e., when there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed and in those cases where an employee is considered a danger to himself/herself or others, the 30 calendar day advance written notice is not required. When the crime provision is invoked, the Employer has the discretion to grant the employee accrued annual leave, LWOP, or administrative leave pending the outcome of the proposed action.
- B. The proposal will also inform the employee of the right to review all material that was relied upon (including any witness statements) to support the reasons for the action. Except for classified documents or other legally prohibited disclosures, the Employer will provide copies of this material to the employee or his/her designated representative upon request.
- C. The employee will have 10 workdays to deliver an oral and/or written reply. The Employer shall grant reasonable requests for extensions if they are submitted in writing before the expiration of the time allowed and state the reasons for desiring more time.
- D. The proposal notice will specify who will receive the oral and/or written reply. This official or designee will be the person who will be making the decision, and will normally be a higher level management official than the official who issued the notice of proposed action. In delivering a reply, the employee may set forth mitigating circumstances and give reasons why the employee does not believe the proposed action should be taken. If the Employer makes a written summary of the employee's oral reply, the Employer shall provide a copy of that summary to the employee or his/her designated representative.
- E. After full consideration of all factors, including any response presented by the employee, the Employer will render a written decision. The written decision will state the reasons for the action.

Section 37.04 Letters

Each proposal and decision letter issued pursuant to this Article will contain a notification of the employee's right to representation. This notification will include the name of the current Union representative designated by the Union, in writing, to receive such notice. If the Union has not provided such designation, the notification will include the name of the chief steward.

Section 37.05 Union Information

The Employer agrees to notify the Union when Management issues a decision of an adverse action to an employee. This notification will include a sanitized general statement of the charges and a subsequent decision. The Parties agree that where such information indicates a pattern of misconduct or pervasive problem areas, the Union will work to encourage better understanding of work rules and improved conduct on the part of the Bargaining Unit. The Employer agrees to provide more detailed information (e.g., decision letter, background information) to the Union upon request, subject to Privacy Act laws.

Article 38 Performance-Based Action

Section 38.01 Policy

The Employer has the right to take appropriate performance-based actions using [5 U.S.C., Chapter 43](#) or Chapter 75. The basic procedures as outlined in applicable laws and regulations, including those found in 5 U.S.C., Chapter 43, [5 U.S.C., Chapter 75](#), applicable C.F.R.s., [DOE 3750.1](#), Workforce Discipline, and any changes thereto, and this Agreement will be followed.

Section 38.02 Notification

Under normal circumstances, the PIP will not be the first notification of performance deficiencies. Throughout the appraisal period, supervisors should apprise employees of their performance on an ongoing basis. Employees will be notified verbally or in writing, as soon as possible of any performance deficiencies and will be encouraged to take positive steps to bring their performance up to an acceptable level. Supervisors will offer reasonable assistance to the employee in improving Unacceptable performance.

Section 38.03 Performance Improvement Plan

A. When following the procedures outlined in 5 U.S.C. Chapter 43, and Article 14, Performance Management Program, [Section 14.08](#), of this Agreement, in a performance-based action, the supervisor will issue a PIP in the form of a letter prior to proposing to take action against an employee for Unacceptable performance. This PIP will provide a reasonable period of time within which the employee's Unacceptable performance must improve*. Employees will be informed of the specific critical elements in which their performance is Unacceptable. The PIP letter will state what an employee must do to improve performance to a Fully Successful level and will indicate any guidance and review the supervisor will provide during the PIP. The Employer will also include in the PIP letter written notification that unless the employee's performance in the critical element(s) improves to and is sustained at a Fully Successful level, the employee may be reduced in grade or removed. If the employee's performance is still Unacceptable at the end of the PIP, any performance-based action taken under 5 U.S.C. Chapter 43 will follow required statutory and regulatory procedures.

*For the purpose of this section, when using 5 U.S.C. Chapter 43, a reasonable period of time will be at least 60 calendar days and no more than 120 calendar days; however, it will remain at management's discretion to establish the duration of the PIP.

B. When using 5 U.S.C. Chapter 75 as the basis for a performance-based action, a PIP and an opportunity period are not required. Any performance-based action taken under 5 U.S.C. Chapter 75 will follow required statutory and regulatory procedures.

C. Each proposal and decision letter issued pursuant to this Article will provide the employee with notification of his/her right to representation.

Article 39 Reduction-In-Force (RIF)

Section 39.01 Policy

- A. The implementation of a Reduction-in-Force (RIF) will be administered by the Employer in accordance with applicable law, regulations, Departmental guidance (e.g., CTAP), and this Article. The Parties agree RIF is an action that should only be taken when necessary. The Employer retains the right to conduct a RIF, decide which positions are required, where they are located, and when they are to be filled, left vacant, or abolished.
- B. To minimize the adverse impact of a RIF on employees, the Employer will attempt to utilize attrition and/or other reduction efforts. In cases of budgetary insufficiency, reasonable reduction efforts might include: innovative salary savings methods; i.e., leaving positions vacant or restructuring of positions, promotion freezes, offering LWOP, furloughs, and reduction of costs associated with contracting out. The Employer agrees to keep the Union informed and apprised throughout the conduct of the RIF process (including discussing possible alternatives to RIF) and bargain as required.
- C. Where practicable, in case of a RIF, employees who are on a part-time schedule, will be contacted to determine if they wish to revert to and work a full-time schedule. Employees who encumber a job-share position will not be offered this opportunity.

Section 39.02 Notification of RIF

- A. The Employer agrees to notify the Union of any RIF as far in advance as practicable and before notification of affected Bargaining Unit employees. The following information on affected Bargaining Unit positions will be provided:
 - 1. Competitive area;
 - 2. reasons for the action;
 - 3. proposed effective date;
 - 4. competitive level definitions; and
 - 5. list of abolished and impacted positions.
- B. Additionally, a retention register for all RL/ORP will be provided.
- C. The affected employee(s) will be given a specific RIF notice at least 60 calendar days prior to the effective date of the RIF, unless circumstances do not permit such notification period. The Office of Personnel Management (OPM) must approve notification periods of less than 60 days. If a shortened notification period is approved by OPM, then the affected employee(s) will be given a notice of at least 30 calendar days prior to the effective date. A retention register and other RIF documents will be made available to the affected employee(s).

- D. When a RIF is conducted, the Employer agrees to provide timely information and/or training sessions for interested employees, Union officials, and representatives regarding RIF procedures or policies.
- E. Information given to the Union will be held confidential until the official notice is given by the Employer to the affected Bargaining Unit employees. The Union agrees to hold information not yet generally released to the employees as confidential, that is, only for the eyes of those Union officials who have a need to know.

Section 39.03 Tie-Breaking Procedure

When two or more employees are tied in retention standing; i.e., two employees in the same subgroup have the same SCD, and one or more but not all tied employees must be released from the competitive level, the Employer shall break the tie using the methods and in the order noted below:

- A. SCD (employee with the least service will be released first);
- B. random number based upon the last digit of the employee's social security number.

Section 39.04 Placement Offer

An employee will be given a minimum of five calendar days from the date the employee receives the notice in which to accept or reject an assignment offer pursuant to this Article.

Section 39.05 Performance-Based RIF Credit

RIF years of credit for performance will be applied in accordance with OPM regulations and DOE parameters in effect at the time of the RIF.

Section 39.06 Outplacement Assistance

Consistent with the law and regulations governing the consideration, selection, and placement of surplus and displaced employees, and to the extent funds are available, the Employer will assist employees in taking charge of their careers by providing them outplacement assistance, career transition services. Where possible, the Employer will provide support to affected employees to find new jobs with the Department or Federal sector. As part of the outplacement assistance, affected employees will be permitted to be released from duty to seek employment within the Agency or other government agencies.

Article 40 Contracting Out

Section 40.01 Policy

- A. The Employer agrees to comply with laws and regulations that are applicable at the time a decision is made to contract out.
- B. Subsequent to the Employer's decision to contract out functions, which could result in a potential adverse impact on Bargaining Unit employees, the Union shall be provided a summary of the proposed action, documents provided to potential offerers, and potential impact to Bargaining Unit employees. The Employer and the Union will negotiate I&I of the action, as provided for in the statute, but Union approval of the Agency's decision to contract out is not required.

Section 40.02 Hiring Preference

Except where prohibited by law or regulation, the Employer shall require that the performing contractor provide hiring preference to the Bargaining Unit employees:

- A. Who are/will be involuntarily separated from employment at RL/ORP, and
- B. who are eligible for employment based on the performing contractor's judgment of the employee's ability to meet the job position requirements.

Section 40.03 Union Participation

The Employer agrees to keep the Union informed of any study or planned study to contract out any function of its operations. The Union will be allowed to participate in studies or decision making teams. In the case of Union participation on a decision making team, the Union participant will not be eligible for employment with the contractor; i.e., the loss of the first right of refusal.

Section 40.04 Adverse Actions

Procedures for employees subject to adverse actions as a result of contracting out shall be in accordance with [Article 39](#), Reduction-in-Force, of this contract.

