



**Agreement Between
U. S. Department of State
Bureau of the Comptroller
and
Global Financial Services – Charleston**



**and
American Federation of Government Employees**

AFGE



April 2018

**U.S. Department of State
Bureau of the Comptroller
and
Global Financial Services – Charleston
American Federation of Government Employees
Local 1534 (AFL-CIO)**

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ARTICLE 1
PARTIES TO THE AGREEMENT AND RECOGNITION OF
UNIT

Section 1.

This Agreement is entered into between the Bureau of the Comptroller and Global Financial Services Charleston (CGFSC) hereafter referred to as "CGFSC", and the American Federation of Government Employees, AFL-CIO, Local 1534, hereinafter referred to as the "Union" or "AFGE Local 1534," and collectively referred to as the "Parties", under authority of Chapter 71 of Title 5 of the United States Code, hereinafter referred to as "5 usc."

Section 2.

The Unit covered by this Agreement consists of all permanent professional and non-professional General Schedule employees employed by the U.S. Department of State working for Comptroller Global Financial Services Charleston located in Charleston, South Carolina, excluding all management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7). Specifically:

(2) "a confidential employee;

(3) an employee engaged in personnel work in other than a purely clerical capacity;

(4) an employee engaged in administering the provisions of Title 5, Chapter 71, Labor-Management Relations;

(6) An employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or

(7) Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity."

Section 3.

Any foregoing definition of the unit does not prevent an employee from joining or continuing membership in AFGE Local 1534. However, such membership does not constitute a right to representation by AFGE Local 1534 under the provisions of this Agreement.

ARTICLE 2
DURATION AND RENEWAL OF AGREEMENT

Section 1.

The effective date of this Agreement shall be the date signed by both Parties, subject to the approval of the Secretary of State, or designee, or the 31st day after the date signed by the parties, whichever comes sooner. Subject to Section 2.b, it shall remain in effect three years from that date. Thereafter, the Agreement shall be renewed for additional one-year periods dating from the last termination date, unless between 105 and 60 calendar days prior to such anniversary date either party gives written notice to the other of its desire to amend, supplement or renegotiate the Agreement. The other party promptly upon receipt must acknowledge the notice. If such notice indicates intention to amend, supplement or renegotiate the Agreement, the Agreement shall remain in full force and effect until such changes have been negotiated and approved.

Section 2.

This Agreement shall be amended and/or supplemented as follows:

- a. The Parties will amend and supplement this Agreement as required to reflect changes mandated by law, Executive Order or Government-wide regulation;
- b. Changes not mandated as noted above may be proposed by either Party at any time, but will only be negotiated and implemented if both Parties mutually agree.

Section 3.

Amendments and Supplemental agreements shall become effective on the date signed by both Parties, subject to the approval of the Secretary of State, or designee. They shall remain effective concurrent with the broader Agreement.

ARTICLE 3
EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1. Intent of the Parties

It is the intent of CGFSC and AFGC Local 1534 that all employees be treated with fairness and dignity. It is also recognized that all employees shall treat each other with fairness and dignity.

Section 2. Statutory Rights

Title 5 USC, Chapter 71 provides that each employee has 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. Except as otherwise provided in Chapter 71 of Title 5 of the United States Code, such rights include the right to:

- a. Act for a labor organization in the capacity of a representative, and, in that capacity, to present the views of the labor organization to officials of the Department and other officials of the executive branch, the Congress or other appropriate authorities, and
- b. Engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees under the provisions of 5 USC 7102.

Section 3. Freedom of Action

No interference, restraint, coercion or discrimination will be practiced by the Department against an employee for exercising any of the rights guaranteed by Chapter 71 of Title 5 or encouraging or discouraging membership in a labor organization. Neither shall an employee be disciplined or otherwise discriminated against by the Department because he/she has participated in a grievance, appeal, unfair labor practice complaint, or any other such proceeding brought under the provisions of Chapter 71 of Title 5 of the US Code.

Section 4. Right to Representation

- a. An employee has the right to request a Union representative at all stages of a grievance, appeal or disciplinary action. An employee also has the right to request Union representation at any examination by a representative of the Department in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee makes such a request.
- b. Matters where an employee has a right to request Union representation include, but are not limited to:
 - (1) grievances filed under Article 20 of this Agreement;
 - (2) any meeting concerning proposed disciplinary, adverse, or performance-based actions including an employee's oral response to a proposal for disciplinary, adverse, or performance-based action, "last chance" agreements, and proceedings before the Merit Systems Protection Board;
 - (3) At the informal or formal stage after the filing of an EEO Complaint by the employee;
 - (4) filing a workers' compensation claim with the Department;

- (5) investigations conducted by the Bureau of Diplomatic Security where the employee reasonably believes that the investigation may lead to disciplinary or adverse action and the employee requests representation;
- (6) Any examination of an employee by the Employer or 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 representation. Employees shall be provided annual notification of this right, also known as the Weingarten right.
- (7) Department-initiated meetings following issuance of a Notice of Negative Determination denying a within-grade increase;
- (8) Following the issuance of a Performance-Improvement-Plan (PIP), Employer-initiated meetings to discuss performance during the PIP only if the Employer elects to have more than the immediate supervisor present at such a meeting and only if the employee requests such representation;
- (9) Reduction-in-Force appeals under Article 31 of this Agreement;
- (10) Office of Personnel Management or Department of State-conducted desk audits resulting from a classification appeal.

Section 5. Request for Union Representation

No action shall be taken against an employee because that employee requests representation. Once the employee requests a representative, the Department will not continue the examination or engage in any subsequent examination of the employee without providing the opportunity for the representative to be present. The Union will generally make a representative available within two (2) business days. If the Union representative for a particular situation is based out of Washington, D.C. and cannot make it within two (2) business days, they must within that timeframe make alternate arrangements such as attendance through tele or video conference, or advise when they can be present at CGFS no later than five (5) business days from the initial notification.

Section 6. Employee Rights in Security Interviews

- a. Weingarten rights must be honored in any non-criminal interview whether the interview is conducted by the Employer or by an agent of the Employer. It is the Employer's responsibility to periodically notify employees who conduct investigations on behalf of the Department's Bureau of Diplomatic Security of these rights. The individual conducting the interview shall not indicate to the subject of the interview that the employee does not need a representative or that the employee need not be concerned about the interview or its potential effects.
- b. When an examination is to be conducted by an official of the Department's Bureau of Diplomatic Security (DS), or by a Department or non-Department employee on behalf of DS, regarding a non-criminal security related matter, the employee who is subject of the investigation will normally be given 24 hour notice of any contemplated interview except when such advance notice may jeopardize the investigation.
- c. Under the Department's background investigation program, the Privacy Act of 1974 (5 U.S.C. 552a), requires that the investigator apprise and provide written notice of the Privacy Act to a subject under investigation. Specifically, the subject of the investigation

will be advised of the following:

- (1) The general purpose of the investigation and how appropriate State officials may use the information provided to evaluate his or her eligibility for access to classified information or suitability for employment, and
 - (2) The various uses which might be made of the information at some future time. Such use may include: referral to another agency to which the subject may subsequently apply for employment or referral to the Department of Justice should it become necessary to consider prosecuting a subject for making a false statement. There is no requirement for a signature on the Privacy Act Form. For employee misconduct investigations, an investigator may elect to provide the general nature of the investigation prior to conducting the interview. When the "Warning and Assurance to Employee Requested to Provide Information on a Voluntary Basis" (DS-7619) form and the "Warnings and Assurance to Employee Required to Provide Information" (DS-7618) form are used, the nature of the investigation will be listed.
- d. When an investigation is to be conducted by a law enforcement official other than a DS Special Agent, the investigator will be made aware of the above provision as it pertains to a non-criminal related matter. Weingarten rights must be honored in any non-criminal related interview whether by the Employer or by an agent of the Employer (see Section 5).

Section 7. Membership in AFGE

Each employee in the bargaining unit has the absolute right to join AFGE Local 1534 and to act in the Union's behalf. However, nothing in this Agreement will require an employee to become or to remain a member of AFGE Local 1534 or to pay dues or other monies to AFGE Local 1534 except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction pursuant to Article 10, Section 3 of this Agreement, or paying dues directly without payroll deduction.

Section 8. Matters of Personal Concern

This Agreement does not prevent any employee in the unit from bringing, on his/her own initiative, a grievance, complaint or any matter of personal concern to the attention of appropriate officials of the Department of State without fear of penalty or reprisal.

Section 9. Prohibited Personnel Practices

CGFS is committed to managing of its personnel systems free from prohibited personnel practices and consistent with merit system principles. Employees who believe the Department has violated these principles may file a formal complaint with the Office of Special Counsel. The following resources are available for consultation prior to filing a complaint: The Employee Consultation Services (ECS), EEO counselors, the appropriate Labor Relations Office, and Union officers and stewards.

Section 10. Attorney Representation

For matters raised under the Negotiated Grievance Procedure (Article 20), employees are entitled to representation by an attorney or other representative only when the representative has been designated in writing by the Agency's First Vice President of AFGE Local 1534, or designee, as

a Union representative. In other matters such as Merit Systems Protection Board (MSPB) or Equal Employment Opportunity Commission (EEOC) proceedings, employees may have the right to an attorney or other representative at their own expense, as provided by law or regulation.

Section 11. Use of Official Facilities and Right to Privacy

- a. Employees may use office equipment for personal use if it involves negligible additional expenses to the government-such as electricity, ink, small amounts of paper, and wear-and-tear. Supervisors should be consulted if there is any question over whether such use is in fact “negligible” or “small.”
- b. Employees are authorized to make limited personal local telephone/fax calls and calls charged to non-government accounts (e.g. personal telephone credit cards).
- c. All employees shall have access to an email and voice-mail account for official use and limited personal use.
- d. Employees shall be allowed Internet and Intranet access for official use and limited personal use.
- e. Use of the above equipment and services must not interfere with official business. Personal use should generally be restricted to personal time.
- f. Employees are not authorized to make use of Internet sites or telephone exchanges (e.g., "900" numbers) that will result in charges to the Government. It is the employee's responsibility to be aware whether an additional cost is involved. Employees are prohibited from accessing Internet sites that contain sexually explicit materials and other material that is inappropriate for the workplace, as well as other prohibitions as listed in 5 FAM 723. The Department expects employees to conduct themselves professionally in the workplace and to refrain from using Department resources for activities that may be offensive to co-workers or the public.
- g. The use of government equipment to generate personal income is prohibited.
- h. Employees have no expectation of privacy in the use of the Internet, email, or telephone and these services are subject to search if there exists reasonable suspicion that the contents may reveal evidence of illegal or inappropriate activity. The user of the service may witness a search conducted for cause by a third party, but not necessarily. The Department will make a reasonable effort to contact a Union representative to be present during the inspection. Such inspection should be done in such a manner as to minimize embarrassment to the employee. Where a search has been conducted for cause, and the user of the service or the Union was not a witness to the search, the subject employee will be notified immediately that a search for cause has occurred.

ARTICLE 4
UNION RIGHTS AND RESPONSIBILITIES

Section 1. Recognition and Representation

CGFSC recognizes AFGE Local 1534 as the exclusive representative of all employees in the bargaining unit and recognizes the Union's right to act for and negotiate agreements covering all employees in the unit. The Union will represent all employees in the unit without discrimination, and with-out regard to Union membership. If an employee selects AFGE Local 1534 to represent him/her, AFGE Local 1534 may at any time conclude that there is no merit in the employee's contentions and withdraw from the case.

Section 2. Formal Discussions

The Union will be given notice and the opportunity to be represented at formal discussions between one or more representatives of the Department and one or more employees in the unit, concerning any grievance or any personnel policy or practice or other general conditions of employment, except as specified in Article 3, Section 8, "Matters of Personal concern." Before initiating a formal discussion, the manager will notify the appropriate Union representative. If the Union representative cannot be reached, the manager will notify the Union's State First Vice President, or designee.

Section 3. Union Rights

In addition, the Union shall be afforded notice and the opportunity to be represented in:

- a. "Last-chance" agreements as stated in Section 4 of this Article;
- b. Office of Personnel Management conducted desk audits resulting from a classification appeal;
and
- c. Interviews conducted as part of contracting-out studies under Article 28 of this Agreement.

Section 4. Last-Chance Agreements

- a. Implementation of "last chance" agreements shall be for just cause and will not be arbitrary, capricious, an abuse of management discretion based on disparate treatment, or in violation of fundamental fairness or public policy.
- b. Duration of the probationary period contained in "last chance" agreements will generally not exceed two years. However, a lesser or greater amount may be negotiated.
- c. Where an employee has elected to have a Union Representative, the Union will be given notice and the opportunity to be present in discussions with that bargaining unit employee pertaining to "last chance" agreements. The Union State First Vice President or a Union Representative designated by the State Vice President to conduct discussions of a "last chance" agreement, shall be the only Union officials authorized to sign a "last chance" agreement.
- d. Where an employee has elected not to have a Union representative during this process, the Union as an institution will be given a sanitized copy of the executed "last chance" agreement.

- e. "Last chance" agreements shall not in any way modify this Agreement, except that a "last chance" agreement may contain a specific waiver of a specific provision of this agreement which otherwise provides an appeal or grievance right regarding the employee who has entered into the "last chance" agreement.

Section 5. Changes in Bargaining Unit Status

When the Labor Relations Office (DGHR/IPC/LM), and/or CGFSC Executive Office, Administrative Operations Office/ Human Resources Branch (EX/ADO/HR) decide to change the bargaining unit status of a position, the Union will be notified of the change prior to implementation. The Department will discuss the proposed change with the Union prior to implementation.

ARTICLE 5
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Laws and Regulations

In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in 5 CFR and 5 USC; by published Department policies and regulations in existence at the time the Agreement was approved; and by subsequently published Department policies and regulations required by law or by the regulations of appropriate authorities.

Section 2. Administrative Authority

Management officials of the Department of State retain the rights, as set forth in 5 USC 7106, including the right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- b. In accordance with applicable laws:
 - (1) To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointment from:
 - (a) Among properly ranked and certified candidates for promotion; or
 - (b) Any other appropriate source; and
 - (4) To take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 3. Regulatory Authority

In exercising its right to make reasonable rules and regulations relating to personnel policies, practices and procedures, and matters of general working conditions, the Department of State will give due regard to its obligation to meet and confer in good faith with AFGE Local 1534. However, nothing in this Section and/or Section 7106 (a) of 5 USC shall preclude the Department and the Union from negotiating pursuant to 7106 (b), (1) at the election of the Agency, the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work; (2) procedures which management officials of the Department will observe in exercising any authority under this Section; or (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

Section 4. Authority of this Agreement

To the extent that the provisions of Foreign Affairs Manual (FAM) are in conflict with this Agreement, the provisions of the contract prevail for this bargaining unit.

ARTICLE 6
CONDUCT OF LABOR-MANAGEMENT RELATIONS

Section 1. General

The Parties to this Agreement have the responsibility to conduct negotiations and other dealings in good faith and in such manner as will further the public interest.

Section 2. Notice to the Union

- a. The parties agree that the Union shall be given the opportunity to negotiate, as appropriate, with respect to proposed changes in conditions of employment; personnel policies, practices and matters, whether established by rule, regulation or otherwise, affecting working conditions. CGFSC shall provide the Union with written notice of any proposed changes affecting CGFSC bargaining unit employees in this regard. Notification will be provided to the appointed local Union Lead Steward. In the absence of the local Union Lead Steward, CGFSC will notify AFGE at the Department of State through the Chief Labor-Management Negotiator (DGHR/PC/LM). If a change in conditions of employment is a result of new Department policy, law or government-wide regulation, the Department will be responsible for notifying the AFGE Local 1534 State Vice President.
- b. Once CGFSC notifies the local Union of a change in local conditions of employment, AFGE may, within 10 working days, request negotiations concerning the proposed changes. If a request to negotiate is not submitted within this time frame, it shall be deemed to constitute acceptance of the proposed changes by AFGE. (This provision will not affect already negotiated agreements that have a fixed duration.)
- c. If AFGE requests clarification of any proposed changes, CGFSC shall address the request in a timely manner, normally within five working days. AFGE shall have 10 working days from receipt of clarification to respond to the CGFSC proposal.
- d. If AFGE requests to negotiate the changes, CGFSC is precluded from implementing its proposed action unless such action may be necessary to carry out the Department's mission during emergencies or extraordinary circumstances. Notwithstanding management's right to take action during emergencies without prior consultation and negotiation under this provision, AFGE may file an implementation dispute or grievance on behalf of the employee(s) concerning CGFSC's action and its effect on employees, or CGFSC's breach of a bargaining agreement, law, or regulation.
- e. If AFGE does request to negotiate, proposals must be submitted to CGFSC management within five working days of the request to negotiate. If a meeting with the affected employees is requested by AFGE, CGFSC will work expeditiously to arrange such a meeting and the time from the meeting request to the meeting date will not be counted against the five working days to submit to CGFSC. CGFSC will have 10 working days to respond to the submitted proposals.
- f. If the parties do not agree as to the obligation to negotiate and the services of the Federal Labor Relations Authority (FLRA) are invoked, Management is precluded from implementing its proposed action until the FLRA resolves the negotiability issue, unless such action is necessary for the effective operation of the Department or CGFSC, or may be necessary to carry out the Department's or CGFSC's mission during emergencies or extraordinary circumstances.

- g. When good faith negotiations do not result in agreement, either Party may request the Federal Service Impasses Panel (FSIP) to consider the impasse or they may seek mediation of the matter. While the impasse is before the FSIP or a mediator, the Department may not implement the proposed change except to the extent mutually agreed to or to carry out the Department's mission during emergencies or extraordinary circumstances.

Section 3. Union's Proposal

- a. The Union shall transmit to CGFSC any proposed changes in personnel policies, practices, or matters, whether established by regulation or otherwise affecting working conditions of employees in the bargaining unit. CGFSC shall respond to such proposals within 10 working days from receipt of the proposal.
- b. If CGFSC requests clarification of any proposed changes, AFGE Local 1534 shall address the request in a timely manner. CGFSC shall have 10 working days from receipt of clarification to respond to the Union's proposal.

Section 4. Extension of Time

Nothing herein shall preclude the parties, by mutual consent, from extending any time limits imposed under this Article.

ARTICLE 7
UNION-MANAGEMENT COOPERATION

Section 1. General

- a. The Parties agree that semi-annual meetings as necessary to discuss Labor-Management concerns, issues, and solutions is productive to the effective operations of CGFSC. To that end, CGFSC management and the Union agree to meet semi-annually, if necessary, to mutually explore matters concerning the labor-management relationship. If the parties mutually agree that a meeting is not required, the meeting will be postponed until the next semi-annual appointment date. CGFSC will arrange for the meeting in Charleston. Both parties shall provide an agenda of subjects to be discussed and that agenda will be determined by mutual agreement before the meeting is to occur. The agenda items should not normally be subjects of individual grievances but should pertain to mutual concerns of the parties. The length of the meeting will be determined based on the issues agreed to be discussed but not to exceed one (1) day in duration. Other concerns can be shared between the parties by email, phone call, memorandum or letter.

- b. The meeting will include the AFGE State First Vice President and the two local Union stewards. The Comptroller will determine management meeting participants and will share that information with the Union prior to the commencement of the meeting. Neither party will be allowed more than four (4) representatives at these meetings unless otherwise mutually agreed to by the parties (e.g., subject matter expert required). Expenses for travel and per diem will not be provided to the AFGE State First Vice President.

ARTICLE 8
UNION REPRESENTATION AND OFFICIAL TIME

Section 1. General

CGFSC and AFGE Local 1534 recognize that the development of orderly and constructive labor-management relations necessitates the use of official time by AFGE Local 1534 representatives. Bargaining unit employees who are certified by the Union in accordance with this Article shall be recognized as employee representatives for bargaining unit employees and shall be entitled to the use of official time under the provisions of this Article. No other person shall be entitled to such use of official time. There will be no travel time, travel expenses or per diem for Union designated representatives except as expressly stated in the Agreement. Official time under this Article shall include all representational functions including statutory functions.

Section 2. Certification of Union Representatives

The Union shall certify to the appropriate Management official (CGFS/EX/ADO/HR) in writing the name, title, duty location, and phone number of the Union's representatives. A representative may not receive additional official time for more than one simultaneously held position as provided under this Article.

Section 3. Representatives and Amount of Official Time

- a. AFGE Local 1534 recognizes its responsibility to insure that its representatives do not unduly absent themselves from their assigned work on official time. Representatives will make every effort to perform their Union duties in a proper and expeditious manner.
- b. There shall be one (1) Union Lead Steward and one (1) Steward assigned by AFGE Local 1534 from the CGFSC bargaining unit. The Union Lead Steward will be entitled up to 16 hours of official time per pay period and the Steward will be entitled up to eight (8) hours of official time per pay period to perform representational or contract administration related functions.
- c. Official time is accumulated biweekly (pay period) and there is no carryover of unused time.
- d. Reasonable time for representational and contract administration functions must necessarily depend on the facts and circumstances of each case. Any official time must be requested directly from the immediate supervisor with enough general information for the supervisor to make a reasoned determination on availability. Any additional time beyond that normally allotted for the pay period must be submitted through the AFGE State Vice President to the Chief Labor-Management Negotiator, DGHR/PC/LM, for approval.
- e. CGFSC local Union stewards will also be granted additional official time to attend Employer initiated formal discussions over changes in conditions of employment.
- f. Official time will not be provided for internal Union business, which includes solicitation of members and collection of dues. Union stewards may negotiate the use of blocks of time with their immediate supervisor where appropriate and possible. A steward should not devote all their allotted hours to blocks of time. The Comptroller or his/her designee must concur with any use of blocks of official time.