Article 41 Outside Employment

Section 41.01 Policy

- A. An employee shall not engage in outside employment or any other outside activity that conflicts with his/her official duties. An activity conflicts with an employee's official duties:
1. If it is prohibited by statute or by an Agency supplemental regulation; or
 2. if, under the standards set forth in [5 C.F.R. 2635.402](#), Disqualifying Financial Interests, and [5 C.F.R. 2635.502](#), Personal and Business Relationships, it would require the employee's disqualification from matters so central or critical to the performance of his/her official duties that the employee's ability to perform the duties of his/her position would be materially impaired.
- B. Employees are cautioned that even though an outside activity may not be prohibited under 5 C.F.R. 2635, Standards of Ethical Conduct for Employees of the Executive Branch, it may violate other principles or standards set forth in [5 C.F.R. 2636](#), Limitations on Outside Employment and Prohibition of Honoraria; Confidential Reporting of Payments to Charities in Lieu of Honoraria, or require the employee to disqualify him/herself from participation in certain particular matters under either 5 C.F.R. 2635, subpart D, Conflicting Financial Interests, or 5 C.F.R. 2635, subpart E, Impartiality in Performing Official Duties, of this part.

Section 41.02 Approval for Outside Employment

- A. As required by applicable regulations, employees must obtain written approval from their immediate supervisor and the Office of Chief Counsel prior to engaging in outside employment or outside activities. Approval is required whether or not the work is for compensation. The request for approval must be submitted to the supervisor. The supervisor is responsible to forward the request to the Office of Chief Counsel. The request for approval shall include the name of the person; group or organization for whom the work is to be performed; the type of work to be performed; and the proposed hours of work and approximate dates of employment. The Employer will approve or disapprove any written request of an employee to engage in outside activities as soon as possible, but no later than 10 workdays of the Employer's receipt of the request.
- B. Approval shall be granted unless there is a determination that the outside employment is expected to involve conduct prohibited by statute or Federal regulation, including 5 C.F.R. Part 2635. If an employee wishes to dispute the Employer's rejection of a request to engage in outside employment, the employee may file a grievance in accordance with [Article 10](#), Grievance Procedure.

Section 41.03 Definition

For purposes of this Article, “employment” means any form of non-Federal employment or business relationship involving the provision of personal services by the employee. It includes, but is not limited to, personal services as an officer, director, trustee, general partner, agent, attorney, consultant, contractor, employee, advisor, or teacher. It does not include participating in the activities of a non-profit, charitable, religious, public service, or civic organization unless such activities involve the provision of professional services or are for compensation.

Article 42 Smoking

Section 42.01 Policy

It is the policy of the Employer to establish a smoke-free environment for Federal employees and members of the public visiting or leasing Federal facilities. The smoking of tobacco products is prohibited in or on all space owned, rented, or leased by the Employer unless specifically designated otherwise.

Section 42.02 Smoking Areas

Smoking is defined as an activity involving any tobacco smoke. Smoking inside or adjacent to facilities owned or controlled by DOE shall only be in designated smoking areas. There are no designated smoking areas inside facilities owned and/or controlled by DOE. Smoking areas outside facilities owned and/or controlled by DOE are identified by the proximity of cigarette-butt receptacles or sand containers.

Section 42.03 Employee Responsibility

The Union agrees that employees using this open smoking area have a responsibility to dispose of their smoking materials and other litter in the receptacles provided for that purpose. Problems in this regard will be brought to the attention of the Union, which agrees to cooperate with the Employer to resolve such problems.

Article 43 Parking Management

Section 43.01 Policy

To ensure that Employer-controlled parking facilities are operated in a manner responsive to the needs of the Employer, and for the maximum benefit to the employees, assignment of the Employer-controlled parking spaces will be in compliance with the national energy conservation policies and the government-wide parking policies issued by 41 C.F.R. Chapter 102 § 102 74.265 - 74.305.

Section 43.02 Open Parking

Open parking in the lot west of the Federal Building will include Rows D, E and 13 spaces in Row C.

Article 44 Duration and Termination

Section 44.01 Duration

This Agreement shall remain in full force and effect for the remainder of the terms as set forth in the non-professional unit CBA, which is for three years from the date of the Secretary's signature or 30 days after the signature of the Parties, whichever date is sooner. This Agreement shall automatically renew for a fixed period of one year unless either Party gives written notice to the other Party not earlier than 180 days and not later than 135 days prior to the termination date that the Party desires to terminate, amend, or modify this Agreement.

Section 44.02 Negotiations

If either Party provides notice to terminate this Agreement or amend or modify this Agreement, the Parties agree to exchange proposed ground rules for contract negotiations no later than 115 days prior to the expiration of the present Agreement and further agree to commence ground rules negotiations no later than 85 days prior to the expiration of the present Agreement. The Party requesting to terminate, amend, or modify the Agreement shall provide the other Party with the contract proposal prior to termination of the Agreement or as otherwise agreed to in the ground rules.

Section 44.03 Automatic Extension

For purposes of negotiating a new CBA or renegotiating specific provisions of this Agreement, as described in Section 44.02 above, the present Agreement shall automatically be extended for a fixed period of one year following the expiration of this Agreement. Any subsequent extension of the Agreement shall only occur through mutual agreement of the Parties and not through automatic extension.

Article 45 Printing and Distribution Of Agreement

Section 45.01 Printing

The Employer agrees to provide the Union with two original, signed copies of the complete Agreement. In addition, the Employer will provide the Union with eight copies of the original signature page to the Agreement. Further, the Employer agrees to post an electronic copy of the Agreement on the [HRM Home Page](#) within 30 days of the signing of the Agreement.

Section 45.02 Announcement

The Employer and the Union agree that within 10 working days of the signing of this Agreement the Parties will jointly issue a message to all RL/ORP employees regarding the Agreement.

Article 46 Government Office Equipment and Information Technology

Section 46.01 Policy

The Employer and the Union agree government resources are provided to employees to assist them in completing their daily responsibilities. Additionally, the Parties agree that government resources are for authorized purposes and limited personal use of the government office equipment by employees during non-work time (i.e., before/after an employee's tour of duty or lunch break or while in a leave status) is an authorized use. This limited personal use is permitted only if the use: does not interfere with official business; does not violate the Standards of Ethical Conduct for Employees of the Executive Branch; does not compromise information security in any way; does not interfere with the mission or operations of the site or Department; or involves minimal additional expense to the government. The use of government resources will be administered in accordance with the requirements of the RL/ORP Appropriate Use of Government Resources Policy, and amendments thereto.

Section 46.02 Misuse of Government Resources

Personal use of government resources is not an inherent employee right. It is a privilege extended to employees to create a supportive work environment and, if abused, shall be at a minimum, withdrawn. Corrective actions associated with the abuse of this privilege will be carried out in accordance with Articles 36 and 37.

Appendix A Union Official Time Request

1. Union Representative's Name: _____
2. Date Official Time is Needed: _____
3. Estimated Time Needed: _____
4. During Official Time, I can be reached at: _____
5. I request permission to leave my work site for the purpose of engaging in Union representation activities as follows:

<u>Payroll Code</u>	<u>Reason</u>
<u>Hour Code and Reason Code</u>	
Check Appropriate Line Item	
_____ LN + BA	Negotiations
_____ LN + BD	Labor Management Relations
_____ LN + BK	Grievance and Appeals

6. Union Representative's Signature: _____
7. Date of Request: _____
8. Supervisor Approved: _____ Supervisor Denied: _____
9. Reason for Denial: _____

10. Supervisor's Signature: _____
11. Date: _____

Original: Timekeeper File
Copy: Labor Relations Officer
Copy: Union Representative

Appendix B Grievance Form

FIRST STEP GRIEVANCE

To: _____ Date Submitted: _____
Labor Relations Officer

Date Mediator Names Provided to Parties: _____

Date Received by Second-Level Manager: _____ (if applicable)

IDENTIFYING INFORMATION

1. Employee's Name: _____ Phone No: _____

2. Office Location: _____ 3. Organization: _____

4. Job Title & Grade: _____

5. Date Incident/Action Occurred: _____

NATURE OF GRIEVANCE

On the date indicated in item 5 above, an incident/action occurred which I wish to grieve in accordance with Article 11, Grievance Procedure. I met with my supervisor to discuss this issue on _____ (date) _____. However, we were unable to reach resolution. I therefore elect to initiate a grievance at the First Step of the Grievance Procedure. I allege that the following specific Article(s) and section(s) of the Agreement and, if applicable, provisions of regulations and/or laws were violated:

Facts surrounding grievance:

(Use additional sheets as needed)

Personal relief desired:

(Use additional sheets as needed)

Check this box ONLY if you elect to represent yourself:

Signature of Grievant or Union Representative

Date

ACKNOWLEDGEMENT OF RECEIPT OF GRIEVANCE

Labor Relations Officer Signature

Date

SECOND STEP GRIEVANCE

To: _____
Second-Level Supervisor

Date: _____
Submitted

I am submitting this Second Step Grievance because the response to the First Step Grievance was unsatisfactory for the following reason(s):

Check if attachments or continuation pages are included.

Signature of Grievant or Union Representative

Date

ACKNOWLEDGEMENT OF RECEIPT OF SECOND STEP GRIEVANCE

Signature of Second-Level Supervisor

Date

cc: Labor Relations Officer

Appendix C Ground Rules For Midcontract and Impact and Implementation Negotiations

Section C.01 Purpose

This Appendix sets out basic procedures for negotiations over midcontract and I&I matters. The Parties agree that timely and efficient handling of such bargaining obligations benefits the Union and its representation of Bargaining Unit employees and benefits the Employer in its operation of the Agency.

Section C.02 Parties

RL/ORP (the Employer) and the Union.

Section C.03 Coverage

The applicable Bargaining Unit is set forth in the CBA, Article 1, Recognition and Coverage, Section 1.02.

Section C.04 Notice

When a Party gives notice of an issue giving rise to midcontract or I&I bargaining under Article 12, Midcontract Negotiations, of the CBA, the initial notice should be sent via electronic mail (e-mail) and shall state the Party's proposal, point-of-contact, and time period for response. Normally, the time period for response will be two workdays. In unusual circumstances; however, the Employer may provide a shorter time period for response.

The Parties agree that when a Party provides notice of an issue, the Party will also include a listing of proposed changes, if available, and other information available to that Party regarding the proposed changes and the effect those changes might have on employees. The Parties specifically agree that the Employer is not obligated to create an analysis of the changes or effects, but if such an analysis is otherwise available, the Employer will provide it to the Union.

Notices shall be provided to the e-mail box designated for the Union or the designated labor management official as appropriate. The Union agrees to ensure that only individuals who are authorized to bind the Union will respond to messages sent to the Union e-mail box.

Section C.05 Response to Proposal

The response may be:

- A. A waiver of I&I bargaining rights;
- B. a written counterproposal;
- C. a statement that the receiving Party is unwilling to consider a proposal on an issue covered by the CBA;
- D. a written request for more information; or
- E. a request for face-to-face negotiations shall be honored and shall proceed under Sections 6 and 7 of this Appendix.

If the response is a written counterproposal, the receiving Party shall provide a written counterproposal via e-mail or “hard copy” correspondence. This process may be followed for up to three counterproposals, and if no agreement is reached, face-to-face negotiations under Sections 6 and 7 are mandatory. The time period for response to a counterproposal shall not exceed two working days or the time period provided for in the original proposal, whichever is less.

The Parties agree that requests for information will be made as soon as practicable, but in no case later than the two workday response time, and shall contain a statement of the reasons why the requestor needs the information in order to perform its representational duties. Requests for information shall not be used for the purpose of extending the time periods for response to a notice of an issue.

The Parties further agree that if there is a need for an extension of the time periods set forth in this Appendix, the Party requesting such extension will make that request as soon as practicable, but in no case later than the two workday response time. The request for extension of time shall be in writing via e-mail or “hard copy” correspondence and state the reasons for the request. Unless there are unusual circumstances that prevent reasonable extensions of time, the Parties agree that extensions shall be granted when good cause is shown. If there is no response to a request for extension of time within 24 hours (excluding weekends, holidays and FWS alternate Fridays) of the request for extension, the extension of time is deemed granted.

For the purpose of determining whether responses or requests for extension under this paragraph are timely, the following shall apply. If the response or request for extension of time is sent via e-mail, the determination of whether the response is timely will be based on the date and time the e-mail was sent. If the response or request for extension of time is provided via “hard copy” correspondence, the determination of whether the response is timely will be based on the date and time the correspondence is received.

For the purpose of this Appendix, the time period for response commences the first full workday after an e-mail notice or response is sent or “hard copy” correspondence is received. In the event that an e-mail notice or response is sent or “hard copy” correspondence is received after the close of business, it is deemed to be sent/received the next workday, and the time period for a response or a request for extension of time commences the next workday thereafter. For the purpose of this Appendix, the alternate FWS Friday is not considered a workday and close of business is 5:00 p.m.

If there is no response to a proposal or counterproposal within the deadline and no extension has been requested or granted, the proposal or counterproposal may be implemented without further negotiations.

Section C.06 Non-Negotiability Procedures

The Employer agrees to inform the Union of non-negotiability at the earliest opportunity. The Parties will make every reasonable attempt to resolve negotiability disputes through discussion and possible re-phrasing of proposals.

The Union may make a written request for a formal statement of non-negotiability at any time. The Employer will comply by providing written justification for the non-negotiability assertion in accordance with Authority regulations. The Union may then challenge the declaration through appropriate procedures.

Provided that proposals are not conditional to a negotiability issue, the Parties agree to negotiate in good faith on remaining proposals.

If the Authority determines that the proposal is negotiable or if the Employer withdraws its statement of non-negotiability after agreement has been reached on other parts of the proposal, the Parties agree to negotiate the remaining item.

Section C.07 Face-to-Face Negotiations

If face-to-face negotiations are initiated, each Party shall designate no more than two representatives, one of whom shall be designated as the chief negotiator. Where there are unusual circumstances involving the issue to be negotiated, such as complexity or a need for additional expertise, the Parties may mutually agree to designate more than two representatives each. The designation of negotiators shall be made at the time a face-to-face negotiation is invoked by the Party requesting such negotiations and by the other Party within two working days of the invocation of negotiations. It is understood that those designated as the chief negotiator shall have full authority to negotiate and bind their respective Parties to the Agreement. Changes in these designations may be made at any time by notifying the other Party via e-mail or by “hard copy” correspondence.

Section C.08 Negotiating Sessions

A. Scheduling

If the Union's initial response is to invoke face-to-face negotiations as allowed by Section 5.E., that response shall include a written statement identifying items or impacts for negotiation and a proposed agenda for the negotiations.

If the Employer's initial response to a Union notice of an issue is to invoke face-to-face negotiations as allowed by Section 5.E., that response shall include a proposed agenda for the negotiations.

The face-to-face negotiating session shall be scheduled for a mutually agreeable date and time (generally within two workdays and in no event more than five workdays). If the matter is not resolved within a reasonable time (normally no more than two hours) and a subsequent session is required, the Parties will tentatively agree upon a date and time for any follow-up session, subject to release from official duties, prior to adjournment. Scheduled sessions will only be canceled if either chief negotiator is unable to attend because of an emergency and a substitute is not available. Rescheduling will be by mutual agreement, subject to release from official duties.

A. Location

Negotiating sessions will be held in mutually agreeable space located on the Employer's premises.

B. Order of Business

At the first formal negotiating session, either Party may agree to any or all of the proposals tendered by the other Party, leaving only the remaining items to be discussed. If agreement is not reached on any given item, it will be tabled and the Parties will move to the next item. Either Party may declare an item tabled. Tabled items will be reconsidered in order after the last item has been considered, unless otherwise mutually agreed.

If mutually agreed, the Parties may ask a facilitator or mediator to assist with the negotiations.

C. Caucus

Brief caucuses may be called by either chief negotiator to allow him/her to confer privately with his/her associate(s). The chief negotiator calling a caucus may choose to remain in the negotiating room while the other Party vacates or may elect to leave the negotiating room and caucus elsewhere. Caucus time will generally be limited to 15 minutes, but the Parties may mutually agree to additional time.

E. Records

There will be no audio or visual recordings or transcripts of any negotiating session. However, either Party may keep detailed notes, as the Party deems necessary for its own use.

Section C.09 Official Time

Official time for Bargaining Unit representatives is only available in accord with Article 7, Union Representation and Official Time, of the CBA.

Section C.10 Impasse

Should an impasse be reached during negotiations where neither Party is willing to discuss an issue any further, the item will be tabled, and the previously described order of consideration will continue. When agreement has been reached on all remaining items and all impasse items have been identified, either Party may request assistance from the Federal Mediation and Conciliation Service (FMCS).

The Employer and Union agree to give full consideration to the mediator's efforts to resolve any impasse. If mediation fails to resolve the matter, either Party may refer it to the Federal Service Impasse Panel as specified in 5 U.S.C. § 7119 and implementing regulations.

Section C.11 Agreement

When agreement is reached on an item, it will be initialed and dated by the chief negotiators. Once negotiations are complete, the Employer will prepare a Memorandum of Understanding (MOU) incorporating the items agreed upon by the Parties which the Parties will sign and date. Unless mutually agreed otherwise, any MOU will have the same duration as Article 44, Duration and Termination, of the CBA and shall become a part thereof and placed in an Appendix to the CBA.

FLEXIPLACE AGREEMENT

1. Introduction

This is an employment agreement between the U.S. Department of Energy (DOE) and its employee, _____, for the purpose of specifying the terms and conditions under which you will work at the alternate workplace, specified below, a site other than your regularly assigned office location, the duty station specified below. This Telecommuting Agreement is not an employee entitlement, does not change the terms and conditions of your appointment, is not a substitute for child or other dependent care arrangements, nor are you assured that this work option will continue indefinitely. This arrangement is intended to be an additional method the Department utilizes to accomplish work.

2. Type of Arrangement

Regular Situational* Medical** (Mark the appropriate one)

* Situational: Duration not-to-exceed 2 weeks and Supervisor's signature of approval

** Medical documentation required

3. Effective Date, Termination, and Duration

The proposed effective date of this agreement is _____ to _____. Agreements may be extended beyond the proposed termination date. Agreements scheduled for nine months or more must be re-certified at least semi-annually from the effective date. You may terminate this agreement at any time from the effective date by giving your supervisor notice and returning to your duty station. To ensure that you are properly accommodated at your duty station, you should provide at least two weeks notice of your desire to terminate this agreement. Management has the right to terminate or modify this agreement at any time, after reasonable notice.

4. Duty Station

Your official duty station is: _____.

5. Alternate Workplace

Your alternate workplace is: _____

Telephone number at alternate work station: _____

6. Your Responsibilities

You will perform the work assignments agreed to with your supervisor in the time frame discussed, to the extent that you have control over the completion of those assignments. You will ensure that you have appropriate resources available or access to them to perform those assignments at the alternate workplace. You will be reasonably accessible during agreed upon work hours. You will safeguard DOE equipment and records and use such equipment and records for official business only. You will also safeguard, service, and maintain your equipment, if any, used to perform your work at the alternate workplace. Your alternate workplace will be maintained in a reasonably safe condition. You will keep your alternative workplace hazard-free and normally free from distractions. You are bound by the Standards of Conduct of Employees of the Executive Branch and DOE's supplement thereto while working at your alternate workplace.