Section 4. Procedures for Official Time

- a. When it is necessary for a representative to use official time or to leave his/her work area to perform representational functions, the employee shall advise the immediate supervisor or designee of the intent to use official time and for what period.
- b. The supervisor will inform the steward if the official time cannot be used at the requested time due to workload or it is determined official time is not appropriate. The Union representative must be prepared to provide enough general information to the supervisor as to why the official time is necessary and how much time is being requested. It is understood that, when required by the needs of the service, work assignments may preempt such scheduled time. When that is the case, the Union representative will be advised of when they will be able to use the official time requested.
- c. Upon conclusion of the representational activity, the Union representative will inform his/her supervisor, or designee, as soon as possible that the activity has been completed.
- d. All official time will be recorded as appropriate for time and attendance records. All official time will be recorded as "other excused absence {XA}" in the Department's time and attendance system. Remarks should indicate Union official time.
- e. Bargaining unit members may be approved for official time when conferring with the Union representative over a concern in working conditions, preparation of a grievance or obtaining an interpretation of a contract provision. The employee must obtain approval of the use of time prior to any such meeting with a Union official directly from the immediate supervisor or designee. If due to workload consideration the time cannot be approved for that particular time requested, the employee will be advised when they will be approved for official time. Normally, official time for an employee to meet with a Union representative will not exceed one hour. If the employee needs more time, he/she shall justify to the supervisor as to why more time is needed. Supervisors may approve, disapprove, or provide the official time in separate increments depending on their assessment of the situation.
- f. Where a supervisor reasonably believes a union representative is not following these procedures or is exceeding the time allowed, after consultation with CGFS/EX/ADO/HR, the Labor Relations Office (DGHR/PC/LM), and the Union State First Vice President, the following steps will be implemented:
 - (1) The CGFSC local Union representative who is entitled to official time under this Article shall record and specifically annotate the use of all representational time in a weekly email submission to the immediate supervisor.
 - (2) Once initiated by the representative, the supervisor or his/her designee shall keep these reports. Each use of time shall be posted on the day it occurs.
 - (3) After six (6) months, the Comptroller or designee will determine whether continued documentation of official time is necessary.
- g. The parties recognize that the duty of fair representation may require that a particular representative be present at several proceedings involving a particular employee. In order to provide representation that is both efficient and fair, the parties agree to observe the following procedure:

(1) Where the representative assigned to a particular employee has exhausted his or her allotment of official time and the Department requires the employee's presence in a proceeding in which the employee is entitled to representation, the Department may request that the Union assign a different representative. The Union will make a reasonable effort to comply with such requests. If no request is made, or if the duty of fair representation prevents the Union from assigning a different representative, the Department will either:

(a) Grant additional time to the representative for that proceeding; or

(b) Reschedule the proceeding when the representative can attend on official time.

h. In negotiating proposed changes in conditions of employment, the AFGE Local 1534 First Vice President may designate other bargaining unit members as representatives in those negotiations. The number of Union negotiators cannot exceed the number of management negotiators in any negotiation session.

Section 5. Performance Appraisals

Serving as a Union Representative shall not place those representatives at an advantage or disadvantage in appraising performance or in consideration for promotion.

Section 6. Training of Representatives

Official time may be granted to certified representatives to attend Union-sponsored training when it can be demonstrated by AFGE Local 1534 that the training, such as grievance handling, EEO law and procedures, position classification procedures, and safety and health, is of mutual benefit to the Union and the Department. Official time for training for solely internal Union business will not be granted. The amount of time will only be for the time in class that the appropriate instruction is occurring, and will not be charged against previously authorized representational official time. Written requests for training time, including an agenda describing the training to be conducted, must be received by CGFS/EX/ADO/HR at least 10 working days prior to the date training is scheduled to commence. CGFS/EX/ADO/HR will respond to the training request within five (5) working days.

ARTICLE 9
USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Space

- a. CGFSC acknowledges that it is desirable for the local Union stewards to have access to space which is private to conduct meetings with employees and conduct other required representational duties. AFGE may request the use of such space through the Office Manager associated with CGFS/EX/ADO or when not available, through an HR Specialist in CGFS/EX/ADO. The Union steward(s) will be able to access any available conference room or similar type room through CGFS/EX/ADO. The Employer will reserve such space where available and when it is not available, advise the Union representative when such space is available. This space will only be assigned temporarily. The Union understands that CGFSC may need to temporarily preempt for its own use the use of such space but will provide the Union adequate notice and alternative arrangements when possible. The Union agrees to exercise reasonable care in using such space and will leave it clean and orderly when vacated.
- b. On a space available basis, CGFSC will make space available for Union meetings with bargaining unit employees while in non-duty status. Requests for use of such space must be initiated in advance. Normally at least three (3) working days notice will be provided so that availability of space can be determined.
- c. CGFSC will provide the Union a bar-locked file cabinet for the storage of all Union related materials. Such a cabinet will be placed in a location easily accessible by the two local Union representatives. Only the two (2) local Union representatives will have access to the cabinet.
- d. When the Union State First Vice President or other AFGE Local 1534 representative visits from Washington, D.C. he/she will provide at least three (3) business days notice to CGFS/EX/ADO unless there is an emergency or immediate representational responsibility, in which case notice will be provided as soon as possible. CGFS/EX/ADO will attempt to secure temporary workspace, usually an office or similar private space, for the duration of the VP or other DC AFGE representative's visit. Where such space cannot be secured, the VP or other representative will be advised prior to travel to CGFS when space can be made available.
- e. CGFS will agree to negotiate with local AFGE stewards in Charleston the permanent use of office space should the need for such space become apparent and such space is available.

Section 2. Telephones

AFGE 1534 may use Department of State telephones in conducting its representational business for authorized/legitimate labor-management purposes. This provision includes use of the Department of State telephone but does not include commercial toll calls. The Union is responsible for any long distance calls.

Section 3. Telecopier (Fax) Machines

AFGE Local 1534 representatives may use Department fax machines only for representational purposes and only where such use does not impede efficient operations of fax machines and results in substantial time savings (e.g., for communication between Department complexes or with the AFGE State First Vice President).

Section 4. Reproduction Facilities

AFGE Local 1534 may use specified reproduction facilities, but AFGE Local 1534 will furnish all supplies and materials used in such reproduction.

Section 5. Mail

AFGE Local 1534 may transmit routine correspondence between AFGE Local 1534 and individual CGFSC bargaining unit employees through normal internal distribution facilities.

Section 6. Bulletin Boards

CGFSC will provide reasonable space on existing CGFSC bulletin boards for the posting of Union notices, announcements, bulletins and other appropriate materials, subject to federal laws and regulations. Such posting of any of the materials by AFGE Local 1534 representatives who are employees of the Department shall be done only during off-duty hours. The Union agrees that material placed on the bulletin board will be related to Union business only. Management may bring to the Union's attention any material it deems inappropriate.

Section 7. Electronic Mail Systems

- a. AFGE Local 1534 may use the unclassified electronic mail system for routine representational and/or contract functions such as scheduling meetings, minutes of meetings, obtaining employee input on issues affecting the bargaining unit, and communications among union members and with management officials. Such e-mail usage shall not impede the normal and efficient operation of the Department's network and computer systems.
- b. The e-mail system shall not be used for internal union business, such as elections and membership solicitation efforts.
- c. CGFS/EX/ADO will be copied on all email communication from AFGE requesting a meeting with management.

Section 8. Audix Messages

The Department will allow use of the Audix message service for broadcasting union-related information and/or activities. The Union will obtain approval for use and content of message from CGFS/EX/ADO prior to broadcast of the message.

ARTICLE 10
DUES WITHHOLDING

Section 1. General

The Department agrees that payroll deductions for the payment of AFGE Local 1534 dues will be made from the pay of employees covered by this Agreement who voluntarily request such deduction, and who are members in good standing of AFGE Local 1534. In implementing the dues deduction program, CGFSC and AFGE Local 1534 will be governed by the provisions of this Article.

Section 2. Supply of Forms

AFGE Local 1534 will be responsible for the distribution of Standard Form 1187 prescribed by the Comptroller General for the use by an eligible member of AFGE Local 1534 who wishes to authorize the deduction of his/her dues. Standard Form 1188 will be available through AFGE Local 1534 or in the appropriate Executive Office for employees who wish to revoke the allotment.

Section 3. Requesting Dues Withholding

Standard Form 1187 may be completed at any time by a member in good standing of AFGE 1534 certified by the State First Vice-President, or Treasurer of AFGE Local 1534, and forwarded to the Office of Labor-Management (DGHR/PC/LM) for concurrence. DGHR/PC/LM will in turn forward the approved dues allotment form to American Payroll and Pension Operations Payroll (CGFS/APPO) for processing. Dues will be withheld beginning with the first complete pay period following receipt of Standard Form 1187 CGFS/APPO.

Section 4. Dues Schedule

AFGE Local 1534 certifies that the dues schedule applicable to its members will be provided to each member prior to membership enrollment. His/her schedule may be changed pursuant to Section 9 below. The Department will apply the appropriate dues schedule to AFGE Local 1534 members who authorize deduction of dues.

Section 5. AFGE Local 1534 Members Not In Good Standing

AFGE Local 1534 will notify DGHR/PC/LM in writing when a member ceases to be a member in good standing. DGHR/PC/LM will subsequently notify CGFS/APPO to cease dues deduction for that employee.

Section 6. Dues Withholding Fees and Accounts

DOS will remit each biweekly pay period to the AFGE National Office a check payable to "The American Federation of Government Employees" the net amount of dues withheld. The remittance check will be accompanied by a listing of names and amounts withheld.

Section 7. Change in Amount of Dues

When the amount of regular dues changes, AFGE Local 1534 will notify DGHR/PC/LM, at least three pay periods prior to the requested effective date, who will approve and forward to CGFS/APPO.

Section 8. Revocation of Dues Withholding

Employees may not revoke their allotments for a period of one (1) year. After such time, employees may revoke any such assignment by submitting the SF-1188 directly to AFGE Local 1534 for transmittal to CGFS/APPO. Pursuant to such request, dues withholding allotments will be terminated not later than two pay periods following each yearly anniversary of the allotment, provided the SF-1188 is received in CGFS/APPO prior to that anniversary date.

Section 9. Automatic Termination of Dues Withholding

All allotments of AFGE Local 1534 dues withholding will be automatically terminated in the event of loss of exclusive recognition.

ARTICLE 11
ORIENTATION OF NEW EMPLOYEES AND DISTRIBUTION OF
NEGOTIATED AGREEMENT

Section 1. Copies of Agreement

- a. The Department shall provide each employee currently in the bargaining unit with a copy of this Agreement and the Union with sufficient copies to meet its other needs. Supervisors shall also be provided copies of this Agreement. Employees and Supervisors will be made aware that this Agreement is available on both the Department's IntraNet website and CGFSC website.
- b. When CGFSC conducts an orientation for new employees, AFGE will be given 15 minutes to introduce themselves to the new employees and discuss with them the role of AFGE at CGFSC.

ARTICLE 12
EMPLOYEE ASSISTANCE PROGRAM

Section 1. General

The Department continues to promote an Employee Assistance Program (EAP) for individuals suffering from alcoholism, drug abuse, and other work-related and personal concerns that may affect job performance and to make employees and supervisors aware of the program. The goals of this assistance program are (a) to identify those employees who have real or potential problems which adversely affect satisfactory performance of their duties; and (b) to motivate troubled employees toward work improvement through assistance provided by consultation and rehabilitation services.

Section 2. CGFSC-Union Understanding

CGFSC and AFGE Local 1534 agree to encourage employees to seek the assistance of EAP when necessary and appropriate. The parties understand that they cannot direct an employee to seek such assistance but can suggest it to employees who may have work-related and personal concerns that are impacting the ability to perform their assigned duties. The parties recognize that the program is designed to deal forthrightly with the problem at an early stage when the situation is more likely to be correctable.

Section 3. Confidentiality

Any employee who utilizes EAP to address such concerns as substance abuse, marital situation, interpersonal relationships, depression, children's school difficulties, or financial difficulties will receive strictly confidential help through this comprehensive service.

Section 4. Use of Sick Leave Under EAP

Employees undergoing a prescribed program of treatments will be granted sick leave on the same basis as any other illness when absence from work is necessary.

Section 5. Union Notification of EAP Training

The Union will be informed of Department-sponsored seminars, workshops, conferences or training sessions in this regard that occur in Charleston.

Section 6. Publicity

CGFSC will inform employees of the program and its services by official releases and publications to be posted on bulletin boards.

ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Policy

- a. CGFSC and the Union are committed to the policy of providing Equal Employment Opportunities (EEO) to all employees and to prohibit discrimination because of race, color, national origin, religion, sex (including sexual harassment and pregnancy), age, disability (physical or mental), protected genetic information, sexual orientation, marital status, gender identity and/or status as a parent. It is understood that the EEO complaint procedure (29 CFR 1614) is not available to individuals claiming discrimination on the basis of political affiliation.
- b. CGFSC employees may find information on the role of the EEO counselor and how to be assigned an EEO counselor on the S/OCR website under the Frequently Asked Questions link. The Department will have a positive, continuing and results-oriented EEO program in accordance with the requirements of applicable statutes, government-wide regulations, and other controlling authorities, including, but not limited to, 29 CFR 1614 (discrimination complaints) and the current EEO Management Directive.

Section 2. Meetings with S/OCR

Upon request through the Labor Relations Office (M/DGHR/PC/LM), the Office of Civil Rights will meet with local AFGE stewards to discuss general EEO matters related to personnel policies, practices and general conditions of employment at GFSC. S/OCR will pass on those issues to CGFS/ADO/HR if S/OCR determines it is appropriate to do so.

Section 3. EEO Counselors

- a. Assigned EEO counselors shall meet the criteria and perform the functions prescribed by the Employer's Equal Opportunity Programs. Their duty is to attempt to informally resolve allegations of unlawful discrimination, explain to the complaining individual his/her rights and responsibilities in the EEO process, and if resolution is not obtained, to complete the EEO Counseling process and submit the necessary paperwork consistent with S/OCR's requirements.
- b. Management will solicit employee nominations for EEO counselors. S/OCR will appoint the EEO counselors after considering nominees submitted in accordance with S/OCR and EEOC policy.
- c. Employees may request EEO counselors of their choosing.
- d. EEO counselors must complete initial mandatory training and annual mandatory training through FSI in accordance with S/OCR regulations and policy.

Section 4. Publicity

CGFSC will advise employees of where to obtain information describing the Employer's Affirmative Employment Plan, the EEO complaint procedure, and the sexual orientation discrimination complaint procedure (3 FAH-1 H-1520). The names and telephone numbers of EEO counselors assigned to duty in Charleston will be posted on bulletin boards and kept current.

Section 5. Employee Rights

Any employee who wishes to file or has filed a complaint shall be free from coercion, interference, and reprisal. Any employee who seeks to file a complaint shall have the right to select a representative of his/her choosing, who may be a Union representative acting as a personal representative subject to the terms and conditions afforded representatives under applicable EEOC regulations and guidelines.

Section 6. Employee Recognition

CGFSC will endeavor to recognize employees who make an outstanding contribution to the advancement of the EEO program. This recognition may include an oral commendation, an appropriate letter, an honorary award, or a cash award.

ARTICLE 14
MERIT PROMOTION AND STAFFING

Section 1. Authority and Applicability

- a. Department promotions are effected under the authority contained in Title 5, CFR Part 335.
- b. The provisions of this Article apply only to CGFSC bargaining unit positions.
- c. Nothing in this Article prevents an employee in this bargaining unit from applying and being selected for positions outside the unit. The Merit Promotion and Placement Program is governed by 3 FAM 2310.

Section 2. Policy

CGFSC is committed to the Department's policy of providing an open and equitable system that assures filling positions with the best qualified individuals available, and assures candidates that positions are filled according to merit factors, and Equal Employment Opportunity objectives. All standards used and judgments made in identification, evaluation, qualification or selection of candidates will be in compliance with 5 USC 2302.

Section 3. Position Coverage

The Merit Promotion Plan applies to all competitive positions in the general schedule, GS-1 through GS-15 or the wage grade equivalent. Excepted service positions may also be filled through the use of the Merit Promotion Plan at the discretion of the agency.

Section 4. Noncompetitive Actions

Competitive procedures do not apply to the following types of actions:

- a. A temporary promotion, or detail to a higher graded position or to a position with known promotion potential of 120 days or less.
- b. Assignment of an employee to a grade level previously held in the competitive service upon the exercise of reemployment rights.
- c. Promotion of an incumbent to a position that is upgraded, without significant change in duties and responsibilities, due to the issuance of a new OPM classification standard or to the correction of an initial classification error as determined by the appropriate HR office.
- d. Promotion of an incumbent when the addition of duties and responsibilities to a position results in a reclassification of the position to a higher-grade level (commonly referred to as "accretion of duties").
- e. Promotion of an employee who did not receive proper consideration in a competitive promotion action.
- f. A position change permitted by reduction-in-force procedures in 5 CFR, Part 351.

- g. A promotion without current competition of an employee who was appointed in the competitive service from a civil service register, by direct hire, by non-competitive appointment or non-competitive conversion, or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled commonly referred to as career ladder positions (the intent must be made a matter of record and career ladders must be documented in the promotion plan).
- h. Promotion to a grade previously held on a permanent basis in the competitive service from which an employee was separated or demoted for other than performance or conduct reasons.
- i. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service and did not lose because of performance or conduct reasons.
- j. Promotion of an employee upon exercise of reemployment rights after military service when the employee's record shows selection for promotion in absentia or where the employee's former position was reclassified during the period of absence.
- k. Promotion of an employee pursuant to a decision in or settlement of a Merit Systems Protection Board (MSPB) case, an EEO case or a grievance.

Section 5. Competitive Actions

Types of actions subject to competitive procedures:

- a. Time-limited promotions for more than 120 days to higher graded positions (prior service during the proceeding twelve (12) months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total).
- b. Details for more than 120 days to a higher-grade position or to a position with higher promotion potential.
- c. Selection for training, which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for promotion as specified in 5 CFR 410.302.
- d. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations).
- e. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.
- f. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

Section 6. Temporary Promotions

- a. A temporary promotion may be utilized in a situation when the temporary service of an employee is required in a position classified at a higher grade. It may be used, for example, when an

employee has to perform the duties of a position during the extended absence of the incumbent, to fill a position which has become vacant until a permanent appointment is made, to satisfy temporary workload increase, or to participate in a special short term project.

- b. A temporary promotion is not appropriate primarily for training or evaluating an employee in a higher-graded position. In addition, a temporary promotion may not be used as a trial period for the purpose of determining a permanent promotion.
- c. Unless an employee previously served permanently in a position with equal or greater promotion potential or competed for the higher level position, competitive promotion procedures must be used when a temporary promotion will exceed 120 calendar days.
- d. A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known on the vacancy announcement.
- e. Temporary promotions are to be made for a specified period and may be extended in one year increments up to but not exceeding a total of five (5) years (5 CFR 335.102f), provided the temporary promotion was originally made under competitive procedures and the fact that it may be extended was conveyed in the vacancy announcement.

Section 7. Details and Reassignments

- a. Details:
 - (1) A detail to an established position at the same or lower grade level may be made without competition.
 - (2) A detail to an established position at a higher grade, or to one with greater promotion potential, may be made for up to 120 days without competition. Extensions beyond 120 days and temporary promotions of more than 120 days must be made through competition under the Merit Promotion Program.
 - (3) Civil Service employees selected for overseas Foreign Service positions through the Hard-to-Fill Program will be placed on Limited Non-Career FS appointments equivalent to their current Civil Service grade and be offered reemployment to a Civil Service position equivalent to the grade of the position the employee left within CGFSC prior to filling the Hard-to-Fill vacancy. Position offered upon returning from the Hard-to-Fill vacancy will be to a similar or like position vacated by the employee. The employee is required to fully meet OPM eligibility qualifications before being placed in any position.
 - (4) A detail to unclassified duties may be made without competition but must be made in 120 day increments. A statement of duties must be prepared by CGFS/EX/ADO/HR and received by HR/SSP prior to the detail. (3 FAM 2412.3).
 - (5) Except for a brief period, an employee should not be detailed to perform work of a higher level unless there are compelling reasons for doing so. An employee will be given a temporary promotion instead of being detailed if the assignment to higher level work is for more than thirty (30) consecutive calendar days and the employee meets the qualification requirements for the position.