7. Non-Work Responsibilities	<p>Will you be responsible for minor children during your work hours? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Will you be responsible for an adult dependent during your work hours? Yes <input type="checkbox"/> No <input type="checkbox"/></p>
8. Time and Attendance	<p>You will provide your timekeeper with a copy of your work schedule including days and hours at your alternate work place. Normal rules and procedures apply for authorizing, approving, earning, and using leave, overtime, credit hours, compensatory time, time-off awards, etc. Your time and attendance must be reported to your timekeeper in a timely manner and certified by your certifying official so there is an accounting for all hours included in your agreed-upon work schedule. Your time and attendance must be reported for the pay period indicating specified days and hours at your official duty station and alternate workplace. Administrative dismissals are based only on the workplace affected by the dismissal. You will obtain approval in advance for any schedule change, including work that entitles you to overtime compensation, training, and leave, except for unexpected leave situations.</p>
9. Pay, Leave, and Travel	<p>Your pay, leave, and travel entitlements are based on your duty station. This telecommuting agreement is not a basis for changing your salary and benefits.</p>
10. Work Assignment (s) (List here or attach)	
11. Management's Rights	<p>Management has the right to terminate or modify this agreement at any time or alter your agreed upon work schedule at any time when your supervisor determines that you are needed at your duty station due to work demands, attendance at a meeting(s) or training sessions(s), or other business reason.</p>
12. Performance	<p>Your performance will be evaluated based on the quantity and quality of your work products, the progress on your assignments that you report, and any other appropriate measures, such as timeliness, responsiveness to customer needs, accessibility, etc., that your supervisor has communicated to you.</p>
13. Inspections	<p>You are subject to a physical inspection of your workplace, equipment, and records during normal working hours, upon reasonable notice, normally at least 24 hours in advance. If you are suspected of a security violation, an inspection may be unannounced, but during normal working hours.</p>

14. Resources Provided

In the event that you do not have appropriate resources to accomplish your assignments, then DOE may, subject to the availability of funds, provide necessary equipment. If you have any problem with DOE supplied equipment or software, notify your supervisor. If you utilize a laptop computer on an "as-needed" basis, you are to follow your organization's office procedures for checking it out and returning it promptly when finished. If you provide any resources, you do so at your expense, unless specifically authorized herein or otherwise in writing. Upon termination of this telecommuting agreement, you must return all DOE supplies and resources or notify your supervisor to make arrangements for returning them within three workdays.

15. Expenses

If you need a government calling card for business-related long distance calls and if you don't already have one, complete the Calling Card Request Form (Site Form A-6002-480).

You may be reimbursed for expenses pre-approved by your supervisor. To be reimbursed, you must submit an SF-1164, Claim for Reimbursement for Expenditures on Official Business, with a copy of your expenses, through your supervisor.

DOE will normally not be responsible for any additional operating costs, such as home maintenance, insurance, or utilities that are associated with your using your home as the alternate workplace.

16. Liability

You assume full responsibility for any damage to your personal or real property that may occur as a result of your working at your alternative workplace, except to the extent that DOE is held liable by the Federal Tort Claims Act or the Military Personnel and Civilian Employees Claims Act. If you are injured during your authorized hours of work while actually performing official duties at your alternative workplace, you are generally covered by the Government's Workers' Compensation Program. You must notify your supervisor immediately of any accident or injury that occurs at the alternate workplace and complete any required forms. DOE may investigate such a report immediately.

17. Effect of Failure to Fulfill the Terms of This Agreement

This agreement will be terminated if you fail to fulfill its, or any amendment to its, terms. Termination for reasons of misconduct or failure to protect equipment, records, and/or data may result in disciplinary action and/or suspension or revocation of your security clearance, if appropriate.

18. Certification

I hereby certify that I have read and understood the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that applicable policies and guidelines may change or be added without amending this agreement accordingly. In the event of such changes, I agree that this agreement will be subject to them.

Employee

Date

20. Telecommuting Screen Out Criteria	Yes	No
a. Is frequent face-to-face contact with clients/coworkers vital in order to complete this project?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is frequent supervisory review, while work is in progress, required as a routine part of this job?	<input type="checkbox"/>	<input type="checkbox"/>
c. Are there security or technical reasons prevent information from being used at the alternate duty station, which is needed to perform the work effectively?	<input type="checkbox"/>	<input type="checkbox"/>
d. Is most recent performance rating Marginal or Unacceptable?	<input type="checkbox"/>	<input type="checkbox"/>
e. Are there dependent children or adults who will be at the alternate duty station during the times the employee is scheduled to work AND may require the attention of the employee during these times?	<input type="checkbox"/>	<input type="checkbox"/>
f. Are there any other kinds of disturbances, which would distract the employee from performing his/her work at the alternate duty station?	<input type="checkbox"/>	<input type="checkbox"/>

Answering YES to any of the above questions will normally eliminate a person from consideration in the telecommuting program. Provide explanation below if employee is screened out on one or more criteria and is still being recommended for the telecommuting program.

Immediate Supervisor

Date

21. Regular or Medical Approvals (If you are requesting a regular or medical telecommuting agreement, please obtain the signature of your second-level supervisor.)

- Approve
- Disapprove (Provide Reason: _____)

Second-Level Supervisor

Date

22. Submit to HRM Representative (Provide all original agreements to your HRM Representative.)

This request meets the criteria of the program.

HRM Representative

Date

Appendix E Union Reorganization Notification

1. Reason for Reorganization:

2. Names, position titles, and grades of affected Bargaining Unit positions

3. Mission and function statements attached

Yes _____ No _____ None Exist _____

4. Staffing charts for existing and proposed organization, identifying known vacancies in the new organization

5. Proposed implementation schedule

6. Proposed employee notice(s)

7. Appendix _____ (relocation) attached: Yes _____ Not necessary

APPENDIX G
MEMORANDUM OF UNDERSTANDING

Between
AFGE, Local 788 (Union)
and
DOE Richland Operations Office (RL) and Office of River Protection (ORP)
(Management)

Issue: Random Drug Testing Procedures and Expansion of the Testing Pool

Background: Upon being notified on August 16, 2007, by Management of changes resulting from the implementation of Department-wide random drug testing procedures and expansion of the testing pool to include all positions requiring a "Q" or "L" security clearance, the Union filed a Union grievance on August 23, 2007, indicating multiple reasons for objection to the new procedures due to potential adverse impact to Bargaining Unit (BU) members. Management and Union officials met on several occasions to discuss potential impact to BU members and whether to attempt mediation of the issues. No resolution was reached. The Union indicated its desire to engage in Impact and Implementation (I&I) bargaining over the implementation of the random drug testing procedures and expansion of the testing pool. An I&I meeting was held on September 16, 2008. Multiple issues were raised. On May 7, 2009, the Union was provided with a document outlining all the issues raised in the September 16 meeting with corresponding Management responses to each issue. On May 11, 2009, the Union responded that "further negotiations were mutually suspended to allow Management additional time to contact/supply the Union information concerning how local implementation would be accomplished by Management." A visit by the Union President to the local testing site was accomplished. The Union was provided with copies of the Statement of Work and contract with Pembroke Occupational Health and Department of Interior National Business Center. Pembroke provides drug and alcohol collections, including monthly reports, chain of custody forms, and transportation of collection kits/supplies to collection sites and return of specimens to testing lab.

In accordance with the Collective Bargaining Agreement between the two parties, Article 12, Midcontract Negotiations, and Appendix C, Ground Rules for Midcontract and Impact and Implementation Negotiations, Section C.11, Agreement, this Memorandum of Understanding (MOU) "will have the same duration as Article 44, Duration and Termination, of the CBA, and shall become a part thereof and placed in an Appendix to the CBA."

The following is the Memorandum of Understanding regarding how local implementation of the Department-wide random drug testing procedures and expansion of the testing pool will be carried out at RL and ORP.

Collection of Random Test Sample

1. A BU employee may have a Union representative accompany him/her to the drug testing site (presently, Lourdes Occupational Medicine Clinic in Pasco); however, the testing procedures prohibit anyone but the individual being tested to be in the collection stall itself, unless it is an observed specimen collection. If it is an observed specimen collection, a BU employee may choose to have a Union representative present as an observer, in addition to the observer from the drug testing site.
2. Specimen sample collection procedures are posted at the testing site. The employee is asked to read the procedures prior to providing the specimen sample and will be required to follow them.
3. At the time of testing, the employee is given information regarding the chain-of-custody requirements prior to actually providing the specimen; following the specimen collection, the employee has "eyes on" the specimen container through the process of sealing and labeling the tamper-evident seal to the container. The chain of custody procedures are incorporated into the Federal Drug Testing Custody and Control Form (Atch 1).
4. In the event of an "observed specimen sample collection," the employee is entitled to an observer of the same sex.
5. The testing site provides a locked cabinet for the purpose of storing the employee's personal effects during the specimen collection procedure. The employee receives the key during the specimen collection procedure.
6. Once the employee properly provides a required specimen following random selection, he/she will not be required to submit a replacement specimen unless Management again meets all notice and procedural requirements specified in the Collective Bargaining Agreement and/or the US Department of Health and Human Services SAMHSA (Substance Abuse and Mental Health Services Administration) Mandatory Guidelines for Federal Workplace Drug Testing Programs (Atch 2) if the original sample is lost, mishandled, or the test results are in any other way invalidated through no fault of the employee. However, should a mistake occur (i.e., a sample is lost, mishandled, etc.), the employee will still be required to meet the Testing Designated Position (TDP) requirements.
7. An employee's previously scheduled leave will not be cancelled because an employee is subsequently directed to report for a random drug test. Before being returned to the random testing pool, the Drug Program Coordinator (Linda Yorgensen, HRM) will coordinate with the employee's

supervisor to determine the times the employee may be absent from the workplace, even if that may be for 30 days or more.

8. A random drug test specimen collection from an employee will be conducted as required by the US Department of Health and Human Services mandatory guidelines as stated in Section 2.2f(4), Specimen Collection Procedures, Subpart B of the Federal Register/Vol. 69, No. 71, page 19656; the SAMHSA Mandatory Guidelines for Federal Workplace Drug Testing Programs; and in accordance with DOE O 3792.3, Drug-Free Federal Workplace Testing Implementation Program, Chapter II, paragraph 6.
9. A copy of the Thirty-Day Advance Notice of Random Drug Testing memorandum (Atch 4) will be provided to individual employees who occupy a Testing Designated Position.
10. A copy of the Desk-Top Process for Administering DOE Substance Abuse Program Testing is attached to this MOU (Atch 5).
11. A copy of the SAMHSA Mandatory Guidelines for Federal Workplace Drug Testing Programs may be found at:
http://www.workplace.samhsa.gov/FedPgms/Fed_DFWP.aspx.

Medical Review Officer (MRO) Interview

1. The MRO must contact the donor and interview the donor when the donor's specimen is reported by the laboratory as non-negative (i.e., positive, adulterated, substituted, invalid).
2. The MRO must inform the donor, prior to obtaining any additional information, that confidential medical information provided during the review process may be disclosed to the Federal agency.
3. The MRO will provide written documentation of a non-positive drug test to the Department. Locally, the Drug Program Coordinator will provide the MRO's written documentation to the BU employee and his/her supervisor. The MRO may conduct a telephonic interview with the employee and will indicate at that time whether additional medical documentation is required and how the employee may provide it.
4. The MRO Interview is conducted in accordance with the SAMHSA MRO Manual dated November 1, 2004 (Atch 6). A copy may be found at:
[http://www.workplace.samhsa.gov/DrugTesting/Level_1_Pages/HHS%20MRO%20Manual%20\(Effective%20November%201,%202004\).aspx](http://www.workplace.samhsa.gov/DrugTesting/Level_1_Pages/HHS%20MRO%20Manual%20(Effective%20November%201,%202004).aspx).

- a. The MRO must attempt contact with the donor as soon as possible after receiving the non-negative report (usually within 24 hours). The MRO copy of the Federal Drug Custody & Control Form will contain daytime and evening telephone numbers for the donor.
 - b. The MRO establishes guidelines as to what constitutes a reasonable effort to contact a donor. All attempts made to contact the donor must be documented.
 - c. If the MRO, after making all reasonable efforts, has been unable to contact the donor within 14 days after the date on which the MRO received the test result from the laboratory:
 - (1) The MRO must inform the Federal agency of his or her inability to contact the donor.
 - (2) The MRO must not reveal the test result or any information about the drug test.
 - d. The Federal agency must:
 - (1) Confidentially direct the donor to contact the MRO within 5 days, and
 - (2) Inform the MRO that the donor has been directed to contact the MRO or that the Federal agency was unable to contact the donor.
5. The MRO may verify a test result without having communicated directly with the donor (i.e., a non-contact determination) for the following reasons:
- a. The donor expressly declines the opportunity to discuss the test result, or
 - b. The Federal agency has contacted the donor and instructed the donor to contact the MRO, but the donor has not contacted the MRO within 5 days after being contacted by the Federal agency.
6. The MRO will take action based on the donor's responses in the review.
- a. If the donor admits use of an illegal drug consistent with the test results or admits that he or she tampered with the specimen, the MRO will advise the donor that the test result will be reported to the Federal agency.

b. If the donor does not admit use of an illegal drug or specimen tampering, the MRO will ask the donor if there is any possible medical explanation for the test result:

(1) If the donor provides a possible medical explanation (e.g., claims that a positive result was due to a legally prescribed medication or that the drug use was associated with a valid medical procedure), the MRO will require the donor to provide appropriate supporting documentation within a specified time.

(a) If the donor claims to have taken a prescribed medicine that contains either the drug reported positive or a substance that can metabolize to that drug, the donor must provide one of the following:

- A copy of the prescription,
- The medicine container with the appropriately labeled prescription (or the label from the container), or
- A copy of the medical record documenting the valid medical use of the drug during the time of the drug test.

(b) The MRO may contact the prescribing physician or the pharmacist who filled the prescription to verify the information provided by the donor.

(c) If the donor has been taking a prescription medication that contains a drug with a high potential for abuse over a long period, there must be appropriate justification for the long term use. The MRO must contact the prescribing physician to express concern that the continued use of the medication may present a significant safety problem for the donor while on the medication.

(d) State laws that make available to an individual a variety of illicit drugs by a physician's prescription or recommendation do not make the use of these illicit drugs permissible under the Federal Drug-Free Workplace Program. The use of any substance included in Schedule I of the Controlled Substance Act, whether for non-medical or ostensible medical purposes, is considered a violation of Federal law and the Federal Drug-Free Workplace Program. The MRO must not accept a prescription or the verbal or written recommendation of a physician for a Schedule I substance as a valid medical explanation for the presence of a Schedule I drug or metabolite in a Federal employee/applicant specimen.

(2) If the donor has no valid medical explanation for the result, the MRO will advise the donor that the test result will be reported to the Federal agency.

(a) For positive, substituted, or adulterated results: The MRO will inform the donor that he or she may have the specimen retested at a second certified laboratory. The retest request must be made within 72 hours of the interview with the MRO. (Note that donors are not allowed to request retesting of specimens reported as invalid.)

(b) One of the purposes for a donor interview is to allow a donor the opportunity to provide an alternative explanation for a non-negative drug test result. For the explanation to be accepted, the donor must provide acceptable supporting documentation to the MRO. If the alternative explanation for a positive, adulterated, or substituted result is acceptable and supported by documentation as outlined below, the MRO must verify the result as negative.

Mutually Agreed Upon Issues

1. Employees are entitled to government transportation to and from the testing facility if requested. Supervisors are responsible to ensure employees identified to participate in a random drug test are provided a means to travel to and from the drug testing facility in a timely manner for the scheduled appointment.
2. A BU employee may have a Union representative present at a meeting with security personnel regarding a non-negative test.
3. A BU employee may have a Union representative present at a meeting with the supervisor concerning a non-negative test.
4. Employees are informed of their Weingarten rights annually. A statement is added to the employee 30-day notice memorandum notifying employees of their right to representation.
5. The employee may discuss his/her concern with the supervisor of the position regarding termination of a security clearance because the position does not require a security clearance. However, the supervisor, in coordination with Security & Emergency Services personnel, makes the final determination of whether the duties of the position require a security clearance. If an employee disagrees with the supervisor's determination, he/she may file a grievance. Hanford Clearance Justification/Recertification Form #5631.6 may be completed and submitted to the Security and Emergency Services office.
6. The classes of drugs tested for are: marijuana (THC metabolite), cocaine, amphetamines, opiates (including heroin), and phencyclidine (PCP). The

classes of drugs tested for are identified in the body of the employee 30-day notice memorandum.

7. It is agreed between the parties that if Management prepares local guidelines for supervisor use concerning random drug testing procedures and expansion of the drug testing pool, the Union (both units) will be provided a copy.
8. When an employee participates in a "voluntary" AdvanceMed Hanford annual physical, but declines to participate in a "voluntary drug screening" through AdvanceMed, the employee's election not to participate in voluntary drug testing shall not be utilized by Management in any personnel or security action, including profiling as a potential drug user. An employee's participation in a voluntary AdvanceMed Hanford annual physical is confidential between the employee and the provider.
9. Confirmed non-negative test results will be dealt with in accordance with DOE O 3792.3, Drug-Free Federal Workplace Testing Implementation Program, Chapter III, Dealing with Test Results; procedures described in the Desk-Top Process for Administering DOE Substance Abuse Program Testing; and the 30-Day Advance Notice of Random Drug Testing memorandum. A bargaining unit employee has the right to file a grievance in accordance with the negotiated grievance procedure, and to appeal through available applicable appeal avenues.
10. Alcohol testing is not required at this time for employees who are assigned to positions that require a "Q" or "L" security clearance. However, if an employee is assigned to a position included in the Human Reliability Program or to a position that requires a Commercial Driver's License, alcohol testing is required, as stated in the Desk-Top Process for Administering DOE Substance Abuse Program Testing guidance.

Atchs

1. Federal Drug Testing Custody and Control Form
2. US Department of Health and Human Services SAMHSA Mandatory Guidelines for Federal workplace Drug Testing Programs
3. DOE O 3792.3, Drug-Free Federal Workplace Testing Implementation Program
4. Thirty-Day Advance Notice of Random Drug Testing Memorandum
5. Desk-Top Process for Administering DOE Substance Abuse Program Testing
6. SAMHSA MRO Manual, November 1, 2004

Federal Substance Abuse Testing Program

Memorandum of Understanding, April 22, 2015

Purpose

This MOU is a result of the Impact and Implementation (I&I) bargaining between AFGE Local 788 and Management Representatives over the implementation of the Department's Federal Substance Abuse Testing Program, DOE Order 343.1 .