- (6) All requests for details must be requested through CGFS/EX/ADO/HR who will affect the detail through HR/SSP/S.

b. Reassignments:

- (1) The change of an employee from one position to another without promotion or change to lower grade. Reassignment includes movement to a position in a new occupational series, or to another position in the same series; assignment to a position that has been redescribed due to the introduction of a new or revised classification or job grading standard; assignment to a position that has been redescribed as a result of a position review; and movement to a different position at the same grade but with a change in salary that is the result of different local prevailing wage rates or a different locality payment.
- (2) Reassignments to positions with no greater promotion potential than that currently occupied need not be advertised through merit promotion procedures. However, employees eligible for priority selection under the CTAP program will be advised of vacant positions in accordance with 5 CFR 330.
- (3) Lateral transferees from other agencies may be appointed in accordance with the Merit Promotion and Placement Program if OPM public notice requirements have been met and ICTAP provisions have been met.

Section 8. Career Ladder Positions

- a. Employees serving in career ladder positions are entitled to performance discussions at least once during the fifty-two (52) week eligibility period from the date of the last promotion or date of appointment into the position. Supervisors are encouraged to have multiple performance discussions with employees in career ladder positions and supervisors are responsible for assigning to each employee in a career ladder position developmental work or projects of sufficient complexity and responsibility to allow the employee to demonstrate whether the employee is capable of performing satisfactorily at the next higher level in the career ladder. Employees serving in career ladder positions will be provided copies of all grade levels of the Position Descriptions for the position in the career ladder for which the employee has been selected to perform. Supervisors shall review the Position Descriptions with the employee to provide the employee with a full understanding of what is needed to demonstrate potential to serve successfully at the next higher grade level.
- b. Employees not demonstrating this potential will be so advised during performance counseling sessions. Such notification should be provided as soon as possible once the supervisor has noted performance deficiencies that could result in a career ladder promotion being denied. An employee not demonstrating this potential will be notified ninety (90) days in advance of the eligibility date for promotion. The employee must be given the opportunity to improve the performance and demonstrate the potential to serve at the next higher grade level.
- c. Supervisors will notify CGFS/EX/ADO/HR thirty (30) days in advance of the promotion eligibility date of the determination to promote or not promote the employee. If a supervisor determines that an employee has not demonstrated the potential to serve successfully at the next higher grade level, the supervisor will provide in writing to both CGFS/EX/ADO/HR and the employee specific areas in the position description and related to work commitments and/or competencies where performance needs to improve.

Section 9. Responsibilities

- a. CGFS/EX/ADO/HR, in conjunction with HR/SSP/S as appropriate, is responsible for:
 - (1) Administering the Merit Promotion Program and ensuring that selecting officials and employees are aware of its provisions.
 - (2) Advising and assisting employees interested in developing their skills for positions of greater responsibility.
 - (3) Preparing listings of all current vacancies and making these available to employees.
 - (4) Convening ranking panels when necessary, providing guidance to panel members and oversight to the panel process.
 - (5) Issuing certificates of eligibles to selecting officials.
 - (6) Arranging for release dates for those employees selected through merit promotion for assignment to other organizational units.
 - (7) Approving and finalizing personnel actions associated with merit promotion selections.
 - (8) Notifying in writing all unsuccessful applicants.
 - (9) Maintaining records of all merit promotion cases with sufficient information to allow reconstruction of the action, if necessary.
 - (10) Periodically reviewing and evaluating the Merit Promotion and Placement Program.
 - (11) Advising employees of their bargaining unit status.
 - (12) Notifying supervisors of employee promotion anniversary dates: career ladder promotions.
- b. Supervisors at all levels are responsible for:
 - (1) Making available members of their staffs to serve on ranking panels when required.
 - (2) Requesting temporary promotions when appropriate.
- c. Employees are responsible for:
 - (1) Keeping informed of the provisions of the Merit Promotion and Placement Program. They are encouraged to suggest improvements.
 - (2) Applying their skills in positions to which they are assigned, engaging in appropriate self-development efforts whenever feasible, and participating in available training programs.
 - (3) Applying for specific vacancies by submitting an application or resume and any other material indicated in the vacancy announcement to the appropriate office and ensuring applications are submitted and received by the closing date of the announcement.

- (4) Understanding that application material will not be accepted beyond the closing date of the announcement.
- (5) Ensuring that applications or resumes and other material submitted under vacancy announcements are up to date and accurately reflect their qualifications for the position for which applied.

Section 10. Alleged Violations and Employee Complaints

- a. Right to File a Grievance. Employees have the right to grieve a merit promotion and placement action under Article 20. While the procedures used by the Department to identify and rank qualified candidates are proper subjects for a grievance, non-selection from among a group of properly ranked and certified candidates, rating criteria, and OPM qualifications standards/procedures are not an appropriate basis for a grievance.
- b. Investigating Alleged Violations. An employee who believes he/she has failed to receive proper consideration for promotion, or wishes to raise questions concerning any phase of the merit promotion and placement process, or is alleging a violation of the Merit Promotion and Placement Program should consult with CGFS/EX/ADO/HR. When a violation of the Merit Promotion and Placement Program is alleged, with permission granted in writing by the impacted employee, the AFGE First State Vice President or designee may request, in writing an examination of the Merit Promotion Folder within thirty (30) calendar days of the effective date of the action. Such requests need to specify the announcement number and type of records being requested. When an individual is not identified in the request, AFGE must submit a copy of the Form Memo-Permission To Examine Official Personnel Folder (see Exhibit A of this Article) to DGHR/PC/LM who will verify to the servicing Human Resources Office that permission has been granted to an AFGE representative by the employee. The designated Union official, in the presence of a representative of the appropriate Human Resources Office, will be given access to the working papers of the particular action. These working papers include the selection certificate, the applicant ratings and the application materials submitted by the applicants. Any information obtained from the official files will be safeguarded and treated in a confidential manner. All files will be reviewed in the servicing personnel office with an HR representative present and no documents may be copied or removed from that office.
- c. Allegations of Prohibited Personnel Practices or Discrimination in Promotion Procedures. An allegation of prohibited personnel practices may be referred to the Office of the Special Counsel (OSC). An allegation of discrimination due to race, color, sex (including pregnancy, gender identity and gender stereotyping), religion, national origin, age (40 or older), disability (physical or mental), genetic information or sexual orientation may be processed as a discrimination complaint under 29 CFR 1614 with the Department's Office of Equal Employment Opportunity and Civil Rights.

Section 11. Priority Placement Consideration

- a. When a position becomes vacant, certain candidates are given priority consideration. The applications of individuals entitled to priority consideration will be referred to the selecting official independently of those who respond to a vacancy announcement. Priority consideration will be given under the following circumstances.
 - (1) An employee changed to a lower grade within the Department without personal cause and not at their request receives consideration as specified in 5 CFR 536.

- (2) An employee whose position has been identified for abolishment receives consideration in accordance with the Department's Priority Placement Program.
- (3) Former employees who have registered for the Reemployment Priority List receive consideration as specified in 5 CFR 330 Subpart B.
- (4) An applicant who did not receive proper consideration under the Merit Promotion Plan due to administrative error receives one priority consideration.
- (5) As specifically agreed to, or required by, the settlement of or decision on an EEO case, an MSPB case, or a grievance.

Section 12. Merit Promotion Procedures

- a. CGFSC will adhere to all OPM, Department and CGFS/EX/ADO/HR guidance and regulations when advertising a vacant position. CGFSC retains the right to hire from any appropriate source. The area of consideration may be limited to CGFS under extenuating circumstances such as when CGFS is undergoing a reorganization or the Bureau is enforcing reduction-in-force procedures, or when CGFS is over its employment ceiling.
- b. The minimum open period for vacancy announcements is five (5) working days.

Section 13. Selection Certificates

- a. A selection certificate is a list of best-qualified applicants to be referred for a particular vacancy. A separate selection certificate (or certificates if noncompetitive eligibles are referred) will be issued for each advertised grade level. Qualified noncompetitive eligibles will be referred on a separate certificate(s). Veterans Readjustment Appointment (VRA) eligible and/or eligible veterans who were not rated among the best qualified may be referred on a veterans' certificate.
- b. HR/SSP/S or OPM will prepare and issue selection certificates. Merit promotion candidates will be listed alphabetically on the selection certificate. Selection certificates will remain valid for twenty (20) calendar days from the date of issuance, unless extended for just cause by HR/SSP or OPM. Certificates may be extended due to unusual or extreme circumstances up to an additional ten (10) calendar days, in two 5 calendar day increments (not to exceed a total of 30 calendar days). The decision to extend certificates must be rare rather than the norm. The request to extend certificates must be received and approved prior to the certificate expiration date. Additional vacancies not reflected in the announcement that occur in CGFSC after the opening date of the vacancy announcement for position(s) identical (same grade, series and title) to the original vacancy may be filled from the selection certificate.
- c. The selecting official must review application materials for all referred candidates.
- d. Selecting officials have the option of interviewing all, any or none of the candidates referred on all available selection certificates issued to management. All certificates issued will include written guidance instructing the selection official of their responsibilities concerning the interview and selection process.
- e. The selecting official will annotate the certificate with his/her selection, sign and date it, and return the certificate to the CGFS/EX/ADO/HR office for forwarding to HR/SSP/S.

- f. For all State Department employees selected for promotion under this program, the release date will normally be at the end of the first full pay period following the date the release is requested. For reassignments, if a mutual date cannot be agreed upon between the losing and gaining bureau, the release date as stated above stands.

- g. The selecting official has the right to select or not select any candidate referred on the selection certificates. The Department's policy for re-advertising Merit Promotion (MP) and Delegated Examining (DE) vacancy announcements, in which a certificate of eligibles has been issued, is a thirty (30) day waiting period for merit promotion announcements and ninety (90) day waiting period for delegated examining (all sources) announcements. When there is no selection made from certificates issued or certificates are cancelled, the selecting official must provide a written justification explaining why a selection was not made or the reason the certificate was cancelled. In cases where selecting officials decides to re-advertise their position, they must provide written justification, along with the returned annotated certificate. The written justification must be very specific and detailed regarding the reasons for re-advertisement. Both the justification and annotated certificate must be submitted to the Shared Service Provider (SSP) in order to be considered for re-advertisement. No selection commitment will be made to any candidate by a selecting official. Commitments will only be made by the servicing human resources (HR) office after all necessary approvals and clearances have been obtained.

Section 14. Supplement and Amendment

Changes to pertinent sections of 5 CFR Section 335 and/or 3 FAM 2310 requiring changes to the merit promotion process will be provided to AFGE for their comment and language to supplement or amend this Article will be agreed upon between the parties to reflect those changes.

EXHIBIT A

FORM MEMO-PERMISSION TO EXAMINE OFFICIAL PERSONNEL FOLDER

OFFICIAL MEMORANDUM DATE:

TO: (Appropriate Administrator/Human Resources Officer)

SUBJECT: Permission to Examine Official Personnel Folder

I hereby give permission to _____, the designated official of AFGE, Local 1534, (AFL-CIO), to examine the personnel records, performance evaluation reports, memoranda, and other documents which have become a part of my records and which resulted in my being considered for the position of Vacancy Announcement Number _____. I understand that AFGE, Local 1534, (AFL-CIO) is investigating an alleged violation of the Merit Promotion and Placement Program procedures in connection with the aforementioned Vacancy Announcement number.

I understand that I am free to give or withhold permission to review my Official Personnel Folder and that no representative of the Department or of a Union can force me to give this permission and that without my written permission no designated official of the Union can review my file. I further understand that the Union official in the presence of a Human Resources Officer will review my official personnel records and/or the Merit Promotion Folder for Vacancy Announcement number _____ and that any information obtained from my records will be safeguarded and treated in a confidential manner and neither copied or removed from the records.

Signature of Employee _____ DATE _____

ARTICLE 15
TRAINING AND CAREER DEVELOPMENT

Section 1.

CGFSC is fully committed to the career development of its employees, consistent with the organizational needs, in order to improve service, increase efficiency and economy, and build and maintain a workforce of skilled and efficient employees. CGFSC will provide training necessary to assure maximum efficiency of its employees in their efforts to develop and enhance their skills and knowledge for performance of official duties. Training may be provided through On-The-Job (OJT) training, on-site courses, and off-site course attendance. Available training opportunities will be subject to budget constraints and employee availability based on individual workload.

Section 2.

- a. Employee training needs will be continuously reviewed and modern training practices and techniques will be used to improve the level of employees' performance. CGFSC will continue to partner with FSI to develop training opportunities to be provided to employees on-site in an effort to assist management in meeting present and planned needs to develop employee knowledge, skills, and abilities which will improve overall organizational efficiency.
- b. Supervisors and the CGFSC Training Officer are primarily responsible for identifying training needs, selecting employees for training, and determining and scheduling training deemed appropriate. The employee shares the responsibility for identifying training needs and is primarily responsible for making training requests to supervisors and the CGFSC Training Officer and otherwise ensuring that his or her training needs are assessed properly and met. Employees also may apply for additional training they feel will improve their skills or enhance their careers, subject to the approval of their supervisor, the CGFSC Training Officer, and the availability of funds.

Section 3.

- a. Developing an Individual Development Plan (IDP) is an opportunity for employees and supervisors to jointly implement a plan to help meet employees developmental needs and those of the organization. The IDP includes formal training, and informal training options such as on-the-job training, rotational assignments, and other learning experiences as identified by the supervisor and the employee.
- b. The IDP is not a formal contract between employee and supervisor, a performance appraisal, a Performance Improvement Plan, a guarantee of advancement or promotion, or a contract or guarantee of payment for training. The IDP can be changed at any time to accommodate office needs after discussion with the employee to seek their input and understanding before any changes are finalized. Employees and supervisor will sign the updated IDP and a copy will be provided to the employee.

Section 4.

The CGFSC Training Officer will announce to the workforce that the Fiscal Year Training Plan has been posted in the ISO 9001 Knowledge Base. All employees will be invited to view the training plan and projected on-site training opportunities. Confirmed training opportunities and schedules will also be posted on the Office of Administrative Operations, Human Resources Calendar of Events and announced

to the workforce. Employees are required to work with the supervisor on getting their IDP updated and obtaining approval to attend training courses. Final approval for selection and assignment to attend training activities rests with the supervisor. Employees are responsible for planning and submission of timely requests for training. All qualified GS employees who have a need for training as determined by their supervisor will have priority consideration for that training over a contract employee.

ARTICLE 16
POSITION DESCRIPTIONS

Section 1. Position Descriptions

An employee is entitled to have a copy of the official position description of record, i.e. that position which has been described and classified by the Employer. Disagreements between employees and supervisors as to the completeness or accuracy of the position description may be resolved through oral discussion. Subject to 5 USC 7121 (c) (5), if Management and the employee cannot resolve their differences informally, the accuracy of the position description may be reviewed in accordance with the Negotiated Grievance Procedure but the classification determination can only be appealed through procedures outlined below. A grievance would require the employee to identify any procedural deficiencies or describe how the narrative does not accurately describe his/her duties or does not conform to work commitments and competencies. When significant changes occur, the position description will be amended or rewritten to reflect such changes after discussion with the employee.

Section 2. Appeal Rights

- a. A Civil Service employee may appeal the classification of any or all of the following aspects of his or her position: coverage under the General Schedule; job series; grade level. The appellate body (Department or OPM) is not limited in its review due to the fact that an employee has appealed only certain aspects of his or her position classification, and must provide a full classification determination.
- b. Appeal rights vary by the employee's position and type of appointment.
 - (1) Civil Service employees appointed to General Schedule positions may appeal to the Department or to OPM, or through the Department to OPM. If they appeal initially to the Department and are dissatisfied with the decision, they may then appeal to the OPM.
 - (2) A desk audit will be conducted as part of fact-finding when no other desk audit has been conducted in the preceding twelve (12) months, and may be conducted in any other case where deemed necessary, when an appeal is made to the Department. Such an audit will be scheduled within sixty (60) working days from the date an appeal is received by the Department. Such a desk audit will be scheduled in advance with appropriate notice to the appellant and his/her supervisor as well as CGFS/EX/ADO/HR. This advance notice period will normally be at least three (3) workdays in duration. The employee may elect to have a representative present during any desk audit.
 - (3) When an appeal is made to the Department, the Department will advise the appellant of its decision in writing. The Department will provide the appellant with a copy of the evaluation statement regarding the classification of the position and information regarding appeal rights to OPM.
 - (4) An employee may appeal only the position to which he/she is assigned. An appeal is terminated if the employee vacates the position. An appeal will be terminated upon written receipt of a request from the employee to CGFS/EX/ADO/HR.
 - (5) Decisions based on classification appeals to the Department will be effective no later than the first day of the fourth pay period after the date of decision and notice to the appellant.

- (6) Appeals to OPM will be governed by the provisions of Title 5, Code of Federal Regulations.

Section 3. Definition

The parties agree that the position description phrase generally worded as "other duties as assigned" shall be interpreted to mean duties generally related to the grade level of the position as classified.

ARTICLE 17
PERFORMANCE APPRAISAL

Section 1. General

Regulations governing the Department's performance appraisal system are contained in 3 FAM 2820; 5 USC Chapters 43, 45 and 53; 5 CFR 430, Subpart B, 432, 451 and 531. The 3 FAM 2820 has been negotiated with AFGE Local 1534 and is incorporated by reference into this Agreement. Any negotiable changes in these regulations will be negotiated with the Union. The Civil Service Performance Plan and Appraisal Form (DS-7644) and instructions have also been negotiated with AFGE Local 1534.

Section 2. Objectives

- a. The objectives of the Department's performance appraisal system are to communicate and evaluate accomplishment of organizational goals and objectives at both the individual and organizational levels. Specifically:
 - (1) Providing for accurate evaluation of employee performance on the basis of specific work commitments and competencies;
 - (2) requiring the reviewing official's concurrence of work commitments/competencies and ratings to ensure that requirements are consistent and effective and that ratings are appropriate;
 - (3) requiring periodic reviews (performance discussions) of employees' performance during the appraisal period based on established work commitments and competencies;
 - (4) requiring that employees are informed and participate in the formulation of work commitments and competencies;
 - (5) establishing a constructive dialogue between employees, rating officials and reviewing officials throughout each appraisal period which helps both employees and supervisors recognize the strengths and weak- nesses of employees and opportunities to take steps to correct any weaknesses;
 - (6) ensuring fair treatment of all employees in the performance appraisal process; and
 - (7) prohibiting use of forced distribution of levels of ratings.
- b. Further, the performance appraisal system's objective is to provide a just and equitable basis for:
 - (1) Promotions;
 - (2) within-grade increases;
 - (3) quality step increases;
 - (4) reassignments;
 - (5) retention in Reduction-in-Force;

- (6) satisfactory completion of probationary period;
- (7) training; and
- (8) removal or reduction in grade for unacceptable performance.

Section 3. Duration of Appraisal Period

- a. The appraisal period will normally be one (1) year in length from January 1 to December 31, unless an exception is approved by the Director General of the Foreign Service and Director of Human Resources.
- b. A minimum period of performance of 120 days must be completed before a rating of record or interim performance rating to be used as a rating of record can be given. Extensions of rating periods are governed by 3 FAM 2824.5-4 and are usually contemplated when a rating of record needs to be prepared for an employee who has not worked under their current work commitment and competencies for 120 days and no other interim rating is available for that appraisal period.
- c. When assignments change during the appraisal period so as to impact work commitments and/or competencies, the performance plan must be revised in accordance with Section 5. A new minimum period of performance shall begin for the revised elements of the performance plan. Extensions of the rating period will not be granted under these circumstances.
- d. When a new supervisor is assigned and there are less than 120 days left in the rating period, or assignments change that cause the creation of new work commitments and/or competencies (see c above) then the new appraisal period begins on the first day the new supervisor or work commitments/competencies commence and run through the end of the appraisal period the next year; e.g. December 31. Any interim appraisal will be the rating of record for that year when the new supervisor or commitments/competencies began as long as the appraisal period was the minimum 120 days.

Section 4. Designation of Rating and Reviewing Officials

- a. Rating and reviewing officials must be designated at the beginning of the performance Appraisal period or when a rating and/or reviewing official leaves a position.
- b. The rating official will be the rated employee's immediate supervisor and the reviewing Official will be the rating official's immediate supervisor. To be familiar with the rated employee's performance, a rating official must have supervised the employee for at least 120 days, and both a rating and reviewing official must occupy a position that is classified as supervisory. Team Leaders do not meet the supervisory criteria and may not assign any performance rating for an employee. Team Leaders may provide performance information and/or feedback on an employee's performance, either verbally and/or in writing.