With the signing of this MOU, the Union has agreed to support implementing the Order. This MOU does not replace the existing MOU (Appendix G of the current CBA), but rather supplements it. This agreement also authorizes minor changes to the existing MOU (Appendix G) to update the applicable DOE Order number and other minor administrative updates.

There are two sections to this MOU. The first is the agreed action, and the second provides a summary of the areas that were discussed.

Agreed Action and Definition:

- A. *The Union requested and Management agreed to provide the following link to management officials to provide a resource to assist in determining whether an employee may be impaired (while the title refers to alcoholism, OPM refers to this guide generally for substance abuse symptoms):*
<http://www.opm.gov/policy-data-oversight/worklife/reference-materials/alcoholism-in-the-workplace-a-handbook-for-supervisors/#Signs>
- B. *Further, it was determined after consultation that "Head of Departmental Element or designee" refers to the RL or ORP Manager, respectively.*

Discussion/Context

Following is the list of topics identified by the Union for I&I Bargaining and the jointly-approved summary. Many of the topics below are fixed by the issue of the New DOE Order and are not subject to implementation bargaining. Others are already addressed in the existing MOU (Appendix G).

1. The new order has a biennial notice to all employees (previously it was annual). *This was determined to refer to a one-time Agency-level communication to all employees and outside the scope of local negotiations. The responsible Agency proponent is responsible for the announcements (via DOE cast or similar vehicle).*

2. Individual One-Time notice – The 30 day notice is the same as before for affected individual staff. However, the previous 60 day notice to all employees was eliminated.
No change to the MOU is required.
3. The new DOE order refers to test guidelines in other documents; the old order had testing details in it (colored water, no sink, etc.).
No change to the MOU is required. Details of testing are already covered by the current MOU.
4. New order requires employee to acknowledge receipt of the notice in writing. Not required in the old order.
No change to the MOU is required. This is already covered by the current MOU, and it is a requirement of the new DOE Order.
5. Alcohol testing is now included (was not in the old order).
No change to the MOU is required. This is a requirement of the New DOE Order. Alcohol testing is already covered by the current MOU.
6. Positive test results will be shared with supervisors. (Not shared in the old order – so this is a change).
No change to the MOU is required. This is a requirement of the New DOE Order.
7. Details of follow up testing are now for a minimum of 12 months.
No change to the MOU is required. This is a requirement of the New DOE Order.
8. Testing may now be required after a reportable accident on official duty. This was not a previous requirement.
No change required.
9. Testing as a result of reasonable suspicion – the new DOE order no longer has specific criteria for reasonable suspicion, which were supposed to be in the federal Personnel Manual (FPM) per the old order. The FPM has been cancelled.
Union requested that the following link be provided to management officials to provide a resource to assist in determining whether an employee may be impaired:
<http://www.opm.gov/policy-data-oversight/worklife/reference-materials/alcoholism-in-the-workplace-a-handbook-for-supervisors/#Signs>. Further, it was determined after consultation that “Head of Departmental Element or designee” refers to the RL or ORP Manager, respectively.
10. New order clarifies that a return to duty test is an ‘observed collection.’ Someone watches.
Details of implementation are already addressed in the MOU. No change to the MOU is required.

11. Return to sensitive duties involving a security clearance is not covered by this order – and there are no criteria other than a “decision by the cognizant personnel security office.”
This is an observation. No change to the MOU is required.
12. Required training for local substance abuse program coordinators is not defined. Yet this person is the “designated employee representative” – receiving test results.
This is an observation. No change to the MOU is required.
13. The medical review officer is no longer required to be an MD (was required in the old order).
A check of the SAMHSA MRO Manual at <http://www.workplace.samhsa.gov> shows an MRO is a licensed physician holding either a Doctor of Medicine (M.D.) or Doctor of Osteopathy (D.O.) degree. The detail was removed from the Order.
14. Training for breath alcohol technicians is not specified.
This is an observation. No change to the MOU is required.
15. Illegal drugs are referred to the US code so you have to hunt. The old order had a specific list.
The list is established by the new DOE Order so is not open to I&I bargaining. No change to the MOU is required.
16. Reasonable suspicion has a poor definition.
An action to amend the MOU was requested as a result of this item and item 9.
17. Need Federal clarification on marijuana use—currently legal in Washington State for recreational use. ***No change to the MOU is required. That marijuana use is not legal for federal employees was previously addressed nationally.***
18. The new DOE Order does not address “Fitness for Duty” requirements
This is an observation. No change to the MOU is required.

19. How DOE will identify position categories for Drug Testing positions is not clearly defined in the new DOE Order.

No change to the MOU is required. The existing MOU contains an agreement that any local guidelines for supervisor use concerning random drug testing procedures and an expansion of the drug testing pool will be shared with the Union.

Signatures Redacted

REQUEST FOR PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES

Privacy Act Statement

Section 5525 of Title 5 United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to request that labor organization dues be deducted from your pay and to notify your labor organization of the deduction. Completing this form is voluntary, but it may not be processed if all requested information is not provided.

This record may be disclosed outside your agency to: 1) the Department of the Treasury to make proper financial adjustments; 2) a Congressional office if you make an inquiry to that office related to this record; 3) a court or an appropriate Government agency if the Government is party to a legal suit; 4) an appropriate law enforcement agency if we become aware of a legal violation;

5) an organization which is a designated collection agent of a particular labor organization; and 6) other Federal agencies for management, statistical and other official functions (without your personal identification).

Executive Order 9397 allows Federal agencies to use the social security number (SSN) as an individual identifier to avoid confusion caused by employees with the same or similar names. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that payroll deductions cannot be processed.

Your agency shall provide an additional statement if it uses the information furnished on this form for purposes other than those mentioned above.

1. Name of Employee (<i>Print or Type-Last, First, Middle</i>)	2. Employee Identification Number (<i>SSN or Other</i>)	3. Timekeeper Number
4. Home Address (<i>Street Number, City, State and ZIP Code</i>)	5. Name of Agency (<i>Include Bureau, Division, Branch or Other Designation</i>)	

Section A-For Use By Labor Organization

Name of Labor Organization (*Include Local, Branch, Lodge or Other Appropriate Identification*)

I hereby certify that the regular dues of this organization for the above named member are currently established at \$ _____ per _____ (biweekly pay period) ~~_____~~. (*Strike out whichever period is not appropriate, based on arrangement with the employee's agency.*)

Signature and Title of Authorized Official	Date (<i>Month, Day, Year</i>)
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Section B-Authorization By Employee

I hereby authorize the above named agency to deduct from my pay each pay period, or the first full pay period of each month, the amount certified above as the regular dues of the (Name of Labor Organization):

_____ and to remit such amount to that labor organization in accordance with its arrangements with my employing agency. I further authorize any change in the amount to be deducted which is certified by the above named labor organization as a uniform change in its dues structure.

I understand that this authorization, if for a biweekly deduction, will become effective the pay period following its receipt in the payroll office

of my employing agency. I further understand that Standard Form 1188, Cancellation of Payroll Deductions for Labor Organization Dues, is available from my employing agency, and that I may cancel this authorization by filing Standard Form 1188 or other written cancellation request with the payroll office of my employing agency. Such cancellation will not be effective, however, until the first full pay period which begins on or after the next established cancellation date of the calendar year after the cancellation is received in the payroll office.

Contributions or gifts (including dues) to the labor organization shown at left are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code.

Signature of Employee	Date (<i>Month, Day, Year</i>)
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FOR COMPLETION BY AGENCY ONLY- The above named employee and labor organization meet the requirements for dues withholding. (Mark the appropriate box. If "YES", send this form to payroll. If "NO", return this form to the labor organization.)	YES	NO

CANCELLATION OF PAYROLL DEDUCTION FOR LABOR ORGANIZATION DUES

Privacy Act Statement

Section 5525 of Title 5, United States Code (Allotments and Assignments of Pay) permits Federal agencies to collect this information. This completed form is used to stop labor organization dues from being deducted from your pay and to notify the labor organization that the dues will be no longer deducted. Completing this form is voluntary but it may not be processed if all requested information is not provided.

This record may be disclosed outside your agency to 1) The Department of Treasury to make proper financial adjustments; 2) A congressional office if you make an inquiry to that office related to this record; 3) A court or an appropriate government agency if the Government is party to a legal suit; 4) To an appropriate law enforcement agency if we become aware of a legal violation; 5) an organization which is a designated collection agent of a particular labor organization; and 6) other Federal agencies for management, statistical and other official functions (without your personal identification).

Executive Order 9397 allows Federal agencies to use the Social Security Number (SSN) as an individual identifier to avoid confusion caused by employees with the same or similar name. Supplying your SSN is voluntary, but failure to provide it, when it is used as the employee identification number, may mean that this payroll action cannot be processed.

You agency shall provide an additional statement if it uses the information furnished on this form for purposes other than those mentioned above.

1. Name of Employee (Print – Last, First, Middle)	2. Employee I.D. Number (Social Security or other)
3. Agency Name (Include Bureau, Division, Branch or other Designation)	4. Timekeeper Number
5. Name of Labor Organization	6. *Cancellation Date (Completed by agency only)

I hereby cancel my authorization of dues for the above labor organization from my pay* I understand that this cancellation will become effective on the full pay period which begins on or after the next established cancellation date (Indicated above) after this request is received in my agency payroll office.