Section 5. Establishment of Performance Plans

- a. Within thirty (30) days of the beginning of each rating period or assignment to a new supervisor, the rating official must establish a written performance plan in consultation with the employee and with the concurrence of the reviewing official, which is included in the OPF within forty-five (45) days or by February 15 of each rating year.
- b. If there is a change in assignments during the appraisal period and those changes significantly impact the work commitments under Critical Performance Element 1, the performance plan must be revised. An employee must perform under the changed parts of the plan for at least 120 days in order to be rated under that particular part of the plan.
- c. Performance Plans shall contain all written, or otherwise recorded, (i.e., electronically) work commitments that reflect results that the employee is expected to accomplish during the rating period. Work commitments must be written at the “Fully Successful” level and must align with the strategic goals and plans of the Department, and bureau-office. Work commitments should be consistent with the employee’s assignments and responsibilities and position description, and team accountability for accomplishing organizational goals and objectives. The performance plan includes:
 - (1) Five (5) critical performance elements against which employees must be rated.
 - (2) Critical Performance Element 1 consists of 3-5 work commitments, describing what the employee is expected to accomplish and how the employee will be measured during the rating cycle. Work commitments should be clear, concise and must focus on results, (e.g. outcomes, and services-products). They should also include how results will be measured and evaluated.
 - (3) Measures must be established at the “Fully Successful” level and should incorporate applicable standards of quantity, quality, timeliness, and cost effectiveness. All work commitments and competencies are considered critical elements and unacceptable performance on any work commitment or competency would result in a determination that an employee's overall performance rating is "Not Successful”
 - (4) Critical Performance Element 2-5 are competency-based and describe how an employee performs his or her work.
 - (5) There are different competency-based critical performance elements for non-supervisory and supervisory employees.
- d. Performance Plans shall be communicated to the employee first orally and then in writing, through the e-performance system. At the time the plan is provided to the employee(s), the rating official and employee shall discuss the plan and its work commitments and competencies in an attempt to avoid any subsequent misunderstandings about the expected performance. An employee may request that his/her work commitments be reconsidered in light of any type of disagreement. Within 7 calendar days of receipt of the work commitments/competencies from the rating official through the e-performance system, the employee can submit comment to the reviewing official for consideration or sign off agreeing with the final commitments/competencies submitted by the rating official. In any case, the reviewing official must concur with the final commitments/competencies but cannot change what the employee

and rater agreed to. Performance Plans must be documented on the DS-7644, Civil Service Performance Plan and Appraisal Form with the signatures of the rating and reviewing officials. An employee's signature is not required on their performance plan.

Section 6. Periodic Progress Reviews and Performance Appraisal Discussions

- a. Rating officials are required to hold at least one performance discussion with the employee during the appraisal period. Supervisors will make every effort to have one (1) of these performance discussions at mid-cycle. That discussion must be captured, at least once, on the DS-7645, Mandatory Mid-Year Review Form. These discussions should include:
 - (1) A review of the employee's work commitments and competencies;
 - (2) the employee's progress toward accomplishing those work commitments and competencies;
 - (3) any need for changes to the Performance Plan;
 - (4) the employee's strengths and weaknesses;
 - (5) any performance deficiencies and recommendations for improvement;
 - (6) developmental training and assignments that may be useful; and
 - (7) supervisory and employee expectations for the remainder of the appraisal period.
- b. The primary intent of these discussions is to provide feedback to the employee regarding his/her performance. The employee should also be informed as to whether he/she is meeting all the work commitments and competencies at the Fully Successful level. Discussions between the rating official and rated employee should address specific areas of accomplishment and those areas in which the rated employee should work to improve.
- c. Progress Reviews must be recorded on the DS-7645, Mandatory Mid-Year Performance Review Form.
- d. Union representation is not allowed at these supervisory/employee performance discussions. If a situation arises where management officials other than the immediate supervisors are in attendance, union representation is authorized.
- e. Information regarding an employee's performance, which is available to the rating official, should be conveyed to the employee throughout the rating period.

Section 7. Written Appraisal of Performance

- a. At the end of the appraisal period, interim or final, the rating official must assess the rated employee's performance based on a comparison of performance with the standards established for the appraisal period. This appraisal must be written on Form DS-1966, Employee Performance Plan, Progress Review, and Appraisal Report.

- b. Employees may submit written or electronic statements at any time on his/her performance during the rating period.
- c. Employees should provide the rating official with written comments that include a summary list of his/her accomplishments, generally 45 days before the end of the appraisal period.
- d. Barring extreme circumstances the rating official and rated employee will discuss the employee's performance with respect to each work commitment and competency. The discussion should include the basis for the rating.
- e. After the discussion and/or upon considering any of the employee's comments, the rater will produce a draft of the appraisal rating and present it to the employee electronically.
- f. Employees have ten (10) calendar days from the date of receipt of the draft to review and provide comments on the proposed rating of record. If they concur with the rating they should sign the rating and include any comments in the rated employee section. If they do not concur with the rating, they may send comments as to why back to the rater for consideration. The rater having taken the employee's comments into consideration will send a final draft to the employee. If the employee concurs with the final draft, they can sign and add any comments to the rated employee section. If they still do not concur, they may send comments as to why directly to the reviewing official for consideration. In these instances, the reviewing official must include their input on the rating and route the rating back through the rater to the rated employee. If the employee has concurred with the rating produced by the rater, the reviewer will only acknowledge that they have read the rating.
- g. The employee is expected to acknowledge receipt of the rating through an electronic signature. This acknowledgment does not mean the employee agrees with the rating. When an employee refuses to sign the rating the rating official must record such refusal on the rating.
- h. The reviewing official must review and approve all ratings, interim and ratings of record, whether the employee had requested they consider their comments or not (see f above) but cannot change a rating when the rater and employee are in agreement on the rating.
- i. If the employee requests an opportunity to discuss the Unsatisfactory rating with the reviewer without the rater present, the reviewer will honor such a request prior to the rating of record being finalized. An Unsatisfactory rating will be electronically sent to the reviewing official for consideration. If the reviewing official disapproves the Unsatisfactory rating, the reviewing official should discuss the rating with the rating official and the employee before finalizing the rating.
- j. If the rated employee refuses to sign the appraisal report, the report will be forwarded to the Bureau Executive Office in accordance with procedures in 3 FAH-1 H-2820. However, this action should be taken only after the employee review period mentioned in "f" above has expired.
- k. No further changes may be made after the employee signs the report without informing the employee.
- l. When a rating of record cannot be prepared at the end of the rating period, and there is no interim rating available to serve as the rating of record, the reviewing official will complete

the rating of record in lieu of the departed rating official as long as they have been the reviewing official for at least 120 days and have direct knowledge of the employees performance.

Section 8. Ratings of Record

- a. A rating of record must be prepared by the home office (office that holds the permanent position) rating official and approved by the reviewing official at the end of the appraisal period for all employees, including employees on long-term training, details, or other temporary assignments.
- b. The rating of record must take into consideration the employee's performance for the entire appraisal period.
- c. The employee must have worked at least 120 days under written elements and standards in order to receive a rating of record.
- d. The official preparing the rating of record at the end of the appraisal cycle must take into consideration any interim performance ratings and performance input.

Section 9. Rating Levels

The rating official must assign a rating level for each work commitment and competency (unless the employee has had no opportunity to demonstrate performance on any particular work commitment and/or competency, which must be noted on the appraisal form). In this case, the work commitment should be deleted/removed from the appraisal form in which the employee did not demonstrate performance. There are three (3) levels of performance that can be provided for each work commitment and/or competency:

- a. Exceeds Expectations -The employee has exceeded the minimum requirements of successfully fulfilling the established work commitment or competency.
- b. Fully Successful -The employee has done what needs to be done to meet the minimum requirements of the position.
- c. Not Successful -The employee has not met the minimum requirements of any established work commitment or competency.

Section 10. Summary Ratings

- a. Each performance appraisal will include a summary rating level determination comparable to the following:
 - (1) Outstanding - All Work Commitments (Critical Performance Element 1) and all competencies (Critical Elements 2-5) must be rated "Exceeds Expectations."
 - (2) Exceeds Expectations - Must be rated "Exceeds Expectations" for 50% or more of Work Commitments (Critical Performance Element 1); and rated "Exceeds Expectations" for 50% or more of Critical Performance Elements 2-5.
 - (3) Fully Successful - Must be rated "Exceeds Expectations" for less than 50% of Work Commitments (Critical Performance Element 1); and must have "Fully Successful" or higher rating for Critical Performance Elements 2-5.

(4) Not Successful - "Not Successful" on one or more Critical Performance Elements (including Work Commitments and Critical Performance Elements 2-5.)

- b. Ratings should reflect an employee's performance throughout the appraisal period. It is the Department's responsibility to ensure timely completion of employees' performance appraisals, in accordance with 3 FAM 2826.

Section 11. Interim Performance Appraisal Reports

- a. An interim performance rating is an assignment of an overall performance rating that occurs before the end of the rating period. An employee must have worked under written work commitments and competencies for the minimum 120-day appraisal period in order to receive an interim performance rating. Interim performance ratings shall be prepared covering time periods of less than one year but not less than 120 days (under the Employer-wide program) when:
 - 1) There is a change in rating official and the former rating official has observed the rated employee's performance for the minimum appraisal period.
 - 2) The rated employee is leaving a position and has worked under written or otherwise recorded job elements and performance standards for the minimum appraisal period.
 - 3) There is significant change in a rated employee's duties (even if the rated employee continues to be supervised by the same rating official).
 - 4) The rated employee is serving on a detail or temporary promotion expected to last for the minimum appraisal period.
- b. If the rated employee has received one or more interim ratings during the annual rating period, the rating official is required to consider the interim ratings when preparing the rating of record in order to reflect work performance throughout the entire rating cycle.
- c. When assignments change during the appraisal period so as to impact work commitments and/or competencies, the performance plan must be revised. Under the revised performance plan the employee shall receive an appraisal if they have worked the minimum 120 days under the new performance plan (see above regarding interim appraisals when duties change).
- d. When there is a new supervisor during the rating period, the new supervisor can either continue with the existing work commitments and competencies or establish new ones. The new supervisor must discuss the new or renewed performance plan with the employee before finalizing. The new or continued performance plan must be reviewed by the reviewing official. The new or renewed work commitments and competencies must be finalized within 30 days of the new supervisor taking that position in accordance with Section 5(a).
- e. If there is a change in supervisor with less than 120 days left in the appraisal period, and the employee has received an interim rating, the interim rating shall become the rating of record. The new appraisal period will commence on the date of arrival of the new supervisor through the end of the following appraisal period; December 31.

- f. If there is a new supervisor with less than 120 days left in the appraisal period and there is no interim appraisal on record, then the reviewing official can prepare a rating of record provided that they have served in that capacity for no less than 120 days and had direct knowledge of the employee's performance during that period.
- g. Interim ratings do not become a part of the employee's Official Performance Folder unless specifically requested by the employee or the rating becomes the rating of record.

Section 12. Inadmissible Comments

Inadmissible comments include, but are not limited to:

- a. Reference to race, color, religion, gender (except for titles of address, first names or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family;
- b. Mention of the specific nature of a disability or medical condition;
- c. Mention of initiation of, involvement in, or participation in Grievance or EEO proceedings;
- d. Comments on an employee's participation or non-participation in employee organizations or activities;
- e. Reference to previous performance ratings or events or performance outside the rating period;
- f. Absences, except as it relates to performance;
- g. Reluctance to work overtime; or
- h. Conduct-related issues/disciplinary action.

Section 13. Performance Plans, Interim Appraisals and Ratings of Record

- a. Performance plans and appraisals are established on Form DS-7644, Civil Service Performance Plan and Rating of Record, with the signatures of the rating and reviewing officials.
- b. The rating and reviewing officials' signatures on Form DS-7644, document that the plan was established, the interim appraisal and the rating of record was completed by the rating official, approved by the reviewing official, discussed with and received by the employee.
- c. An employee's signature is not required, as it is an acknowledgment of receipt and does not indicate agreement or disagreement with the contents of the plan or the overall rating. The rating official must give the employee the opportunity to acknowledge receipt of the performance plan, interim appraisal and the rating of record. An employee's refusal to sign the performance plan does not indicate that the employee cannot be held accountable for the contents of the plan.
- d. Barring any extenuating circumstances, the employee has 10 calendar days to acknowledge receipt of the plan, interim appraisal and rating of record for review. If after the 10 days, the

- employee has not acknowledged receipt, a copy with the rating and reviewing officials' signatures is provided to the employee.
- e. Extensions to review the plan, interim appraisal or rating of record may be granted on a case-by-case basis by the Executive Office.

Section 14. Reconsideration and Grievances

- a. An employee who disagrees with his/her rating of record or interim performance rating may first discuss the problem with the rating official and/or with the reviewing official.
- b. If the employee fails to obtain satisfaction from these discussions or does not wish to have those discussions, he/she may request reconsideration by an official one level higher than the reviewing official within the organization, or the Bureau Executive Office.
- c. If the employee is dissatisfied with the informal reconsideration process or does not wish to pursue informal resolution, he/she can seek redress through the Negotiated Grievance Procedure (NGP) as defined in Article 20 of this Agreement. The employee may avail themselves of the NGP without reconsideration by the rating and/or reviewing officials.

Section 15. Within-Grade Increase (WGI)

- a. A decision on whether or not to grant a within grade increase will be based on the most recent Rating of Record. To be eligible for a WGI, the Rating of Record must be at least "Fully Successful."
- b. All delays and/or denials of WGI will conform with regulation contained at 5 CFR 531.401 et al and 3 FAM 3124.

Section 16. Details, Long-Term Training and Special Circumstances

- a. When it is anticipated an employee will work on a detail or other temporary assignments for the minimum appraisal period, at least 120 days, the supervising official of the detail/temporary assignment will provide performance input, to include input for developing the performance plan, conducting progress reviews, and completing the rating of record, to the home office rating official.
- b. Employees serving on a detail or other temporary assignments are rated by their home office rating official. The supervising official of the detail/temporary assignment should generally provide performance input within 45 days after the end of the detail/temporary assignment.
- c. The home office rating official will consider the performance input provided by the supervising official of the detail/temporary assignment in preparing the rating of record. The rating of record must be approved by the reviewing official.

Section 17. Transfers, Reassignments and Separations

- a. When an employee is transferred to another federal agency, and the employee has worked under an approved performance plan for a minimum of 120 days, the rating official prepares a final rating of record. The rating will be forwarded to the receiving agency.

- b. When an employee is reassigned to a different position within the Department of State before September 3 of the appraisal period, then the rating official must prepare an interim performance rating pursuant to the Interim Performance Appraisal Report section of this Article. The interim performance rating must be complete prior to or within 45 days after the employee vacates a position. The interim performance rating shall be considered in deriving the employee's rating of record. As noted earlier, an interim performance rating does not become part of the employee's Official Performance Folder unless specifically requested by the employee, or the performance appraisal becomes the rating of record. If the employee is reassigned after September 3 of the appraisal period, then the rating official prepares a final rating of record approved by the reviewing official.
- c. When an employee is separated or resigns a rating of record is not required.

ARTICLE 18
ACTIONS BASED UPON UNACCEPTABLE PERFORMANCE

Section 1. General Provisions

- a. The actions covered by the provisions of this Article are reduction-in-grade and removal for unacceptable performance but does not apply to the removal of an employee in the competitive service who is serving in a probationary or trial period under an initial appointment.
- b. At any time when the supervisor determines that the employee's performance is below "Fully Successful" in any performance element, the employee will be notified in writing of the deficiency. The employee may request certain considerations from the supervisor upon said notification (e.g. training, information on reasonable accommodation, additional performance counseling).
- c. Sudden declines in performance may indicate personal difficulties that may be beyond the supervisor's ability to resolve (See Article 12). In such cases, supervisors should seek assistance from CGFS/EX/ADO/HR who in turn can consult as necessary with the Office of Employee Relations (HR/ER), the Office of Accessibility and Accommodation/Disability and Reasonable Accommodation Division (HR/OAA/DRAD) or Employee Consultation Services (ECS).

Section 2. Opportunity to Improve

- a. In the event that the determination to place an employee on a Performance Improvement Plan is made, the rating official, after consultation with CGFS/EX/ADO/HR must provide the employee with a written Performance Improvement Plan (PIP), Form DS-1765, and start an opportunity period normally between 45-60 calendar days, to demonstrate performance at the "Fully Successful" level. Extensions of the initial opportunity period will be granted if circumstances warrant.

The written PIP notice will:

1. State which specific work commitments and/or competencies are below "Fully Successful";
 2. Explain the employee's deficiencies, citing specific examples;
 3. State the specific improvements the employee must make in performance;
 4. State the steps or actions the supervisor will take to help in that effort, including the establishment of an Individual Development Plan, formal training, counseling, and closer supervision that will be given to the employee to help improve his/her performance to the "Fully Successful" level; and,
 5. Warn the employee of the possible consequences of a below "Fully Successful" rating (e.g. reduction in grade or removal).
- b. If, after a reasonable opportunity to improve performance in one (1) or more work commitments and/or competencies is still unacceptable, the supervisor may discuss with the employee his/her continuing unacceptable performance and in that context will solicit the employee's explanation of any extenuating circumstances. Employees are entitled to representation in such discussions.

- c. If the employee's performance in one (1) or more work commitments and/or competencies continues to be unacceptable after the conclusion of PIP, the employee must be notified in writing by CGFS/EX/HR of the proposed action to remove, demote or reassign the employee.

Section 3. Proposal to Remove or Demote

- a. An employee against whom an action under this Section is being proposed is entitled to a thirty (30) calendar day advance written notice from the proposing official, which identifies the specific instances of unacceptable performance and the work commitments and/or competencies involved in each.
- b. The advance notice shall also contain other information appropriate to the circumstances of the action:
 - (1) The name of the deciding official;
 - (2) the employee's right to respond to the proposal orally and/or in writing and to submit any documentation in support of his or her position;
 - (3) copies of documentation supporting the proposal or where such documentation may be reviewed and the amount of official time allowed to do so;
 - (4) the employee's right to a representative; and
 - (5) the time by which any answer must be submitted.
- c. An employee who has received such an advance notice is entitled to ten (10) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. The employee against whom this proposal is issued or the representative may request an extension of time to submit their response to the Deciding Official. Extensions may be provided upon a showing of good cause.

Section 4. Decision to Remove or Demote

The employee is entitled to a written decision within thirty (30) calendar days after the date of expiration of the notice period unless the notice period is extended in accordance with OPM rules. A decision to effect a reduction-in-grade or removal may be based only on those instances of unacceptable performance by the employee, which occurred during the one (1) year period ending on the date of the notice and which were identified in the proposal. In arriving at a decision the deciding official shall specify the instances of unacceptable performance and shall consider any answer of the employee and the employee's representative. The decision must be delivered at or before the time the action will be effective.

Section 5. Appeal Rights

An employee may challenge an adverse decision under this Article by appealing the action to the Merit Systems Protection Board (MSPB) within thirty (30) calendar days after the effective date of the action, or under the Grievance and Arbitration procedures contained within this Agreement, but not under both.

ARTICLE 19
DISCIPLINE AND ADVERSE ACTIONS

Section 1. General Provisions

This article applies to General Schedule and Wage Grade employees in the bargaining unit.

- a. The regulations governing suspension for fourteen (14) days or less, suspension for more than fourteen (14) days, removal, reduction in grade or pay, or furlough for thirty (30) days or less for these employees are contained in 5 CFR Part 752.
- b. The Employer shall determine when the need arises for disciplinary and adverse actions and shall carry out such actions as promptly as possible. An employee will be subject to disciplinary or adverse actions only for such cause as will promote the efficiency of the Federal Service.
- c. The parties recognize that discipline should be progressive in nature if it is to correct the conduct of an offending employee. It is understood, however, that progressive discipline need not follow any specific sequence of disciplinary actions and that major offenses may be cause for severe action, including removal, irrespective of whether previous disciplinary or adverse actions have been taken against the offending employee.
- d. Disciplinary action may be in addition to any penalty prescribed by law.

Section 2. Employee Responsibilities

It is the responsibility of each employee to know and be aware of the provisions of 5 CFR 2635 "Standards of Ethical Conduct for Employees of the Executive Branch," and 3 FAM 4100 "Employee Responsibilities and Conduct." Employees who violate the laws, rules, regulations or standards of conduct will be disciplined in accordance with the gravity and frequency of the offenses committed.

Section 3. Management Responsibilities

When taking disciplinary actions, the Employer will give due regard to the principle that similar penalties should be imposed for like offenses, but it is understood as well that equality of treatment does not require uniformity of penalties. Consequently, in taking disciplinary actions, the Employer will give due consideration to the existence of mitigating or aggravating circumstances, the grade or nature of the position occupied by the employee involved, the frequency and severity of the offense, and any other factors or circumstances bearing upon the incident or acts involved.

Section 4. Table of Penalties

The suggested table of penalties is contained at 3 FAM 4542 "List of Disciplinary Offenses and Penalties." The range of possible penalties is intended to serve as a general guideline based on mitigating or aggravating factors. The list is guidance and not all inclusive. The fact that an offense is not listed does not mean that a penalty cannot be imposed if the offense is committed. The content of the Table has not been subject to negotiation between the Parties. The document is provided as guidance.

Section 5. Representation and Employee Rights During a Security Interview

Employee rights in security interviews are contained in Article 3, Section 6 of this Agreement.

Section 6. Official Time

Upon receipt of a proposed disciplinary or adverse action, an employee is entitled to a reasonable amount of official time scheduled and approved in advance by his/her supervisor to prepare and present his or her position. Normally, up to eight (8) hours will be considered reasonable to prepare the employee's response, however, in adverse action cases, up to sixteen (16) hours may be considered.

Section 7. Oral and Written Admonishments (Letters of Warning)

Oral and Written Admonishments (Letters of Warning) are not formal disciplinary actions to which the procedures in this Article apply. Admonishments or a Letter of Warning may be used when an employee's conduct is less than acceptable and it is probable that the admonishment or warning will result in improvement. An admonishment or warning may be oral or written, and in either case is given to the employee by the immediate supervisor or by an appropriate management official. If the admonishment or the warning is in writing, a copy must be provided to the employee. Admonishments or warnings will not be filed in the employee's Official Personnel Folder (OPF), but will be maintained by the issuing official and may be used as a history for future disciplinary actions. Admonishments or warnings are neither grievable nor appealable. The employee may present his or her views in writing to the issuing official. The employee's views, if any, will be attached to the copy of the admonishment or warning letter retained by the issuing official.

Section 8. Disciplinary Actions

For the purpose of this Agreement, disciplinary actions shall be written reprimands and suspensions of fourteen (14) calendar days or less.

- a. **Letters of Official Reprimand.** A reprimand is a written letter to an employee for conduct of such a serious nature that it cannot be condoned or tolerated. The Letter of Reprimand must contain full particulars of the matter for which the employee is being reprimanded. A copy of the reprimand is retained by the issuing official and a copy is filed in the employee's Official Personnel Folder (OPF). The reprimand will stay in the OPF for one (1) to two (2) years depending on the nature of the offense but will be spelled out in that decision. At the end of the designated time period, the reprimand must be removed from the OPF. The employee may make a written request to the issuing official that the action be withdrawn prior to the date of the original removal timeframe. Removal of these actions will be based on the employee's conduct and actions since the issuance of the reprimand and the decision to withdraw prematurely resides solely with the issuing official. A letter of reprimand may be grieved under the provisions of Article 20 of this Agreement within thirty (30) days of the date of the reprimand. The reprimand may be used as a history for future disciplinary actions.
- b. **Suspensions for Fourteen (14) Calendar Days or Less.** A suspension is effected for reasons to promote the efficiency of the service.
 - (1) An employee against whom a suspension is proposed is entitled to an advance written notice stating the specific reasons for the proposed action. The proposal shall contain other information appropriate to the circumstances of the action:
 - (a) The length of proposed suspension;
 - (b) The name of the deciding official;

- (c) The employee's right to respond to the proposal orally and/or in writing;
 - (d) Copies of documentation supporting the proposal or where such documentation may be reviewed;
 - (e) The employee's right to representation; and
 - (f) The timeframe within which any answer must be submitted.
- (2) An employee who has received such an advance notice is entitled to ten (10) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer. When timely requested, the deciding official will extend the time frame for response for a reasonable period of time. The deciding official or designee for the action will receive the employee's oral or written answer.
 - (3) The employee is entitled to a written decision at the earliest practicable date, containing the specific reasons for the decision. In arriving at a decision the deciding official shall consider only the reasons specified in the advance notice and shall consider any timely answer of the employee and the employee's representative where applicable. The decision must be delivered at or before the time the action will be effective.
 - (4) Suspensions of fourteen (14) calendar days or less may be grieved by an employee under Article 20 of this Agreement within thirty (30) calendar days after the effective date of the deciding official's decision. The Union may appeal the decision to arbitration. After filing of the Grievance but before the Assistant Secretary's (or designee's) decision is rendered, the parties may mutually agree to take the action directly to arbitration.

Section 9. Adverse Actions

- a. For the purpose of this Agreement, adverse actions shall be removals, suspensions for more than fourteen (14) calendar days, reduction-in-grade, reduction-in-pay, and furloughs of thirty (30) calendar days or less.
- b. An employee against whom an adverse action is proposed is entitled to thirty (30) calendar days advance notice which shall state:
 - (1) The proposed action;
 - (2) The name of the deciding official;
 - (3) The employee's right to respond to the proposal orally and/or in writing and to submit documentation supporting his or her position;
 - (4) Entitlement to copies of any documentation supporting the proposal or where such documentation may be reviewed;
 - (5) The employee's right to representation, and
 - (6) The timeframe within which any response must be submitted.
- c. An employee who has received such an advance notice is entitled to ten (10) calendar days to

respond orally and/or in writing and to furnish affidavits and other documentary evidence in support of the response. When timely requested, the Deciding Official or designee will extend the time frame for the response for a reasonable period of time. The Deciding Official or designee for the action will receive the employee's oral or written answer.

- d. An employee is entitled to a written decision at the earliest practicable date, containing the specific reasons for the decision. In arriving at a decision the deciding official shall consider only the reasons specified in the advance notice and shall consider any timely response by the employee and/or the employee's representative. The decision must be delivered at or before the time the action will be effective.
- e. An employee may appeal an adverse action under this Section to the Merit Systems Protection Board (MSPB) within thirty (30) calendar days after the date of the decision, or grieve the action under Article 20 of this Agreement within thirty (30) calendar days of the effective date of the decision, but not under both.
- f. An employee will be deemed to have exercised his/her option to raise the matter under MSPB or Article 20 once the employee timely files a written grievance or notice of appeal to the MSPB.
- g. Exception to the thirty (30) calendar day advance notice rule for adverse actions:
 - (1) If there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, the proposed action may be effected less than thirty (30) days from receipt of the advance written notice. The Employer may require the employee to furnish any answer to the proposed action and affidavits and other documentary evidence in support of the answer within seven (7) calendar days. When the circumstances require immediate action, the Employer may place the employee in a non-duty status with pay for such time, as is necessary to effect the action.
 - (2) The advance written notice and opportunity to answer are not necessary for furlough without pay due to unforeseeable circumstances, such as sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities.
 - (3) The thirty (30) calendar day advance written notice is not required for effecting a suspension during the notice period for a removal or an indefinite suspension when the circumstances are such that retention of the employee in an active duty status during the notice period may be injurious to the employee, his or her fellow workers, or the general public; may result in damage to government property; or because the nature of the employee in an active duty status during the notice period of a removal or indefinite suspension. The Employer may require the employee to furnish any answer to the proposed action and affidavits and other documentary evidence in support of the answer within seven (7) calendar days. When the circumstances require immediate action, the Employer may place the employee in a non-duty status with pay for such time as is necessary to effect the action.

Section 10. Copies of the Decision Letter

In actions under this Article where the employee does not request Union representation but is a bargaining unit employee, the Employer will provide the Union with a redacted copy of the decision letter in accordance with the Privacy Act.

ARTICLE 20
NEGOTIATED GRIEVANCE PROCEDURE

Section 1. Purpose

CGFSC, the Department and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To this end, it is the purpose of this Article to provide a mutually acceptable process for the expeditious resolution of Grievances at the lowest organizational level possible before submitting for final agency review to the Deputy Assistant Secretary for Human Resources responsible for Civil Service issues (DGHR).

Section 2. Scope

- a. A Grievance may be filed under this procedure by any employee, a group of employees, the Union, or the Department concerning conditions of employment subject to the control of CGFSC and/or an alleged breach of this Agreement. Grievances under this procedure shall include the following:
 - (1) Any matter of concern or dissatisfaction regarding the interpretation, application or violation of this Agreement;
 - (2) any claimed violation, misinterpretation, or misapplication of law, rule or regulation affecting conditions of employment;
 - (3) Performance Appraisal Reports;
 - (4) Letters of reprimand and suspensions of fourteen (14) calendar days or less; and,
 - (5) At the employee's election, matters otherwise appealable to the Merit Systems Protection Board (MSPB) other than matters dealing with Uniformed Services Employment and Re-Employment Rights Act (USERRA) which must be appealed directly to the MSPB;
- b. Complaints regarding the following matters are specifically excluded from this negotiated procedure and must be pursued through appropriate alternate procedures:
 - (1) Alleged violations of the Hatch Act (5 USC, Chapter 73);
 - (2) Problems concerning retirement, life insurance or health insurance;
 - (3) Suspension or removal for reasons of national security (5 USC 7532) or issuance, suspension, or revocation of a security clearance;
 - (4) Any examination, certification or appointment;
 - (5) The classification of any position which does not result in the reduction in grade or pay of any employee;
 - (6) Alleged violations of USERRA;
 - (7) Non-selection for an award or non-adoption of an employee suggestion;

- (8) Termination of a probationary employee;
- (9) Non-selection under promotion procedures from a properly ranked and certified list of candidates;
- (10) Matters subject to the EEO Complaint process;
- (11) Prohibited personnel practices;
- (12) Filling of a position outside the bargaining unit; and
- (13) Admonishments.

Section 3. Union Rights

An employee or group of employees may present grievances on their own behalf, without the intervention of the Union, provided the Union is given the opportunity to be present at formal discussions concerning the grievance. For a grievance filed by an individual employee who specifically requests that the presence of the Union not be permitted at any formal discussion of the grievance, the Union will not be permitted to be present. The Union shall promptly receive copies of written grievance decisions affecting employees in the unit whether or not they are representing the employee in the grievance proceeding.

Section 4. Employee Rights

- a. Many grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Department and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level.
- b. Each employee has the freedom to seek adjudication of a grievance without fear of interference, coercion, or reprisal. This principle applies equally to any employee taking part in the presentation or adjudication of a grievance. Any employee having evidence of a violation of this principle should bring it to the attention of the Deputy Assistant Secretary DGHR or his or her designee for investigation of the alleged violation and appropriate action.

Section 5. Grievance Files

Written material pertaining to individual employee grievances will be kept in separate files by grievant name or group grievance issue. These files will be maintained and safeguarded by CGFS/EX/ADO/HR and/or the Grievance Staff (HR/G) as appropriate. Access to these files will be limited in accordance with applicable law and regulation.

Section 6. Employee Grievance Procedures

- a. An employee grievance is a complaint by an employee or group of employees seeking relief personal to the employee(s). As set forth below, the formal grievance process begins with the Step 1 grievance and must be filed within thirty (30) calendar days of the alleged violation, or from the date the employee(s) or the Union on behalf of the employee(s) reasonably should have been aware of the alleged violation. Ongoing and continuous violations may be timely grieved at any time.

- b. Notwithstanding the requirement to file the Step 1 grievance within thirty (30) calendar days, the parties agree that informal discussion between the date of the alleged violation and the thirty (30) day deadline for filing the formal grievance are encouraged. In that vein, a unit employee, group of employees or with the employee's concurrence, the Union on their behalf may, but are not required to, first present the issue informally to the immediate supervisor or other appropriate official at the lowest possible level with authority to grant the relief requested (usually by email) during the initial 30-day period. The responsible official will respond (normally by email) within five (5) working days of receipt of the informal grievance.
- c. There are three (3) levels of formal grievances and they should be processed as follows:

- 1) **Step 1** - If the informal discussion period did not satisfactorily resolve the concerns of the employee(s), or the Union on their behalf has/have thirty (30) calendar days from the alleged violation, or from the date the employee(s) or the Union on behalf of the employee reasonably should have been aware of the alleged violation to reduce the grievance to writing and file it formally with the CGFS Deputy Executive Director in Charleston. The grievance should be clear as to the alleged violation and remedy sought, and provide any supporting documentation the grievant or representative deems relevant to the claim.

The CGFS Deputy Executive Director may designate an appropriate management official who has the authority to remedy the grievance to investigate and decide the grievance and will so inform the grievant(s), or when represented by the Union, the Union representative immediately upon such a designation. The Deputy Executive Director or designee may request to meet with the employee(s) – if such a request is made, the Union will have the right to designate a Union official or representative to be present during the meeting except as noted above in Section 3. The meeting must be scheduled to take place within ten (10) calendar days from the date the formal grievance was filed, except when a lengthier time period is agreed to by the employee(s) and/or Union and the Agency. The Deputy Executive Director or designee will provide a written decision on the grievance within ten (10) calendar days after the date of the meeting. If there is no meeting, then the written decision on the grievance will be issued within ten (10) calendar days after receipt of the Step 1 grievance. The decision will include any supporting documentation for the denial of a grievance.

- 2) **Step 2** - Within ten (10) calendar days of receipt of the Step 1 decision, the grievant may file a Step 2 grievance in writing with the Comptroller. This submission will include a clear statement of the alleged violation and the relief requested. It will also include all Step 1 written material and documentation, including the decision made at Step 1 with supporting documentation. The Comptroller may designate another management official to investigate and/or decide the grievance and will so inform the grievant(s) or, when represented by the Union, the Union representative immediately upon such a designation.

The Comptroller or designee may request to meet with the employee(s). If such a request is made, the Union will have the right to designate a Union official or representative to be present during the meeting as noted in Section 3. The Comptroller or designee is to provide a written decision within thirty (30) days from receipt of the grievance. If a meeting is held after the 20th day of this window, the Comptroller or designee will have an additional 10 days to respond to the grievance, not to exceed in any case forty (40) days.

- 3) **Step 3** – If the grievance is not settled at the previous step, the grievant(s) and/or the Union on behalf of the grievant(s) may within seven (7) calendar days after receipt of the written response submit the grievance to the DAS, DGHR. The submission will include the written

material exchanged at the previous steps. The DAS, DGHR may designate another management official to investigate and/or decide the grievance and will so inform the grievant(s) or, when represented by the Union, the Union representative immediately upon such a designation. The DAS, DGHR, or his/her designee, will review the record of the case and investigate as he/she sees fit (which may include meeting with the aggrieved employee and/or his/her Union representative, if any). If such a request is made, the Union will have the right to designate a Union official or representative to be present during the meeting as noted in Section 3. The DAS, DGHR or designee is to provide a written decision within thirty (30) days from receipt of the grievance. If a meeting is held after the 20th day of this window, the DAS, DGHR or designee will have an additional 10 days to respond to the grievance, not to exceed in any case forty (40) days.

Section 7. Union/Management Grievances

- a. In those instances where CGFSC alleges that a Union official or representative has violated this Agreement or where the Union alleges that CGFSC has violated this Agreement and the issue has not already been filed as an employee grievance, CGFSC or the Union may file written grievance within thirty (30) calendar days of the alleged violation or from the date CGFSC or the Union reasonably should have been aware of the alleged violation. CGFSC will file any such grievance with Union State First Vice President as appropriate, and the Union will file its grievance with the Comptroller.
- b. In any charge by the Union that the Agency violated 5 USC Chapter 71, the Union may submit the matter for consideration under this negotiated grievance procedure or as an unfair labor practice, but not both.
- c. The parties may elect to meet and discuss the grievance to try and reach resolution at any time during the thirty (30) day period before a response is required. The Comptroller may designate another management official to investigate and/or decide the grievance. The final response by the local First Vice President or the Comptroller or designee is due within thirty (30) calendar days of receipt of the grievance.
- d. Either party may invoke arbitration if the grievance is not satisfactorily resolved at this stage.

Section 8. Time Limits

- a. All time limits in this Article may be extended by mutual consent of the Parties.
- b. Failure of the responding official to observe the time limits at any step entitles the grieving party to proceed to the next step.
- c. Failure of the grieving party to submit a grievance within any of the given timeframes will waive that parties right to grieve the alleged violation or most recent decision on a grievance.

Section 9. Waiver of Grievance Steps

- a. Grievances challenging disciplinary or adverse actions shall be filed at Step 3.
- b. For grievances not challenging disciplinary or adverse actions, if the Step 1 or Step 2 grievance deciding official is the official who took the action being grieved (e.g. performance appraisal), the grievance shall commence at the lowest Step available so as to ensure that that official is not

designated as a grievance deciding official.

- c. For all other grievances, any step in the negotiated grievance procedure may be waived by mutual agreement between the Union and Agency. The request if being made by the Union must be made to the Chief Labor-Management Negotiator (HR/PC/LM) who will coordinate with the appropriate management officials. The request if made by the Agency, must be made with the Department of State AFGE First Vice President or designee.

Section 10. Procedures for Group Grievance

- a. These procedures in Section 10 apply when a grievance submitted by the Union under Section 7 claims a violation that affects more than one (1) employee. The Union is responsible for identifying the employees or group to which the grievance applies.
- b. If a resolution to the grievance is not reached between the parties under the procedures in Section 7, and arbitration has been invoked by either Party, upon request of either the Union or the Employer, the arbitrator may determine whether it is practical for the arbitration to proceed as a group arbitration. Any additional cost generated by this request will be paid by the requesting party. The arbitrator shall allow a group arbitration to proceed taking into consideration each of the following conditions below:
 - (1) The group is so numerous that joinder of separate arbitrations on behalf of all individuals named in the group grievance is impractical;
 - (2) There are questions of law or fact common to the group.
- c. If the arbitrator determines that it is not practical for the arbitration to proceed as a group arbitration, then the grievance will be remanded as individual grievances to Step 3 of the grievance procedure under Section 6.

Section 11. Arbitration

Any grievance not satisfactorily resolved under the formal grievance procedure in Section 6 may be referred by the Union to arbitration in accordance with Article 21. An employee cannot invoke arbitration. Any grievance between the parties under Section 7 of this Article may be referred to arbitration by the appropriate grieving party.

Section 12. Alternative Dispute Resolution

- a. At any time prior to filing a formal grievance at Step 1, the employee and the immediate supervisor or other appropriate official at the lowest level chain of command that has authority to grant relief requested may mutually elect to use the Department's Alternate Dispute Resolution (ADR) program to facilitate resolution of the dispute. The timeframe for initiating a formal grievance will be suspended during the pursuit of ADR. If a group grievance is brought to ADR, the Union has right to designate a representative to be present at the ADR session(s). For a grievance filed by an individual employee who specifically requests that the presence of the Union not be permitted at any ADR session(s), the Union will not be permitted to be present.
- b. It is agreed by the parties that ADR is not appropriate for disputes involving contract interpretation issues or where settlement may result in a change in personnel policy, practices or general conditions of employment.

- c. Upon agreeing to pursue ADR, the employee and/or the immediate supervisor or other appropriate official involved will notify the Department's Office of the Ombudsman. The ADR specialist assigned will notify HR/PC/LM of the matter in dispute to ensure that the dispute is appropriate for ADR. If it is determined by HR/PC/LM that the matter is not appropriate for ADR, HR/PC/LM will simultaneously notify the ADR specialist, the employee and/or Union representative, if any, and the immediate supervisor or other appropriate official involved. All involved in this ADR process will ensure timely and efficient completion.
- d. The ADR process is completely voluntary and confidential. At any point during the ADR process, either the employee or the immediate supervisor or other appropriate official involved may elect to terminate the process.
- e. The parties agree to cooperate with the efforts of the mediator once ADR is elected. Cooperation does not imply agreement.
- f. All communications during ADR are confidential and may not be used as evidence in any proceedings by any party for any purpose, including in any further grievance or arbitration proceeding on the matter in dispute. Any recommendations of the mediator shall not be used as evidence in any proceedings for any purpose, including in any further grievance or arbitration proceeding on the matter in dispute.

ARTICLE 21 **ARBITRATION**

Section 1. Right to Arbitration

A Grievance may be referred to arbitration only by the Department or the Union, and only after exhausting the procedures outlined in Article 20, Negotiated Grievance Procedure.

Section 2. Requesting an Arbitrator

- a. A grievance processed under Article 20 of this Agreement may be referred to arbitration as provided for in this Article. Such referral shall be made within twenty (20) days after receipt of the written decision rendered in the final step of an action processed under Article 20.
- b. A copy of the request for the arbitration services of the Federal Mediation and Conciliation Service (FMCS) shall be sent to the other Party. If an unresolved grievance is not referred for arbitration within the twenty (20) day time limit, it shall be deemed satisfied or denied.

Section 3. Selection of Arbitrator

Within ten (10) working days after receipt of the list from the FMCS, the parties will meet to select an arbitrator. If they cannot agree upon one of the arbitrators on the list, the Department and the Union will each alternately strike one name from the list until only one arbitrator's name remains. The remaining name shall be the only and duly selected arbitrator. A flip of the coin will determine which party strikes the first name. If the parties mutually agree, they may ask FMCS to submit a new list of arbitrators.

Section 4. Fees and Expenses

The arbitrator's fees and all expenses in connection with an arbitration inquiry or hearing shall be borne equally by the parties. Travel and/or per diem costs shall not exceed those authorized by applicable Department regulations. When a transcript is ordered and/or used by both parties, the cost shall be borne equally by both parties. If only one (1) party requires a transcript of the hearing, then only that party shall be entitled to a copy of the transcript and will bear all costs involved.

Section 5. Question of Arbitrability

Questions that cannot be resolved by the parties as to whether a Grievance is based on a matter subject to the Negotiated Grievance Procedure, including issues of timeliness, will be referred to an arbitrator for decision prior to any presentation on the merits. If the threshold question of arbitrability is answered in the affirmative, usually the parties will refer the merits of the case to the same arbitrator for decision. By mutual consent, the parties may decide to use a different arbitrator.