7. Signature of Employee	8. Date (Month, Day, Year)
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(Submit copies 1 & 2 to the agency payroll office. Copy 1 is retained for payroll records and copy 2 is forwarded by the payroll office to the labor organization in accordance with the arrangement between the agency and the labor organization. Copy 3 is retained by the employee.)

EMPLOYEE RECOGNITION & AWARDS PROGRAM PLAN RICHLAND OPERATIONS OFFICE AND OFFICE OF RIVER PROTECTION

Purpose:

The Department of Energy, Richland Operations Office (RL) and the Office of River Protection (ORP) recognize the importance of employees' contributions to the success of its mission at the Hanford Site. Employee actions that improve the performance in the areas of safety, environmental excellence, quality of work, leadership, teamwork, customer satisfaction, and cost effectiveness are the keys to our success. The Recognition and Awards Programs is intended to recognize employee contributions and successes that are linked to job performance excellence and the continuous improvement objectives of RL and ORP. Additionally, the recognition program is designed to recognize employee performance in the immediate time frame of the activities involved, such that maximum peer exposure to excellent performance and continuing improvement can be achieved.

Scope of the Program:

RL/ORP employees are eligible for recognition and awards under this Program Plan. RL/ORP utilize a very active Recognition and Awards Program to recognize employees for special contributions, either individually or for group efforts, in connection with or related to official employment. This Program may also be used to recognize Federal employees outside of RL/ORP who have contributed to the success of RL/ORP's mission.

Recognition:

Recognition is given with monetary and informal honorary incentives. Criteria reinforcing the quality work ethic are used in the recognition programs, i.e., Teamwork, Improved Processes, Customer Satisfaction, Environmental Excellence, Leadership, Cost Savings, and Safety. An employee may receive multiple recognition and awards throughout the year, but employees should not be recognized twice for the same accomplishment. In the event recognition was given by one office and later determined that the recognition was inadequate, the additional recognition will be reduced by the earlier dollar value if a monetary award was given. Additionally, a combination of awards may be used for a single recognition ensuring that the awards are commensurate with the accomplishment.

Nomination Process:

1. Submitter prepares a Recognition Form, which should include a brief description of the contribution and resulting benefits. The form should be completely filled out and signed by the submitter's supervisor (authorizing the funds from that division).
2. Submitter brings the completed form to the Awards Administrator, Rm. 100, Federal Building, for processing.
3. Submitter chooses an award item from the merchandise in stock and is given a personal Thank You card.
4. Submitter presents the award and card to the recipient ASAP.
5. Recipient can exchange the award item **only once** and has one week to complete the exchange, if desired, and should contact the Recognition Store to arrange for pickup and delivery if transportation to the Federal Building is inconvenient.

SAFE BUCK PROGRAM:

A Safe Buck award may be granted by a management official to an RL/ORP employee or other Federal employee outside of RL/ORP who has demonstrated a high degree of safety awareness, i.e., proactively recognizes and resolves safety issues; goes the "extra mile" to support/promote safety initiatives; attends more than the required safety training; assists in safety related issues out of the workplace. Supervisors are issued Safe Buck Coupon books at the beginning of each fiscal year.

Nomination Process:

1. Authorized Manager/Supervisor presents the Safe Buck coupon to the recipient. The coupon must be filled out completely with pertinent background information attached to the coupon.
2. Recipient must redeem the coupon at the Recognition Store prior to the expiration date stamped on each coupon.
3. Recipient chooses an award item from the merchandise in stock. Exchanges are not allowed.

The Recognition and Awards Program consists of the following categories:

- Thank You Program
- Safe Buck Program
- Time Off
- Certificate of Appreciation
- On-the-Spot
- Suggestion Program
- Invention/Patent Program
- Airline Savings Program
- Length of Service Program
- Special Act or Service Award

THANK YOU PROGRAM:

An informal honorary award initiated by an RL or ORP employee which is granted to either an RL/ORP employee, group of employees, or other Federal employee(s) outside RL/ORP. Recognition is for a specific contribution related to official employment. The Recognition form can be initiated by an RL or ORP employee and approved by the submitter's authorized supervisor. Completed forms are brought to the Recognition Store, where the submitter will choose an appropriate award item. A selection of award items are available in the Recognition Store located in the Federal Building, Rm. 100, between the hours of 7:30-4:00 p.m.

The recipient's action must meet specific criteria to receive a Thank You. Two categories are established to identify these actions. If an employee's ACTION affects their TEAM, DIVISION, and/or ANOTHER EMPLOYEE, the recipient would receive a SILVER award. If the ACTION impacts the ASSISTANT MANAGER, RL/ORP AS A WHOLE, and/or HQ level, the recipient would receive a GOLD award.

SILVER AWARD EXAMPLE:

If an employee was on vacation for a week and another employee acted on his/her behalf during that absence, the acting employee could be nominated for a silver award (the action was one employee assisting another employee).

GOLD AWARD EXAMPLE:

If an employee had to pull together a report for an Assistant Manager to present to HQ personnel and that report required gathering information from each division within the Assistant Manager's organization, the employee could receive a GOLD award (the action would be retrieving information to present to HQ from each division).

TIME OFF:

A non-monetary award initiated by an RL or ORP employee which is granted to either an RL/ORP employee, group of employees, or other Federal employee(s) outside RL/ORP. The contribution recognizes a superior accomplishment or other effort that contributes to the quality, efficiency, or economy of Government operations. Awards may be granted for one hour up to 40 hours per contribution. Employees may receive up to 80 hours in a 52-week period and have 52 weeks from receipt of the award to take advantage of the time off.

An informal honorary award initiated by Recognition is for a specific contribution related to official employment.

Nomination Process:

1. Submitter completes a Time-Off Nomination Form, including a description of the contribution, date of achievement, and resultant benefits. The submitter will obtain the appropriate signatures and team leader or supervisory approval. If the recipient is not in the same division as the submitter's supervisor, the recipient's supervisor must also approve the Time Off award by signing the form appropriately.
2. Submitter sends or brings the form to the Awards Administrator, Rm. 100, Federal Building, Mail Stop A1-55.
3. HRM processes the nomination.
4. HRM notifies submitter via e-mail or telephone when the paperwork is ready to be picked up (a minimum of 48 hours notification is needed to fully process the paperwork).
5. Submitter picks up the award package, which contains a copy of the nomination form and a Time Off Certificate.
6. Submitter obtains the proper signature on the certificate.
7. Submitter arranges for presentation to the recipient.
8. Recipient's next Earnings, Leave and Benefits Statement will reflect the award and the expiration date.

Note:

- Team Leaders, that have been delegated authority to sign off on time-off awards, may approve up to one workday without further review or approval for their supervisor.
- Supervisors must approve time-off awards for more than one workday.
- Supervisors have the authority to initiate and approve time-off awards for up to 40 hours without further review or approval from the next level of management.

CERTIFICATION OF APPRECIATION:

A one-time nominal achievement by a contractor, RL/ORP employee, or other Federal employee outside RL/ORP may be recognized using the Certificate of Appreciation Program. An RL/ORP employee may request a certificate via e-mail to the Awards Administrator.

Nomination Process:

1. Submitter requests a certificate of appreciation via an e-mail message to the Awards Administrator. Included in the message should be the recipient's name, what the citation should say (please make the message brief, 35 words or less), and who the signing official will be (including their title).
2. HRM notifies submitter when the certificate has been completed and is ready to be picked up. A minimum of 48 hours is needed to process certificates.
3. Submitter picks up certificate from HRM.
4. If 10 or less certificates are requested, frames will be provided by HRM.
5. Submitter arranges for presentation of the certificate. (Because of the glass, framed certificates cannot be placed in plant mail.)

ON-THE-SPOT:

On-the-Spot awards are a monetary award initiated by an RL/ORP employee who benefits from a contribution made by an RL/ORP employee, group of RL/ORP employees, or other Federal employee(s) outside of RL/ORP. The award recognizes a significant accomplishment performed with exceptional and unexpected speed and quality under difficult or unusual circumstances. Awards are granted for amounts ranging from \$25 to \$300 per individual.

Nomination Process:

1. Submitter completes an On-The-Spot Nomination Form, including a comprehensive description of the contribution, resultant benefits, and date of achievement.
2. The submitter will obtain the appropriate signatures and supervisory approval. If the recipient is not in the same division as the submitter's supervisor, the recipient's supervisor must also approve the On-The-Spot Award by signing the form in the appropriate location.
3. Submitter sends or brings the completed form to the Awards Administrator, Rm. 100, Federal Building, Mail Stop A1-55, for processing.
4. HRM notifies submitter via e-mail or telephone that the paperwork is ready to be picked up (a minimum of 48 hours is needed to process an award).
5. Submitter picks up the award packet containing a copy of the nomination form and an On-The-Spot Certificate.
6. Submitter obtains the appropriate signature on the certificate.
7. Submitter arranges for presentation to the recipient.
8. Recipient's next Earnings, Leave and Benefits Statement will reflect the award dollars.