Section 6. Arbitration Process

- a. Normally, the arbitration process will consist of a hearing convened and conducted by the arbitrator, at which time the facts relevant to the issue are developed and established.
- b. In place of a hearing, the parties may mutually agree that the arbitrator will use one (1) of the following processes:

- (1) A "stipulation of facts," when the parties agree on the facts of the issue. In this case, all data and documentation are jointly submitted to the arbitrator; or
 - (2) an "arbitral inquiry," in which the arbitrator makes such inquiries as he or she deems necessary (e.g., inspecting work sites, taking statements, etc.).
- c. The arbitration hearing or inquiry will be held on CGFSC premises or other mutually agreed upon site. Hearings will be held during the regular business day.
 - d. An employee of the unit covered by this Agreement serving as the grievant's representative, the grievant, and any employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.
 - e. Unless agreed otherwise by the parties or ordered by the arbitrator, the parties agree to exchange a list of witnesses, a list of exhibits, and a pre-hearing statement of proof at least fourteen (14) days prior to an arbitration hearing. If a party intends to call an expert witness, an expert witness report must be provided fifteen (15) days in advance of the hearing.
 - f. To the extent possible, the parties should stipulate the issue to be decided by the arbitrator and the remedy sought to present to the arbitrator as a signed agreement between the parties.
 - g. To the extent possible, the parties should stipulate as to joint exhibits to be presented to the arbitrator as a signed agreement between the parties.
 - h. The parties are urged to resolve any disputes concerning the exchange of information and documents between themselves, but, if a resolution is not possible, the disagreement should be presented to the arbitrator promptly. The arbitrator will decide whether further written explanation of the dispute is necessary and whether a hearing (either in person or by telephone) relating to the dispute is required.

Section 7. Time Limit

The arbitrator will be requested to render his/her decision and proposed remedy to the Department and the Union as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties agree otherwise.

Section 8. Arbitrator's Authority

- a. An arbitrator selected under this article is obligated to recognize that he or she is serving within the context of Federal law and applicable regulation involving Federal service employees. The arbitrator is obligated to consider the precedence of the decisions of the Federal Labor Relations Authority, U.S. Merit Systems Protection Board and courts of competent jurisdiction in determining a ruling and a remedy for cases presented to them.
- b. An Arbitrator selected under this article agrees to be bound by the *Code of Professional Responsibility for Arbitrators* and Federal Mediation and Conciliation Service (FMCS) *Arbitration Policies and Procedures* in effect at the time of selection. At the time of this writing, these documents may be found at the website of the FMCS (<http://www.fmcs.gov>).
- c. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in

any way the provisions of this Agreement.

Section 9. Arbitrator's Authority in Disputes Over the Agreement

The arbitrator shall have the authority to interpret and define the explicit terms of this Agreement as necessary to render a decision as set forth. He or she shall have no authority to add or to modify any terms of this Agreement.

ARTICLE 22
HOURS OF WORK AND
COMPENSATION

Section 1. General

In applying the applicable laws and regulations governing hours of work and compensation, CGFSC will use its delegated authority to meet the complex requirements of its mission with efficiency and equity. Employees are responsible for adhering to their work schedules, including arriving and departing at scheduled times and dedicating the time and effort necessary to complete assignments efficiently.

Section 2. Hours of Duty

- a. Hours of duty shall be scheduled in accordance with 5 CFR 610 and 3 FAM 2330.
- b. Each daily tour of duty must include a lunch period of forty-five (45) minutes during which the employee will be excused from duty unless an office has been granted an exception by the Director General (DGHR) to work a straight eight (8) hour shift due to the nature of their work. The lunch period will be scheduled as near the middle of the workday as possible. Ordinarily, the lunch period will not be scheduled during the first or last two (2) to three (3) hours of the workday.
- c. An interval of at least twelve (12) hours will be provided between tours of duty, unless emergency conditions necessitate a lesser period or to accommodate an employee's preference. AFGE Local 1534 will be informed promptly of such emergency conditions.
- d. When CGFSC finds it necessary to seek an exception to the stated requirements in establishing hours of duty to meet operational requirements, CGFS/EX/ADO/HR will consult with AFGE Local 1534 prior to implementation of such exception.

Section 3. Overtime

- a. It is understood that Management has the right to make overtime assignments when work circumstances warrant. In accordance with 5 CFR 610, as much reasonable notice as practical will be given to employees whenever emergency overtime duty appears necessary. To the extent possible, volunteers will be sought to work the emergency overtime. When possible and suitable, management will copy AFGE with a general notice impacting a large number of bargaining unit employees.
- b. Overtime shall be assigned fairly and equitably among qualified employees.
- c. In accordance with timekeeping procedures, each supervisor who is responsible for assigning overtime will ensure a record of such overtime is kept.
- d. Consistent with work requirements, the Department will establish work schedules which may, subject to the criteria set out in 5 CFR 610 and 610.121 (a), include different beginning and ending times within the basic workweek.
- e. Employees are not entitled to make determinations on working overtime nor are they

entitled to work overtime. Overtime must be approved and scheduled in advance before performed by the employee assigned.

- f. Whenever an employee believes that work schedules are being unfairly arranged, he or she may request an AFGE Local 1534 representative to consult with the unit supervisor or other official responsible for such schedules and to seek an equitable adjustment, if necessary.

Section 4: Procedures for Overtime

- a. The Parties agree that all BUEs will adhere to their regular daily scheduled arrival and departure times and the hours of work they are scheduled to perform. With the exception of situations that could not be anticipated in advance, no overtime work will be performed without written authorization in advance from management. An employee is deemed to be officially “scheduled” to perform overtime work on a specific date and time as of the date that management signs the DS-3065 authorizing that work.
- b. The Parties agree that all regular and irregular overtime work that can be anticipated prior to its performance must be authorized in writing in advance. Form DS-3065 will be completed by the employee and signed by both the employee and management prior to the performance of such overtime work. All regular overtime work in a pay period may be authorized on a single form.
- c. The following information will be included in the authorization form:
 - (1) Date(s) and time(s) the overtime work is to be performed
 - (2) The number of hours approved
 - (3) The type of work to be performed (e.g., outreach, adjudication, etc.)
 - (4) The type of overtime authorized (regular or irregular)
 - (5) The type of compensation requested and/or approved
 - (6) The signatures of the employee and supervisor (and authorizing official when one is required)
 - (7) The date of the approval of the overtime work
- d. The Parties agree that when a BUE has performed unanticipated, irregular overtime work, the employee must document that work on a DS-3065 when the work is completed and submit the form for review and approval by the supervisor no later than the close of business on the next day the employee reports for work at the agency.
- e. The Parties agree that an employee requesting a change in the dates or times of overtime hours already scheduled and approved via a DS-3065 must do so in writing in advance. That request can be in the form of an email to the supervisor requesting the change. Supervisory approval for such a change may also be in the form of an email.

ARTICLE 23
ALTERNATIVE WORK SCHEDULES

Section 1. General

The Alternative Work Schedule (AWS) allows CGFS to provide employees an opportunity to use flexible and compressed work schedules where applicable and when approved. CGFS may apply the use of AWS within the parameters established under 5 USC 6120-6133, 3 FAM 2330, and for bargaining unit employees covered by this Agreement, provisions within this Article, to include a credit hours schedule. Individual Office AWS plans are not required to include all parts of the options available to them (see 3 FAM 2330), but they cannot exceed what is contained in law, regulation or where applicable, this Article. If CGFS plans to modify its AWS program, it must notify AFGE Local 1534 and negotiate as appropriate prior to implementing that modification. Any termination of an AWS policy within CGFS must be pursued under 5 USC 6131 requiring notification to AFGE with a duty to bargain as appropriate.

Section 2. Participation

Responsibility for the success of flexible and compressed work schedules must be shared equally between the supervisor and employee. Participation in an AWS plan is voluntary and no supervisor or employee may force another employee to join the plan. An employee who elects not to be on a flexible or compressed work schedule should suffer no personal hardship as a result of another employee being approved for a flexible or compressed work schedule (e.g. increased workload, denial of leave).

Section 3. Procedures

- a. If an employee wishes to participate in the AWS program, he/she must submit a written request to his or her immediate supervisor for approval. CGFSC may develop its own written request format. The supervisor will make a reasonable effort to approve the AWS schedule requested by each employee or provide written justification as to why the request cannot be approved. A supervisor may deny a request if he/she determines that the AWS will have an adverse impact on the business needs of the office, productivity, service to the public or efficiency in carrying out its mission.
- b. Employees who wish to withdraw from a flexible or compressed work schedule and convert back to the Department's standard workweek may do so with two (2) weeks written notice to their immediate supervisor unless emergency medical or compelling need exists. At AFGE's request, CGFSC will provide names of employees who removed themselves from AWS during a given time period.
- c. Other reasons for denying a request may be based on reasons for rescinding AWS opportunity as described in Section 5.
- d. A CGFSC directorate may temporarily suspend AWS work schedules due to mission requirements during peak periods or during an emergency, including workload demands. If that temporary suspension is expected to exceed three (3) pay periods, AFGE must be notified and given an opportunity to fully negotiate.

Section 4. Requirements of the Plan

- a. An employee who chooses not to participate in the program continues on the CGFSC administrative workday schedule, arriving at 8:15AM and departing at 5:00 PM, Monday through Friday.
- b. CGFSC core hours are from 9:00 AM through 3:00 PM. Employees on AWS may not arrive later than 9:00 AM or depart prior to 3:00 PM.
- c. Each employee who is scheduled to work more than six (6) hours in a workday is required to take an uncompensated forty-five (45) minute lunch break. This lunch break must be figured into the employee's work schedule and must be scheduled between 11:00 AM and 2:00 PM
- d. A full-time employee must account for eighty (80) hours per pay period including actual hours worked, leave taken, and paid holidays.
- e. Supervisors are responsible for time, attendance and productivity of employees under their supervision.
- f. Other requirements of the AWS plan including timekeeper responsibilities are contained in 3 FAM regulation.

Section 5. Criteria for Modification or Restriction of AWS

- a. The Union does not need to be notified when an individual employee either voluntarily agrees to temporarily suspend use of AWS for work situations or the office requests the employee to do so and they accept. Written agreement indicating the date the employee will return to the previous AWS schedule shall be provided if the employee requests such a written commitment. Upon written request, CGFSC will provide AFGE with a list of employees who volunteered or accepted in this regard during a specified time period.
- b. Any AWS opportunity may be discontinued or modified for an individual employee by the immediate supervisor for any of the following reasons:
 - (1) Abuse of flexible or compressed work schedules such as unapproved absences, frequent tardiness or other misconduct.
 - (2) Placement on Leave Restriction will automatically terminate use of AWS.
 - (3) Temporary suspension necessary so that the employee can participate in formal or on-the-job training.
 - (4) Requirements for close supervision of employees with deficiencies in performance. An employee so notified must be provided two (2) weeks notice of intent to suspend/restrict, the effective date AWS is suspended/terminated, and the set schedule the employee is to work.
- c. Justifications for modifications or restrictions may be reviewed upon a change in the conditions that resulted in the AWS being discontinued or modified.

ARTICLE 24 LEAVE

Section 1. General

All matters relating to leave, including those covered by this Article, are governed by applicable laws and regulations, including Chapter 63 of Title 5 United States Code, Part 630 of Title 5 Code of Federal Regulations, and the Department's 3 FAM 3300, 3 FAM 3400 and 3 FAM 3500 and corresponding 3 FAH-1 sections. In the event of conflict between these laws and regulations and the provisions of this Article, or with respect to matters on which this Article is silent, the former shall control.

Section 2. Annual Leave

- a. The use of annual leave, as provided by applicable law, is an entitlement; however, the scheduling of annual leave is granted subject to the needs of CGFSC management.
- b. CGFSC management has the primary responsibility for scheduling and approving leave. It is the responsibility of supervisors and employees to consult so that leave may be scheduled fairly and equitably and to avoid forfeiture of annual leave. Employees should schedule available annual leave every year in order to allow for rest and recreation away from the worksite. Leave for vacations should be requested as early in the year as possible so supervisors can set the schedule. Where employees request well in advance vacation leave, CGFS management will inform the employee normally within one (1) week, but no more than two (2) weeks, that the desired time for annual leave has been approved or denied. This does not prevent employees from requesting leave at other times of the year.
- c. Reasonable efforts consistent with the needs of CGFSC management and equity to other employees will be made to satisfy the desires of employees with respect to requests for more than two (2) consecutive weeks.
- d. Requests for annual leave for emergency or unforeseen reasons will be considered on an individual basis. **However, the approval of leave cannot be presumed by an employee.** In an emergency which could not be anticipated in advance, the employee must contact his/her supervisor or the supervisor's designated representative, either in person, by phone or email, normally before the employee's shift begins but reasonable consideration will be given to justifiable reasons for not being able to notify until a later time. Employees must make every effort to notify the supervisor or supervisor's designated representative as soon as possible. If neither the supervisor nor the designated representative is available or answers the phone to approve the leave request, the employee must leave a message with the telephone number where he/she can be reached. In cases where the employee's record establishes a pattern of emergency leave usage or abuse of leave, failure to obtain the supervisor's permission may result in an employee's absence being charged to Absence Without Leave (AWOL) and disciplinary or other administrative action taken as the circumstances may warrant.
- e. The Parties recognize that it is in the employee's interest to maintain a reasonable balance of annual leave for emergency purposes; however, no employee shall be required to maintain a minimum annual leave balance.
- f. Forfeited annual leave which had been scheduled and approved in advance may be restored to the employee if he/she is unable to use the leave, and if the leave could not be rescheduled, prior to the end of the leave year because of exigencies of the public business, documented sickness of the

employee during scheduled annual leave, or administrative error. The request for the restoration of forfeited leave must be requested in writing and approved by an authorized official. The leave must have been scheduled (but not necessarily scheduled to be taken) prior to the end of Pay Period 23 of the relevant leave year.

Section 3. Sick Leave

- a. Sick leave shall be granted to employees for any of the following reasons:
 - (1) When the employee is incapacitated for the performance of duty by physical or mental illness, injury, pregnancy, or childbirth;
 - (2) For medical, dental, or optical examination or treatment;
 - (3) To provide care for a family member with a serious health condition, or for bereavement purposes;
 - (4) When the health authorities having jurisdiction or a health care provider determines that the employee would jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
 - (5) Any other reason listed in 3 FAM/FAH 3420 and 5 C.F.R. 630.401(a); or
 - (6) For those purposes related to adoption set forth at 5 C.F.R. 630.401(a)(6)
- b. An employee who is absent because of illness will notify the appropriate supervisor as early as practicable on the first day of the illness, either in person, by phone or email, normally before the employee's shift begins but reasonable consideration will be given to justifiable reasons for not being able to notify until a later time. If neither the supervisor nor the designated representative is available or answers the phone to approve the leave request, the employee must leave a message with the telephone number where he/she can be reached. It is understood that, in extenuating circumstances, an emergency situation may preclude an employee from this reporting requirement. Consideration will be given to an employee if the nature of the illness precludes such personal notification. The employee is required to call in each day absent because of illness as outlined above.
- c. Requests for sick leave for routine medical, dental or optical examinations or treatment will be submitted for approval prior to the beginning of leave.
- d. Employees shall not be required to furnish a medical certificate to substantiate requests for approval of sick leave unless:
 - (1) An absence exceeds three (3) work days; or
 - (2) The employee has been placed on leave restriction; or
 - (3) When the employee has established an unusual and questionable pattern of sick leave usage and there is reasonable doubt as to the validity of the claim to such leave. Failure of the employee to submit an acceptable medical certificate or to provide an acceptable reason for the lack of one may result in the absence being charged to AWOL and appropriate disciplinary action initiated.

- e. Subject to law and regulation (see 3 FAM/FAH 3420), sick leave may be advanced for serious disability or ailment of the employee, for bereavement purposes, or to care for a family member with a serious health condition, or for purposes relating to the adoption of a child. A maximum of thirty (30) days sick leave may be advanced under these circumstances. Applications for advanced sick leave must be supported by a medical certificate signed by a physician or practitioner. Advance of sick leave is contingent upon the reasonable expectation that the employee will return to work upon recovery. Consistent with the policies and requirements in the 3 FAM, requests for advanced sick leave up to eighty (80) hours can be approved by the supervisor. Request for advanced sick leave above eighty (80) hours must be forwarded by the authorizing supervisor through CGFS/EX/ADO/HR to the Executive Director, CGFS, for approval.

Section 4. Leave for Family Care Purposes

- a. In accordance with legal and regulatory authorities (including 3 FAM/FAH 3420), accrued sick leave will be granted for up to (104 hours) each leave year for the following:
 - (1) To provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment; or;
 - (2) To make arrangements necessitated by the death of a family member or attend the funeral of a family member. A total of (480 hours) (including the 104 hours above) of sick leave per leave year are allowed to care for a family member with a serious health condition. Maximum hours are prorated for part-time employees (see 3 FAM/FAH 3420). For the purposes of this subsection, the definition of a family member is that set forth at 5 C.F.R. §630.201, and includes an individual with any of the following relationships to the employee:
 - (a) Spouse, and parents thereof;
 - (b) Children (including adopted, step, and foster children) and spouses thereof;
 - (c) Parents, and spouses thereof;
 - (d) Brothers and sisters, and spouses thereof;
 - (e) Grandparents and grandchildren, and spouses thereof;
 - (f) Domestic partner and parents thereof, including domestic partners of any individual in paragraphs (b) through (e) of this definition; and
 - (g) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Leave must normally be requested and approved in advance with acceptable evidence in accordance with applicable laws and regulations. See Subsection 3e regarding advance of sick leave.
 - (3) Per the Family & Medical Leave Act (5 U.S.C. § 6382 *et seq.* [*see also* 3 FAM 3530]), eligible Employees may use up to twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for the following:
 - (a) Because of the birth of a son or daughter of the employee and in order to care

For such son or daughter;

- (b) Because of the placement of a son or daughter with the employee for adoption or foster care;
 - (c) In order to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - (d) Because of a serious health condition that makes the employee unable to perform the functions of his/her position; and/or
 - (e) Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
- b. An employee is responsible for invoking his or her entitlement to the FMLA. If the employee's absence is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment, the employee shall provide notice to the supervisor of his or her intention to take leave or leave without pay not less than thirty (30) calendar days before the date the absence is to begin. If one of these events requires the absence to begin within thirty (30) calendar days, the employee shall provide notice as soon as is practicable. In all cases, an employee must invoke entitlement to Family and Medical Leave as soon as possible and provide CGFSC management with acceptable medical certification from the health care provider in accordance with 3 FAM 3530, Subpart L of 5 C.F.R. Part 630. An employee may substitute annual or sick leave in lieu of the unpaid leave. An employee is not eligible if he/she has less than one (1) year civilian service with the government, is serving on a temporary appointment with a time limitation of one (1) year or less, or is intermittent employee as defined in 5 C.F.R. §340.401(c).
- c. Pregnancy/childbirth is considered a serious medical condition and is subject to the same regulations on leave as other serious medical conditions. After delivery and recuperation, the employee may want a period of bonding or need to make arrangements for the care of the child. The employee may invoke the Family Medical Leave Act as noted in (3) above and take up to twelve (12) weeks of leave without pay. The twelve (12) weeks may be in addition to any sick leave taken by the employee for delivery and recuperation. The father may also use sick leave to care for the recovering spouse, and in addition, invoke the FMLA for up to twelve (12) weeks to bond with the new baby. Additional annual leave may be requested for consideration by the supervisor. ADOPTION: Provisions for leave under this article apply to employees who become adoptive parents (see 3 FAM/FAH 3420 and 3 FAM 3530).

Section 5. Military Leave

- a. In accordance with and as provided by 5 U.S.C. § 6323, permanent or temporary indefinite employees earn fifteen (15) days of military leave per fiscal year for active duty, inactive duty training, or engaging in training as a Reservist of the armed forces or member of the National Guard. All full-time career employees and limited appointees whose appointments are for one year or more are entitled to military leave when official orders and a completed leave slip are presented to the leave-approving officer as appropriate. Military leave is prorated for part-time career employees and employees on an uncommon tour of duty. To the extent it is not used, military leave accumulates for use in the succeeding fiscal year until it totals fifteen (15) days at the beginning of a fiscal year. Except as provided in 3 FAM 3442 b and d, an employee may

carry over a maximum of fifteen (15) days into the next fiscal year, not to exceed a total of thirty (30) workdays in a fiscal year. In addition, twenty-two (22) workdays of military leave per calendar year shall be authorized for emergency duty as ordered by the President or State governor. This may be for law enforcement or protection of life and property.

- b. If an employee is called to active duty as a member of the National Guard or Reserves, he/she will be granted military leave, annual leave or LWOP as requested and those granted such leave in such circumstances will suffer no adverse effect on his/her performance rating. Employees shall submit a completed leave slip; submission of a copy of orders is not required beforehand, though it is required upon return to duty. However, the Employee should give as much advanced notice of military duty as possible.

Section 6. Administrative Leave or Excused Absence

Administrative leave may be granted to employees for a number of purposes, including participation in such civic activities as blood donations, Federally recognized civil defense drills (not to exceed forty [40] hours in any calendar year), and voting in accordance with applicable law and regulation. Administrative leave may also be granted to employees for attendance at conferences and conventions when it is in the Department's and/or CGFS's interest and is approved by the Comptroller, CGFS through the Managing Director. Administrative leave may also be granted when the activity shuts down due to circumstances beyond the agency's control for a short period of time. Instances involving a threat or potential threat to safety and health, such as civil unrest or riots, along with snow storms, floods, lack of heat or electricity and similar events are examples of situations when this type of leave may be appropriate. When there is a Department-wide or CGFS-Wide notice granting early release of employees (usually around the Thanksgiving or the Christmas holidays) local management will determine (based upon workload demands and staffing issues) the number of employees required to remain as part of the "skeleton crew."

Section 7. Holidays

Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order. If the holiday falls on a non-workday, the holiday will be observed according to the provisions of 3 FAM 2336.2.

Section 8. Leave Without Pay (LWOP)

Employees who do not have leave to their credit and wish to take leave for emergencies or other reasonable purposes may request leave without pay. Eligibility for leave without pay is not dependent on a specific length of service, and may be authorized whether or not the employee has annual leave to his credit. Advanced sick leave or advanced annual leave will be considered in accordance with OPM regulations. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, and to reservists and National Guard personnel for military training duties officially ordered by the reservist's unit and for which military leave is not available. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting action on a retirement or Official Workers Compensation (OWCP) claim, and for other reasons. Consistent with the policies and requirements in the 3 FAM, supervisors having authority to approve annual and sick leave may approve requests for LWOP for up to eighty (80) hours whenever work load permits and it is deemed advisable and in the interest of the mission. Request for LWOP in excess of eighty (80) hours must be made in accordance with 3 FAM 3500.

Section 9. Court Leave

In accordance with 3 FAM 3450, CGFSC will allow the employee to fulfill the citizenship duties of jury duty, and to serve as a witness for the Federal, state or local government. These court-related absences will be charged to Administrative Leave.

Section 10. Leave Usage and Tardiness

Leave usage shall be charged in increments of fifteen (15) minutes. Supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of individual employees. Each case shall be considered on its merits.

Section 11. Leave Restriction

- a. Leave restriction is a non-disciplinary action designed to assist the employee to overcome his/her inability to manage leave. In this regard, CGFSC management will make efforts to assist employees who have established a pattern of leave misuse/abuse. CGFSC management recognizes that leave use is not synonymous with leave abuse.
- b. When a supervisor determines that an employee has established a leave pattern that indicates possible misuse or abuse, the supervisor should counsel the employee and, if appropriate, assist him/her in developing methods for reducing leave usage. In addition, the supervisor will notify the employee verbally and in writing and, when appropriate, establish a date for expected improvement. If the employee fails to improve, the supervisor will request the issuance of a letter of leave restriction. Non-compliance with the letter of leave restriction may result in disciplinary action up to, and including, removal.
- c. Leave restriction will be imposed for a period of six (6) months with a supervisory review after three (3) months. If there is significant improvement, the employee may be removed from leave restriction and he/she will be notified in writing accordingly. Continued abuse or failure to improve, however, will result in continued leave restriction and/or a recommendation for disciplinary action up to, and including, removal.
- d. While on leave restriction, all sick leave for medical appointments, regardless of the amount requested, must be requested by submitting a completed OPM Form 71, Application for Leave, at least two (2) full workdays in advance and fully explain the need for leave. When it is not possible to request two (2) days in advance, the supervisor will fully consider the circumstances of the particular case before making a decision on the request. A medical certificate must be provided in accordance with 3 FAM 3400 and/or the applicable leave restriction requirements.

Section 12. Shared Voluntary Leave Program (Voluntary Leave Bank and Leave Transfer Programs)

- a. An employee can participate in both shared leave programs, **Voluntary** Leave Bank Program (VLBP) and **Voluntary** Leave **Transfer** Program (VLTP) concurrently as long as they meet the requirements for each program. When applying concurrently to both programs, the applications for the **Voluntary** Leave Bank Program will be considered prior to the application for the **Voluntary** Leave **Transfer** Program.
- b. An application to become a leave recipient in VLBP or VLTP programs is approved only when it is determined that the employees absence from duty without available paid leave because of the medical emergency will be or is expected to be at least 24 hours, or in the case of a part-time

employee or an employee who has an uncommon tour of duty, at least 30 percent of the average number of hours in the employees biweekly scheduled tour of duty.

- c. Once an application has been approved under the VLBP and VLTP, annual leave contributions from leave contributors may be used to liquidate indebtedness for advanced annual or sick leave used for the medical emergency, or may be substituted retroactively for the period of the medical emergency of leave without pay.
- d. Donated annual leave previously *transferred* to an employee under the VLTP must remain to the credit of the employee who later becomes a leave recipient in under the VLTP, subject to 3 FAM 3348.4-3.
- e. Donated annual leave under the VLTP and VLBP may not be used to bond with or care for a healthy child; to care for a child with a routine illness; to take a child to medical, dental, or optical appointments or well-baby doctor visits; for purposes relating to adoption or foster placement of a child; or for any other reasons other than a qualifying medical emergency.
- f. Sick leave may not be donated under the VLTP or VLBP.

Section 13. Office Closings

- a. At all times employees are to presume that their office will be open as scheduled. In the event of unscheduled closures of federal agencies, offices, or establishments, employees not required to be at their assigned work station or worksite (or at another designated location), may be granted an excused absence. CGFSC management will make reasonable efforts to notify employees as to how they will be informed of an office closing, for example, by indicating which radio station or TV channel will carry an announcement of an office closing. When office closings exceed one workday, CGFSC management may further excuse employees consistently with applicable laws, rules and regulations. CGFSC management agrees to make a reasonable and responsible effort to monitor any ongoing threat to the safety and security of employees during the work hours, and to keep them informed of any relevant situation as it changes (e.g., during poor weather or civil unrest).
- b. **Employees on Pre-Approved Paid Leave When Federal Offices Are Closed**
To conform with OPM's 2014 change in operating procedures, the State Department closure operating status announcement will no longer state that all non-emergency employees on pre-approved paid leave receive excused absence. **An employee on pre-approved paid leave will generally remain on leave if the Federal office at which the employee works is closed.** However, if the employee is scheduled to use sick leave for a medical appointment and that medical appointment is cancelled, the legal basis for the sick leave has been eliminated and the sick leave must be cancelled. Employees may reference Department guidance at <http://www.state.gov/m/dghr/220010.htm#q>

Section 14. Religious Observance

- a. In order to meet the Employer's legal obligation under Title VII of the Civil Rights Act of 1964 to provide reasonable accommodation to employees for religious purposes, leave approving officials shall grant annual leave to permit bargaining unit employees to participate in their personal religious observances unless to do so would create an undue burden upon the Employer. Such absences will be charged to annual leave or to compensatory time off or, if the employee has neither, to leave without pay.

- b. To the extent that it does not interfere with the efficient accomplishment of the mission, an employee may, with the approval of the supervisor, elect to work compensatory overtime for the purpose of taking time off without charge to leave when personal religious beliefs require that an employee abstain from work during certain periods of the workday or workweek. The employee may request to work such compensatory overtime before or after the compensatory time off has been granted.
- c. The premium pay provisions of the Fair Labor Standards Act (FLSA) do not apply to compensatory work performed by an employee for this purpose.

ARTICLE 25
WORK
SPACE

Section 1. General

- a. CGFSC recognizes that sanitary and ample work space can have a significant impact on the efficiency of its operations. The Department follows 6 FAM 1700 to implement the Quality Workplace Environment Program. The goal of this program is to increase efficiency and provide a safe working environment, while reducing the cost of Federal work space. CGFSC will work with A/OPR and AFGE to assure that there is adequate space for employees to do their jobs.
- b. The Department guidelines for the assignment of space follow guidelines contained in the GSA Federal Property Management Regulations, 41 CFR Part 102-79 and the GSA Public Building Service Customer Guide to Real Property and can be found at 6 FAM 1700. CGFSC also will ensure that the work space conforms to all applicable local building codes and that work space configurations will conform to applicable safety and health codes and 6 FAM 1711 paragraph A.
- c. CGFSC and AFGE Local 1534 recognize and agree that GSA and/or tenant restrictions may impose limitations on space options.

Section 2. Adverse Working Conditions

The Comptroller, CGFS, or designee, may allow for administrative leave for a reasonable period due to extreme climatic conditions, civil disturbance, or breakdown of heating or cooling systems in accordance with 3 FAM 3464.1(10). CGFSC will continue to follow OPM guidelines that state, "dismissal due to unusual employment or working conditions created by a temporary disruption of air cooling or heating systems should be rare." Individual employees, who state they are affected by the levels of temperature to the extent that they are incapacitated for duty, or that continuance on duty would adversely affect their health, may be granted annual or sick leave.

Section 3. Maintenance of Sanitary Facilities

All work spaces, toilets, washrooms and locker areas shall be maintained in a clean and sanitary condition. Proper lighting and ventilation will also be maintained. AFGE Local 1534 agrees that full employee cooperation is essential for maintaining satisfactory sanitary facilities.

ARTICLE 26
SAFETY, HEALTH AND SECURITY

Section 1. General

Safeguarding the lives and physical safety of all CGFSC staff is an important responsibility of the Employer. The Employer is committed to provide and maintain safe and healthful working conditions for employees in accordance with the following laws, rules and regulations:

- a. The Occupational Safety and Health Act of 1970 (P.L. 91-596);
- b. Executive Order 12196, Occupational Safety and Health Programs for Federal Employees;
- c. Department of Labor Regulations on Federal Employee Occupational Safety and Health Program (29 CFR 1960);
- d. Occupational Safety and Health General Industrial Standards and Interpretations (29 CFR 1910);
and
- e. Domestic Environmental and Safety Division (DESD) Environmental and Safety Guides.

Section 2. Safety and Health

The Safety/Health and Environmental Management Program (SHEM) is directed to the protection and conservation of the Department of State to include CGFSC. CGFS/EX/ADO will maintain an liaison with SHEM to include periodic evaluation of CGFSC physical and environmental conditions. CGFS/EX/ADO agrees to consult with AFGE, at its request, regarding Safety and Health issues at CGFSC to include findings and reports of workplace inspections, plans to abate hazards and responses to allegations of hazardous conditions and/or safety and health program deficiencies. AFGE may request through CGFS/EX/ADO an appropriate investigation to be conducted by OSHA.

Section 3. Reporting Unsafe Conditions

The Employer shall encourage employees to work safely and to report any unsafe or unhealthful conditions to the employee's immediate supervisor.

Section 4. Safety Inspections

The Employer shall conduct an annual safety inspection of all areas occupied by unit employees. When safety inspections are made pursuant to OSHA or other statutes, or Departmental regulations in areas where unit employees work, the Union will be notified of said inspection. The Employer agrees to provide the Union with a copy of all reports of safety inspections. Upon request, the Employer agrees to provide the Union statistical summaries of accident reports.

Section 5. Employee Rights

The employee has the right:

- a. To have access to copies of the Department's safety standards and injury and illness statistics;

- b. To comment on occupational safety and health standards which the Employer follows or proposes;
- c. To report and request inspections of workplaces which the employee believes to be unsafe or unhealthful, without fear of coercion or reprisal; and
- d. To appeal to the Safety Director or the Assistant Secretary for Administration if the employee disagrees with the final disposition by the Department concerning working conditions reported as unsafe or unhealthful.

Section 6. Allegations of Reprisal

No employee shall be subject to restraint, interference, coercion, discrimination, or reprisal because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to Section 19 of the Occupational Health and Safety Act of 1970 or to Executive Order 12196, or because such employee has participated in or is about to participate in any such proceeding, or because of the exercise by such employee on behalf of himself, herself, or others any right afforded by Section 19 of the Act or Executive Order 12196. These rights include, among others, the right of an employee to choose not to perform his or her assigned task because of a reasonable apprehension of health risk or serious injury coupled with a reasonable belief there is insufficient time to seek effective redress through established hazard and abatement procedures.

Section 7. Training

CGFSC agrees to provide appropriate safety and health training for employees responsible for conducting safety and health inspections and to continue to instruct and train employees who are called to work in jobs or with machines which may be hazardous and with which they may be unfamiliar.

Section 8. Safety of the Employees

- a. Management will take reasonable steps to ensure the safety of all employees. The Employer agrees to make a reasonable and responsible effort to monitor any ongoing threat to the safety and security of the employees during the work hours, and to keep them informed of the situation as it changes (e.g., during poor weather or civil unrest).
- b. When the Employer determines that it is necessary to release employees, the Employer will make every effort to do so in a timely manner (taking transportation conditions into consideration).

Section 9. Job-Related Injury/Illness

In the case of job related injury/illness, the appropriate Employer representative will explain to the employee the rights and options available under the Federal Employee's Compensation Act. The Employer representative will supply the employee with the appropriate claim forms and assist the employee in the completion of the forms. Employee submitted forms will be promptly forwarded to HR/ER for proper handling and disposition. The Employer will ensure that employee-submitted forms and forms that must be completed by the Agency are promptly forwarded to the appropriate District of the Office of Workers' Compensation Program.

Section 10. First Aid/CPR

The Parties will encourage employees and Employer officials to obtain training in CPR and First Aid. As determined by the Employer, official time may be granted to obtain such training.

Section 11. Notification to the Union

The Employer agrees to notify the Senior Steward and Steward of threats to the safety of the employees.

Section 12. Emergency Situations

Sufficient First Aid kits will be provided and maintained by the Employer. The Employer agrees to provide a sufficient amount of emergency supplies where appropriate (e.g., water, food, blankets, flashlights). The Employer also agrees to ensure each employee is briefed on procedures, including emergencies and evacuations.

ARTICLE 27
NEW TECHNOLOGY

Section 1.

For purposes of this Article, "new technology" is defined as new, "state-of-the-art," or innovative automated systems, automated devices or automated processes that replace (or are proposed or designed to replace) systems, devices or processes. Examples of such new technology might include, but are not limited to, Digital Image Systems or security monitoring equipment that measures or records employee activity in a way that is not readily apparent, visible, or otherwise identifiable to employees.

Section 2.

Whenever CGFSC proposes to acquire, develop or implement a system based upon new technology that will potentially impact conditions of employment for Bargaining Unit Employees (BUE), CGFSC will consult with the Union and provide the rationale and business requirements for the proposed system as well as its potential impact on BUE to the extent that management knows what that impact will be. Appropriate/additional information will be provided if requested by the Union.

Section 3.

The Union understands that adoption of such devices or systems is a management right. Management recognizes as well that the Union has the right to bargain on potential adverse impact on employees that could result from implementation of said new technology.

Section 4.

If the adoption of new technology has the effect of replacing tasks that are currently performed by Bargaining Unit employees, appropriate retraining will be provided within the limits of budget resources, relevant law and regulations and the extent to which employees can, or are willing to be, retrained. Bargaining Unit employees willing to be retrained will be considered a priority absent budgetary constraints.

Section 5.

Employees separated or downgraded as a result of new technology will receive priority consideration for vacant positions for which they qualify in accordance with OPM guidelines.

ARTICLE 28
CONTRACTING
OUT

Section 1. Definition

Contracting out is the process by which CGFSC acquires property and services by means of procurement from private sources rather than from in-house use of Department facilities and personnel. Contracting out includes contracting out for individual and/or group activities.

Section 2. Providing Information

- a. The Union may request copies of any relevant and pertinent data in connection with the implementation of activities under the provision of A-76.
- b. CGFSC will provide the requested information, as appropriate under law, 5 USC 7114b(4) and other controlling government-wide regulations.

Section 3. Notice and Consultation

- a. When CGFSC determines that work will be contracted out and that bargaining unit employees may be affected as a result, it will notify the union in writing of the decision and will provide pertinent information regarding the positions and employees to be affected, if any, and other impact on the bargaining unit, to the extent that it is known at that time.
- b. The parties recognize that the decision to contract out is a management right. The union may make proposals for appropriate arrangements for employees, and the Department will conduct such negotiations in good faith, providing an adequate opportunity to bargain.

Section 4. Rights of Affected Employees

- a. The Department agrees to follow the Reduction-In-Force (RIF) procedures provided in this agreement and applicable reduction-in-force regulations when contracting out results in the requirement to separate employees from service.
- b. Employees may grieve RIF procedures and other actions relating to the interpretation or application of this agreement under the procedures of the Negotiated Grievance Procedure.

ARTICLE 29
REDUCTION-IN-FORCE/OUTPLACEMENT

Section 1. Goal

The Employer and the Union jointly recognize the desirability of maintaining the stability of employment for employees.

Section 2. Negotiations

The Employer, recognizing the Union's interest in protecting and representing employees, will give the Union advance notice and an opportunity to negotiate on the impact and procedures to be used in a RIF, and keep the Union informed of RIF developments. Such notification shall be in writing and provided to the Union prior to any official notification to employees. The parties agree that they are bound by the rule, regulations and guidelines set out in 5 CFR 351, 3 FAM and OPM guidelines pertaining to RIF.

Section 3. Advance Notice to Union

Normally, the Employer will notify the Union of a proposed RIF at least ninety (90) days before the proposed effective date. At that time, the Employer will advise the Union of the reason for the reduction-in-force and/or transfer of function, the number, title, series, and grades of employees affected, and the measures being considered at that time by the Employer to reduce the adverse impact on employees.

Section 4. Advance Notice to Employees

The Employer will give affected employees specific notice of a RIF and/or transfer of function as soon as is administratively feasible (in most cases sixty [60], but in no case fewer than thirty [30] days). Notice to employees shall comply with governing OPM regulations and shall contain the employees' grievance and appeal rights. See also 3 FAM 2533.7-2.

Section 5. Documents Available to Employees

The Employer agrees to make retention registers and other RIF and transfer of function documents available to the affected employee(s) and his/her representative when the specific notices are issued.

Section 6. Career Transition Assistance Program

In an effort to provide assistance to affected employees, the Employer agrees to maintain a Career Transition Assistance Program consistent with OPM regulations. The purpose of this program is to help place present and former career or career-conditional employees who have been displaced or who are scheduled to be displaced from their positions.

Section 7. Resume Update

The Union and the Employer will jointly encourage each employee to see that his/her personnel file and resume (e.g., OF-612) are up-to-date as soon as the RIF and/or transfer of function is announced. The Employer will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and resume (e.g., OF-612) will be used to match employees with

vacancies and other positions. Employees possessing skills in more than one area will be considered for positions in such areas.

Section 8. Separated Career or Career-Conditional Employees

In the event career or career-conditional unit employees are being separated as a result of a reduction-in-force or reorganization, the Employer will establish a Career Transition Assistance Program. The primary aim of the program will be to assist in finding continuing Federal employment for affected employees.

Section 9. Employee Folders

The Employer will review the folders of employees being separated to identify the specific grades and series of positions for which the employees qualify and obtain the desires of employees affected in order to develop the best opportunities for continued employment. The Union, with the employee's permission, may review the above folders.

ARTICLE 30
TRANSFER OF FUNCTION

Section 1. General

A transfer of function, as defined in 5 CFR 351.203, is "the transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area."

Section 2. Procedures

When a transfer of function becomes necessary, the Department agrees to:

- a. Inform the Union and employees as fully and as soon as possible concerning anticipated timing and such other aspects as are known of plans to implement such transfers;
- b. Provide information to employees as soon as possible to help them understand the need for such transfer of function, how they may be affected, and advise them of governing regulations;
- c. Make every effort to place affected employees in vacant positions for which they qualify;
- d. Notify affected employees in writing, in accordance with applicable regulations, of the impact of transfer of function on them, and their rights and benefits;
- e. Counsel affected employees in seeking other employment opportunities; and
- f. Counsel employees on individual rights relating to such matters as retirement and severance pay.

Section 3. Reassignment

Employees occupying positions to be transferred in a transfer of function to another agency shall have the opportunity to be considered for reassignment to a vacant position for which he/she is well qualified.

ARTICLE 31
FURLOUGH

Section 1. General Rules

- a. A furlough is the placing of an employee in a temporary non-duty, non-pay status. In accordance with 5 USC 7511(a)(5), employees may be furloughed due to a shortage of funds, temporary lack of work, or other non-disciplinary reasons.
- b. This Article applies to furloughs up to twenty-two (22) workdays (thirty [30] calendar days), either consecutively or intermittently in any given fiscal year (5 CFR 752). Furloughs in excess of twenty-two (22) workdays (thirty [30] calendar days) will be conducted in accordance with reduction-in-force provisions (5 CFR 351).
- c. Part-time employees will be furloughed in proportion to their schedule.
- d. Employees' rights and entitlements will be protected during periods of furlough to the extent permitted by statute and regulation and as stated in Section 3.
- e. A reasonable effort will be made to accommodate expressed personal preferences of employees (e.g., a desire to have some income every pay period) in scheduling any furloughs to the extent they are consistent with work and budgetary requirements.