SUGGESTION PROGRAM:

RL/ORP employees may wish to utilize the Suggestion Program to submit, in writing, a constructive idea which, if adopted by management, directly contributes to the economy, efficiency, or increased effectiveness of Government operations or achieves a significant reduction in paperwork. The Suggestion Form must include identification of the existing problem and the proposed method for resolution. Subject matter experts assess the suggestion and provide recommendation for adoption or denial. If the suggestion is adopted, the submitter may be considered for an award. Any suggestion submitted by an employee will be responded to in writing within sixty (60) days. This response will include a decision as to whether or not the suggestion has been accepted in whole or in part as well as an explanation for any portion of the suggestion that cannot be accepted. When a suggestion cannot be decided upon within sixty (60) calendar days, the Employer will be permitted 60-day extensions as long as it provides to the employee a written explanation of why each one is necessary.

Nomination Process:

1. Employee completes an Employee Suggestion Form, providing comprehensive details of the existing problem and suggested solution.
2. Employee sends or brings the completed form to the Awards Administrator, Rm. 100, Federal Building, Mail Stop A1-55, for processing.
3. Employee is notified upon receipt of suggestion and kept apprised of the progress and disposition of the suggestion.

INVENTION/PATENT PROGRAM:

Employees who make an invention related to Government Employment may be eligible for recognition. Employees wishing to obtain a patent on an invention must contact the Office of Chief Counsel. The Office of Chief Counsel will conduct an analysis of the invention to determine novelty and value to the government and may submit a patent application to the U.S. Patent Office for approval. The Office of Chief Counsel will notify the inventor of the approval or disapproval by the U.S. Patent Office. If a patent is issued, the Office of Human Resources will also be notified, and the employee may be recognized utilizing the criteria defined in the Special Acts or Service Award Program section of this plan.

AIRLINE SAVINGS PROGRAM:

RL/ORP employees who travel are eligible to participate in the Airline Savings Program. RL/ORP employees who arrange to use frequent flyer benefits to obtain a "free" coach class airline ticket may receive an award for the savings realized by the Agency. Employees are eligible for an award when they use a free ticket or arrange for another RL employee to use their free ticket for official travel. The Financial Management Division administers this program. Employees wishing to participate should contact the Financial Management Division.

LENGTH OF SERVICE PROGRAM:

This program is generated from HRM. RL/ORP employees are recognized for years of service to the Federal Government. Employees receive a certificate from the Manager, Length of Service pin*, and an informal honorary award item from the Thank You or the Safe Buck program, depending on the number of years being honored.

5 or 10 years of service - Silver Award from Thank You Program*

15 or 20 years of service - Gold Award from Thank You Program*

25, 30, 35, 40, 45 years of service - Safe Buck Award

*5 and 15 year recipients do not receive a pin

SPECIAL ACT OR SERVICE AWARD:

A Special Act or Service Award is initiated by a management official who benefits from an employee contribution made by an RL/ORP employee, a group of RL/ORP employees, or other Federal employees outside RL/ORP. A Special Act or Service Award in the public interest in connection with or related to official employment is worthy of recognition. Special Act or Service Awards fall into three categories (Bronze, Silver, or Gold). Individuals receiving a group award can not exceed the maximum dollar threshold for the category being awarded.

	<u>Dollar Range</u>	<u>Approval Authority</u>
Bronze	\$301 - \$750	Division Director

Criteria for Bronze Award: The value to the organization is a contribution to a product, activity, program or service that improves the effectiveness, efficiency, quality, productivity, or service. The contribution must impact the team or division level.

Silver	\$751 - \$3,000	Direct Reports to the Deputy Managers or RL/ORP Manager
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Criteria for Silver Award: The value to the organization is a contribution to a product, activity, program or service that improves the effectiveness, efficiency, quality, productivity, or service. The contribution must have an impact at the Assistant Manager level, multiple divisions/offices, other DOE Operations/Field Offices, other Federal agencies, or the community.

Gold	\$3,001 - \$7,500	Deputy Managers or RL/ORP Manager
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Criteria for Gold Award: The value to the organization is a contribution to a product, activity, program or service that improves or defines a new standard of excellence for effectiveness, efficiency, quality, productivity, or service. The contribution must have an impact at the RL organization as a whole, ORP organization as a whole, and/or the HQ level.

Nomination Process:

1. Submitter (Management Official) completes the Nomination for Special Act or Service Form, including the level of recognition (Bronze, Silver, or Gold), and a comprehensive description of the contribution, date of achievement, and resulting benefits. The submitter must provide the wording for the citation which will be included on a certificate.
2. If the recipient is not in the same organization as the submitting management official, the recipient's supervisor must also concur on the Special Act or Service Award.
3. Submitter sends or brings the completed form to the Awards Administrator, Rm. 100, Federal Building, Mail Stop A1-55.
4. HRM notifies the submitter when the paperwork is ready to be picked up.
5. Submitter obtains the appropriate signature on the certificate.
6. Submitter arranges for presentation to the recipient.
7. The award amount will be on the recipient's next Earnings, Leave and Benefits Statement.

Employees also have the opportunity to be recognized for Presidential Recognition and Departmental Awards listed below. Recognition is initiated by a management official and requires approval from the Office of the Secretary of Energy for all items listed below with the exception of the “Exceptional Service Award” which is granted by the Head of a Departmental Element (i.e., Manager of RL or ORP).

- The President's Award for Distinguished Federal Civilian Service: for exceptional achievements or unusual benefit to the nation.
- The Presidential Management Improvement Award: for contributions that result in tangible benefits to the Government of \$250,000 or more.
- Presidential Letters of Commendation: for a suggestion, invention, or other superior accomplishment that is beyond job requirements and that result in tangible benefits to the Government of \$250,000 or more.
- The Secretary's Award: granted by the Secretary for outstanding leadership or other achievements deemed to merit the highest award granted by the Department.
- The Award for Valor: granted by the Secretary in recognition of acts of heroism or courage involving great personal risk.
- The Meritorious Service Award: granted by the Secretary for achievements that substantially contribute to the accomplishment of the mission or major programs of DOE.
- The Exceptional Service Award: granted by the Manager of RL or ORP for outstanding service or an established record of achievement, exemplary accomplishment of assigned responsibilities, unusual initiative in efficiency or improved management, outstanding executive or technical ability, or unusual devotion to duty.

Nomination Process:

1. Submitter (Management Official) completes the appropriate nomination form*, including a comprehensive description of the contribution and resulting benefits.
2. Submitter obtains supervisory approval from all higher level managers within the management chain of the organization where the nomination is initiated.
3. Submitter sends or brings the completed forms to the Awards Administrator, Rm. 100, Federal Building, Mail Stop A1-55, HRM.
4. HRM will submit the completed forms to DOE-HQ for processing.**

* Nomination forms differ based on the award being initiated. The submitter will contact HRM to obtain the correct form.

** The Exceptional Service Award will not be submitted to DOE-HQ as the Manager of RL or ORP have the authority to grant this award.

Request for Leave or Approved Absence

1. Name (Last, first, middle) _____ 2. Employee or Social Security Number _____

3. Organization _____

4. Type of Leave/Absence					
Check appropriate box(es) and enter date and time below)	Date		Time		Total Hours
	From	To	From	To	
<input type="checkbox"/> Accrued annual leave					
<input type="checkbox"/> Restored annual leave					
<input type="checkbox"/> Advance annual leave					
<input type="checkbox"/> Accrued sick leave					
<input type="checkbox"/> Advance sick leave					
Purpose: <input type="checkbox"/> Illness/injury/incapacitation of requesting employee <input type="checkbox"/> Medical/dental/optical examination of requesting employee <input type="checkbox"/> Care of family member, including medical/dental/optical examination of family member, or bereavement <input type="checkbox"/> Care of family member with a serious health condition <input type="checkbox"/> Other					
<input type="checkbox"/> Compensatory time off					
<input type="checkbox"/> Other paid absence <i>(specify in remarks)</i>					
<input type="checkbox"/> Leave without pay					

5. Family and Medical Leave

If annual leave, sick leave, or leave without pay will be used under the Family and Medical Leave Act of 1993 (FMLA), please provide the following information:

I hereby invoke my entitlement to family and medical leave for:

- Birth/Adoption/Foster care
- Serious health condition of spouse, son, daughter, or parent
- Serious health condition of self

Contact your supervisor and/or your personnel office to obtain additional information about your entitlements and responsibilities under the FMLA. Medical certification of a serious health condition may be required by your agency.

6. Remarks _____

7. Certification: I certify that the leave/absence requested above is for the purpose(s) indicated. I understand that I must comply with my employing agency's procedures for requesting leave/approved absence (and provide additional documentation, including medical certification, if required) and that falsification of information on this form may be grounds for disciplinary action, including removal.

7a. Employee signature _____

7b. Date signed _____

8a. Official action on request Approved Disapproved *(If disapproved, give reason. If annual leave, initiate action to reschedule.)*

8b. Reason for disapproval _____

8c. Signature _____

8d. Date signed _____

Privacy Act Statement
 Section 6311 of title 5, United States Code, authorizes collection of this information. The primary use of this information is by management and your payroll office to approve and record your use of leave. Additional disclosures of the information may be: To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; to a State unemployment compensation office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation for employment or security reasons; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of leave administration; or the General Services Administration in connection with its responsibilities for records management.

Public Law 104-134 (April 26, 1996) requires that any person doing business with the Federal Government furnish a social security number or tax identification number. This is an amendment to title 31, Section 7701. Furnishing the social security number, as well as other data, is voluntary, but failure to do so may delay or prevent action on the application. If your agency uses the information furnished on this form for purposes other than those indicated above, it may provide you with an additional statement reflecting those purposes.