Section 2. Procedures

- a. Appropriate management officials will make the final decision on using furlough and on the extent and duration of furloughs as a means of responding to a shortage of funds, temporary lack of work, or for other non-disciplinary reasons.
- b. Employees to be furloughed will be given thirty (30) days' written notice stating the specific reasons for the furlough and its duration. The advanced notice of a proposed furlough shall include, but is not limited to:
 - (1) Reason for the furlough;
 - (2) Maximum length of the furlough, the specific dates and length of the furlough will be included if known at the time;
 - (3) The reason(s) for selecting a particular employee for furlough if not all employees in his or her competitive level are being furloughed;
 - (4) Notice as to the place where regulations and records pertinent to the action may be inspected;
 - (5) Right of employees to respond within ten (10) workdays to the proposed furlough;
 - (6) Entitlement to official time to prepare response; and
 - (7) Entitlement to representation.

- c. However, in accordance with 5 CFR 752.404(d)(2), the advance written notice and opportunity to answer are not necessary for a furlough without pay due to unforeseeable circumstances, such as lapses of appropriations, sudden breakdowns in equipment, acts of God, or sudden emergencies requiring immediate curtailment of activities. In such cases, employees shall be given as much notice as feasible.
- d. Except in the event of unforeseeable circumstances, employees who wish to respond to the notice of proposed furlough have up to ten workdays to do so either orally or in writing to the appropriate management official, or designee, with documentary evidence in support of their answer, if necessary. When an employee gives an oral response, management will maintain a summary of the conversation and provide a copy to the employee.
- e. Management's decision will be submitted in writing as soon as reasonably possible. The notice of decision to furlough shall include but is not limited to:
 - (1) Decision;
 - (2) Maximum length of furlough, the specific dates and length of the furlough will be included if known at the time;
 - (3) Invitation to employees to submit for Management's consideration their preferences as to the specific day(s) on which they would prefer to have their furlough scheduled;
 - (4) Prohibition on unpaid voluntary services;
 - (5) General information on entitlements; and
 - (6) Unemployment compensation guidelines.
- f. Employees who have received the Department's notice of intent to furlough are entitled to a reasonable amount (normally up to four [4] hours) of official time to prepare their response. Employee representatives also shall be entitled to such a reasonable amount of official time to assist employees in their responses.

Section 3. Rights and Entitlements During Periods of Furlough

- a. The Department cannot accept the voluntary services of employees in furlough status.
- b. Employees on detail or other assignments whose salaries are not paid out of the Department's Salaries and Expenses account are not subject to furlough when the reason for the furlough is a shortage of Department funds.
- c. Employees may engage in outside employment during periods of furlough in accordance with the guidelines at 3 FAM 4123.2 and 5 CFR 2365.8021803.
- d. Employees who perform court duty during periods of furlough may retain the court pay.
- e. In cases of furloughs resulting from a lapse of appropriation, employees granted (prior to the lapse) accrued leave to begin prior to or after the lapse may be permitted to use such leave. No employee, however, may be in a paid status during a furlough.

- f. Enrollment in health plans continues during furlough but employees are liable for payment of their share of the enrollment costs during such periods. Employees' share of enrollment costs will be deducted from any remaining biweekly pay. If such pay is insufficient to pay these costs, employees may pay the costs during or after returning from furlough status by personal check or payroll deduction.
- g. Life insurance coverage remains in effect without cost to the employees while in furlough status.
- h. Retirement contributions during periods of furlough are in proportion to the basic pay of the employee.
- i. When a full-time employee accumulates eighty (80) hours in non-pay status, including furlough in a leave year, his or her annual and sick leave balances are reduced by the number of hours earned in a pay period.
- j. For entitlement to within grade increases, an aggregate of more than two (2) work-weeks in a non-pay furlough status extends the waiting period for steps 2, 3, and 4 of the General Schedule by a like amount; an aggregate of more than four (4) workweeks extends the waiting period for steps 5, 6, and 7 by a like amount; and an amount in excess of six (6) workweeks extends the waiting period for steps 8, 9, and 10 by a like amount. For prevailing rate employees (WG, WL and WS schedules), an aggregate of more than one (1) workweek in a non-pay furlough status for step 2, more than three (3) weeks for step 3, and more than four (4) weeks for steps 4 and 5 extends the waiting period by like amounts. Time in excess of these amounts shall extend a waiting period by the excess amount.
- l. Time spent in furlough status will count as creditable service for time-in-grade (and time-after-competitive appointment) requirements.
- m. Specific information on these and other entitlements may be obtained from CGFS/EX/ADO/HR. Employees may also seek the advice of the Union.

ARTICLE 32
AWARDS

Section 1. Policy

- a. The CGFS Awards Program recognizes and rewards employees, individually or as a member of a group, for performance; for innovations, inventions or other personal efforts that contribute to the efficiency, economy, or other improvements of CGFS operations or that achieve a significant reduction in paperwork; and for performing special acts or services related to their official employment.
- b. Employees may receive an honor, recognition, and/or cash award. Employees may also receive a cash award to accompany an honor award.

Section 2. Eligibility

- a. All bargaining unit employees are eligible to participate in the awards program.
- b. Awards may be granted to former bargaining unit employees or estates of former bargaining unit employees if the recipient made a contribution while an employee of CGFS.

Section 3. Responsibility

- a. CGFS is delegated authority to approve and fund honor, recognition, and/or cash awards up to \$1000 as recommended for approval by the local CGFSC Awards Committee. This Committee operates under the Direction of the Comptroller, CGFS. Members of the Committee are the Managing Directors who are responsible for providing recommendations to the Comptroller. Membership includes:
 - (1) Office of Admin Operations (ADO)
 - (2) Office of Global Systems (GS)
 - (3) Associate Comptroller (CGFS/S)
 - (4) Global Disbursing Operations (DO)
 - (5) Global Financial Operations Directorate (FO)
 - (6) Global Compensation Directorate (GC)
 - (7) Office of Oversight and Management Analysis (OMA)
- b. The Awards Committee meets as necessary according to the CGFS Awards Policy. The Awards Program manager in CGFS/ADO/HR is responsible for administering, evaluating and developing policy for the CGFS Awards Program. The Union will be briefed regarding the Awards Program as requested. The Union will be notified prior to any changes to the Awards Program.

Section 4. Nominations

Depending on the award, nominations may be received from individual employees, groups or employees, the Union, supervisors, and senior management up to and including the Secretary of State. Submission of award nominations must follow the criteria outlined in the CGFS Awards Program policy. Award nominations are submitted in accordance with that policy and nomination seasons will be announced by the Awards Program Manager. Extra Mile Awards nominations can be submitted at any time during the year. Procedure and criteria for these awards are also outlined in the CGFS Awards Program policy. Employees will be advised when nominations are being solicited quarterly and annually.

Section 5. Types of Awards

Honor Awards (Superior and Honor), Cash Awards, Recognition Awards, Time Off From Duty Awards, Franklin Awards, Extra Mile Awards, Certificate of Appreciation, Length of Service, Quality Step Increases, CGFS Employee of the Year are all available to bargaining unit employees.

Section 6. Information

Upon request, AFGE will be provided a list of BUE who received awards on an annual basis.

ARTICLE 33
TELEWORK

Section 1: Purpose

The purpose of this Article is to establish a uniform Telework Policy for CGFS Charleston. Authorities include:

- a. Presidential memoranda to agency heads on July 11, 1994, and June 21, 1996;
- b. An Office of Personnel Management (OPM) memorandum to agency personnel directors on October 21, 1993;
- c. The National Telecommuting Action Plan adopted by the President's Management Council on January 5, 1996;
- d. Section 359 of Public Law 106-346, October 23, 2000;
- e. Division B of Public Law 108-447, December 8, 2004;
- f. The Telework Enhancement Act of 2010 signed by the President on December 9, 2010;
- g. 5 CFR 531.605; and
- h. Information on telework law found on the shared OPM and General Services Web site. See the telework legislation listing.
- i. Department of State Telework Policy set forth at 3 FAM 2360.

Section 2: Definitions

- a. Alternate work site: A designated location, other than the official work site, where employees perform work assignments such as the employee's home or an official telework center.
- b. Core telework: The employee teleworks on a regularly scheduled basis, at least 1 day a week, but perhaps more frequently.
- c. FOB: A small security hardware device with built-in authentication or subsequent generation technology, that allows an employee secure access to the employee's network shares and Open Net Everywhere (ONE).
- d. Global OpenNet (GO): The next generation OpenNet Everywhere (ONE) system that provides subscriber access to Department of State unclassified email, documents, and applications while away from the office or teleworking.
- e. Official work site: The official work site is the regular work site for the employee's position of record provided the employee is scheduled to work at least twice each biweekly pay period on a regular and recurring basis at the regular work site. For an employee, whose work location varies on a recurring basis, the employee need not work at least twice each biweekly pay period at the regular official work site (where the employees work activities are based) as long as the employee

is performing work regularly within the locality pay area for that work site. The official work site for an employee covered by a telework agreement who is not regularly scheduled to report at least twice each biweekly pay period to the official work site is the location of the telework site (e.g., the location of his or her home, telework center, or other alternate work site from which the employee works) except in temporary situations (e.g., extended official travel or recovery from an injury or medical condition).

- f. Situational telework: The employee teleworks on an irregular basis, generally recommended 1 day a month or the average of 12 days per year. Other situations may develop that makes it beneficial for the employee and supervisor to agree on a situational telework opportunity. This type of telework also is a component for continuity of operations (COOP).
- g. Telecenters: Alternative work sites in facilities to provide space for employees to work nearer to their home instead of at their traditional office. Renting telecenter space will be subject to availability of funds. Telecenters are equipped with printers, copiers, fax machines, telephones, video conferencing, and other office essentials. Telecenters also have technical support staff, if needed.
- h. Telework: The term telework or teleworking refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved work site other than the location from which the employee would otherwise work.
- i. Telework agreement: A mandatory document that outlines the terms and conditions of the telework arrangement, which are agreed upon between the supervisor and the employee.
- j. Unscheduled telework: Telework on an unscheduled basis in response to snow or other unexpected emergencies and in accordance with OPM notifications and guidance. Unscheduled telework may be performed when an unscheduled telework announcement is issued, irrespective of whether the employee was scheduled to telework.
- k. Department Policy
 - 1) The Department supports the broadest use of telework consistent with the needs of the Department by eligible agency employees to include supervisors, managers, and executive leadership. When properly implemented, telework benefits both the employee and the Department by increasing work/life effectiveness.
 - 2) Maintaining a viable telework-ready workforce requires practice and the regularly testing of equipment and procedures throughout the year to ensure that teleworkers will be effective and efficient while performing duties at an alternate work site when required.
 - 3) The Telework Program is managed by the Office of Employee Relations, Work Life Division, in the Bureau of Human Resources (HR/ER/WLD).
 - 4) Each bureau may develop a telework policy to address unique internal concerns and processes. The individual bureau policy must be no more restrictive than the overall Department policy and use the same terms and definitions.

Section 3: General Provisions

- a. The programmatic requirements of the office must be a major factor in approving telework arrangements.
- b. Participation in the Telework Program is voluntary.
- c. Telework is not an entitlement, nor does it create any right or benefit, substantive or procedural, enforceable by a party against management.
- d. Telework agreements outlining the specific work arrangement agreed to must be established between the employee and supervisor.
- e. The telework agreement should be revisited by the manager and teleworker, at a minimum on a yearly basis or if there is a material change in work circumstances (i.e., promotion, new supervisor) to ensure that it is meeting the business needs of the office.
- f. Telework arrangements will normally be approved for no more than one work day per week. The day(s) of the week authorized will be determined by the manager.
- g. An employee's full-time or part-time work status does not impact telework eligibility.
- h. Methods must be in place to maintain open communication between co-workers and teleworkers.
- i. Telework arrangements must be based on the employee's work performance and position duties, not on other personal circumstances.
- j. Telework is not an alternative for child, elder, or dependent care. Employees must not use duty time for any purpose other than official duties and must make other arrangements for such care.
- k. The alternate work site must be a safe and adequate place to work. Teleworkers must provide sufficient security to protect any U.S. Government-owned equipment, such as computers, fax machines, and copy machines, which may be loaned to them.
- l. Teleworkers and non-teleworkers must be treated the same for purposes of periodic appraisals of job performance, training, rewarding, reassigning, promoting, reducing in grade, work requirements, removing employees, and other acts involving managerial discretion.
- m. A supervisor may cancel, suspend or adjust the telework arrangement by providing written justification to the employee based on eligibility criteria listed in Section 4 at any time with prior notification of at least 10 workdays.
- n. An employee may cancel the telework agreement at any time with prior notification of at least 10 workdays. An employee may request an adjustment of their telework arrangement by providing a written justification to their supervisor for consideration.
- o. A supervisor may require the presence of an employee in the office on a day normally scheduled for telework. Normally, an employee is notified of such a change in advance, but sometimes advance notice is not feasible. Problems maintaining adequate system connectivity in excess of 30 minutes may be a basis for a supervisor to require an employee to report to the office on a day

normally scheduled for telework. Teleworkers are subject to workplace requirements, e.g., random drug testing, and must report to the regular duty station when requested. As a general rule, transportation costs from the alternative work site to the official work site on a day usually scheduled for telework will not be reimbursed by the U.S. Government.

- p. Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540.)
- q. All work-related files, records, or papers produced while teleworking are the property of the U.S. Government and are subject to all applicable laws and regulations governing the use, maintenance, access, and destruction of such files, records, and papers.

Section 4: Eligibility

- a. Telework eligibility is based upon, among other factors, the position that the employee encumbers, as well as the employee's performance and conduct. Management has the discretion to designate an employee as ineligible for telework or revoke or modify a telework arrangement for, but not limited to, any of the criteria listed in paragraph b of this section.
- b. Criteria:
 - (1) Position: Positions are generally eligible for telework unless they:
 - (a) Require, on a daily basis (i.e., every work day), direct handling of classified national security information; or
 - (b) Require, on a daily basis (i.e., every work day), on site activity that cannot be handled remotely or at an alternative work site.
 - (c) The parties recognize that there are certain positions which have on-site activities which could occur on any given day, but generally do not. In those situations, telework eligibility determinations will be made keeping in mind that co-workers may be able to perform the on-site activity when it occurs, thus, allowing the position to be telework eligible.
- c. Factors that require an employee to be on site may include, but are not limited to:
 - 1) Systems Access (e.g. Are the electronic systems used as part of the job function able to be adequately accessed from a remote work location using a RSA Token?)
 - 2) Data sensitivity (e.g. Is the data used by this position too sensitive to be accessed remotely? Is the quantity of the SBU or PII data too large to be accessed from a remote work site?)
 - 3) Data availability (e.g. Is the data that supports the function being performed available to the employee electronically from a remote site?)

- 4) Work product (e.g. Is the work of a production nature that requires it to be performed daily at the official work site?)
 - 5) Face to face contact (e.g. Does the position require daily face to face interaction with individuals at the official work site?)
 - 6) Hands on contact (e.g. Does the position require daily hands on contact with equipment at the official work site?)
- d. Employee: Employees are generally eligible for telework unless:
- 1) The employee's most recent performance rating of record is below fully successful or the employee otherwise requires close supervision;
 - 2) The employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year;
 - 3) The employee is currently on leave restriction;
 - 4) The employee has been officially disciplined for violations of subpart G of the Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties, or for misconduct related to the misuse of public office for private gain, misuse of nonpublic information, misuse of U.S. Government property, or misuse of official time; or
 - 5) The employee's absence from the office has placed an undue burden on office operations.

Section 5: Security Concerns

Employees are not permitted to telework with classified information at the telework site, and must comply with current standards for remote operations from private residences. Agency security policies do not change and are enforced at the same rigorous level when employees telework as when they are in the office. Employees who telework from home need to keep U.S. Government property and information safe, secure, and separated from their personal property and information (see 12 FAM 620 and 5 FAM 840).

Section 6: Training

Employees eligible to telework must successfully complete the interactive telework training for employees before entering into a telework agreement. Managers who are supervising teleworkers must successfully complete the interactive telework training for managers.

Section 7: Time and Attendance Certification

- a. A supervisor approves the employee's scheduled hours of duty, and certifies the time and attendance of telework employees in the same manner as for non-telework employees.
- b. The General Accountability Office (GAO) requires agencies with employees working at alternate sites to provide reasonable assurance that the employees are working when scheduled. This can be done by determining the work output for the time reported and/or clocking in and out each day via telephone or e-mail.
- c. Telework employees remain subject to all applicable laws, regulations, policies, and procedures governing the provision of premium pay to include the existing rules on overtime under 5 U.S.C. 5542 and the Fair Labor Standards Act (FLSA).

Section 8: Salary and Benefits

A telework arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade of the position. Telework arrangements may have the effect of changing an employee's official work site in accordance with the definitions set forth in 3 FAM 2361.4 and consistent with 5 CFR 531.605. Changes to an employee's official work site may, in turn, affect the employee's salary, benefits, travel entitlements, and standing in the event of a reduction-in-force (RIF).

Section 9: Leave

Annual and sick leave must be requested by an employee who teleworks in the same manner as for employees not engaged in telework activities.

Section 10: Group Dismissal

- a. Any requirement that a teleworker continue to work if the agency closes to the public, grants liberal leave, or dismisses employees early on his or her telework day, should be included in the employee's formal telework agreement. If an employee is approved to telework when there is an unscheduled telework announcement that should also be included in the employee's formal telework agreement.
- b. When a localized emergency (e.g., fire, flood, etc.) specifically affects only the employee's official work site (when not the employee's telework site) and forces the official work site to close when the employee is scheduled to telework, the employee teleworking at the alternate work site will not be excused unless he or she cannot perform work without regular contact from the official work site and such regular contact is prevented by the localized emergency.
- c. When both the regular office and the alternative workplace are affected by a widespread emergency, (e.g. power failure), the Department will grant the telework employee excused absence identical to that given to employees at the official duty station or regular work site.
- d. When an emergency affects only the alternative work site for a major portion of the workday, the employee must consult with his or her supervisor to determine whether to report to the official duty station or request annual leave or leave without pay (LWOP).

Section 11: Continuity of Operations (COOP)

- a. Telework is an important component to all agency emergency planning. It is the Departments policy to implement remote work arrangements as broadly as possible to take full advantage of the potential of telework for this purpose and to ensure that:
 - (1) Equipment, technology, and technical support have been tested;
 - (2) Employees are comfortable with technology and communications methods; and
 - (3) Managers are comfortable managing a distributed work group.
- b. Based on the nature of the emergency, supervisors and managers may leverage telework to carry out the essential functions of the Department. Supervisors and managers will ensure the designation is documented in the telework agreement.
- c. Mission critical team (MCT) members should be equipped with FOBs (security hardware devices) to ensure they can function from any location equipped with internet access.
- d. During any period that an executive agency is operating under a continuity-of-operations plan, that plan will supersede any telework policy.

Section 12: Home as the Alternate Work Site

- a. Management is not obligated to provide any electronic or communication equipment to the teleworker. However, the executive director of the bureau may loan available equipment (computer, software, or fax) within the bureau to employees for use at home.
- b. The bureau may provide remote access to the Departments system via an FOB (security hardware device) or similar device. The employee must agree to protect and not misuse or abuse any U.S. Government-owned equipment and to use the equipment for official purposes. The bureau will install, service, and maintain any U.S. Government-owned equipment issued to an employee who teleworks. Ownership and control of the equipment, including hardware, software, and data, remain with the U.S. Government. The U.S. Government will not be responsible for any other incidental costs (e.g., utilities) associated with the use of the employee's residence.
- c. The employee is responsible for repair and maintenance of any personal equipment used. Management may agree to provide the employee with all necessary office supplies.
- d. An employee should be easily accessible to his or her supervisor and should frequently check voice mail or e-mail while at the alternate work site.

Section 13: Telephone Calls

- a. Under 31 U.S.C. 1348, reimbursement of long-distance (domestic and international) telephone expenses are allowed if incurred as a result of official duties. Form SF-1164, Claim for Reimbursement for Expenditures on Official Business, should be completed and approved by the employee's supervisor with a copy of the telephone charges.

- b. To the extent possible, teleworkers should make official long-distance calls from the regular work site where less expensive rates apply. This practice will reduce additional costs associated with telework to the Department of State.

Section 14: Workers Compensation

- a. U.S. Government employees suffering work-related injuries and/or damages at the alternative work site are covered as set forth in the Federal Employees' Compensation Act (FECA) (workers' compensation) and the Military Personnel and Civilian Employees Claims Act (PCA). In cases where FECA or the PCA are not applicable, U.S. Government employees may have a remedy under the Federal Tort Claims Act.
- b. A telework agreement and safety checklist must be on file with the CGFS.
- c. When injured while working at an alternate site an employee should follow the same procedures as adhered to in the traditional office setting when injured. The injured employee must notify his or her supervisor immediately and complete standard Department of Labor injury forms.